



CITY OF  
**TUMWATER**  
CITY COUNCIL  
MEETING AGENDA

Online via Zoom and In Person at  
Tumwater City Hall, Council Chambers,  
555 Israel Rd. SW, Tumwater, WA 98501

Tuesday, October 15, 2024  
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
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 Work Session, September 24, 2024
  - [b.](#) Approval of Minutes: City Council, October 1, 2024
  - [c.](#) Payment of Vouchers (Finance Department)
  - [d.](#) Small Works Contract with Sare Electric for the City of Tumwater Fleet EV Charging Stations Project (Public Works Committee)
  - [e.](#) Interagency Agreement with Washington Department of Commerce for Washington Electric Vehicle Charging Program (WAEVCP) (Public Works Committee)
  - [f.](#) Acquisition of the Reykdal and Langton Properties for the Percival Creek Fish Passage Barrier Removal Project (Public Works Committee)
  - [g.](#) Reappointment of Grace Edwards to the Planning Commission and Rob Paylor, Don Trospen and David Nicandri to the Historic Preservation Commission. (Executive Department)
6. **Council Considerations:**
  - [a.](#) Medic One Advanced Life Support Contract Amendments (Council Work Session)
  - [b.](#) Deschutes Estuary Restoration Project Interlocal Agreement and Boardwalk and Related Infrastructure Agreement (Council Work Session)
7. **Committee Reports**
  - a. Public Health and Safety Committee (Peter Agabi)
  - b. General Government Committee (Michael Althausen)
  - c. Public Works Committee (Eileen Swarhout)
  - d. Budget and Finance Committee (Debbie Sullivan)
8. **Mayor/City Administrator's Report**

**9. Councilmember Reports**

**10. Any Other Business**

**11. Adjourn**

**Hybrid Meeting Information**

The public are welcome to attend in person, by telephone or online via Zoom.

**Watch Online**

Go to <http://www.zoom.us/join> and enter the Webinar ID 862 2080 5843and Passcode 179092.

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 862 2080 5843and Passcode 179092.

**Public and Written Comment**

Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

[https://us02web.zoom.us/webinar/register/WN\\_8ASsg\\_G-S-2m8bAhWpYq9Q](https://us02web.zoom.us/webinar/register/WN_8ASsg_G-S-2m8bAhWpYq9Q)

After registering, you will receive a confirmation email with a login to join the online meeting.

As an alternative, prior to the meeting, the public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto:council@ci.tumwater.wa.us), no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

**Post Meeting**

Video recording of this meeting will be available within 24 hours of the meeting.

**Accommodations**

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@ci.tumwater.wa.us). For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4129 or email [ADACoordinator@ci.tumwater.wa.us](mailto:ADACoordinator@ci.tumwater.wa.us)

**TUMWATER CITY COUNCIL WORK SESSION  
MINUTES OF VIRTUAL MEETING  
SEPTEMBER 24, 2024 Page 1**

**CONVENE:** 6:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausser, Joan Cathey, Leatta Dahlhoff, Angela Jefferson Eileen Swarthout, and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Administrative Services Director Michelle Sutherland, Police Chief Jon Weiks, Fire Chief Brian Hurley, Water Resources and Sustainability Director Dan Smith, Transportation and Engineering Department Director Brandon Hicks, Community Development Department Director Michael Matlock, Assistant Fire Chief Shawn Crimmins and City Clerk Melody Valiant, and Deputy City Clerk Tracie Core.

**OVERDOSE  
TRAINING  
PRESENTATION:**

Katie Strozyk, Thurston County Opioid Taskforce Coordinator, reported the training is a component of the Thurston County Opioid Response Plan. Training is offered throughout the region to all public and private entities. Over 1,000 individuals will receive training in Thurston County and the surrounding areas each year to learn how to reverse an opioid overdose and administer Naloxone.

The training identified risk factors for an opioid-related overdose, Good Samaritan Law protections for individuals responding to an overdose incident, recognizing an opioid-related overdose, and instructions for administering nasal Naloxone.

Naloxone is only effective for overdoses attributed to opioids. Common opioids include:

- Dilaudid
- Heroin
- Fentanyl
- Hydrocodone
- Morphine
- Methadone
- Oxycodone
- OxyContin

Most opioid overdoses in Thurston County are attributed to illicit fentanyl. Naloxone only responds to opioids in the body. Fentanyl is a strong opioid and accounts for the majority of all opioid-related overdoses. Fentanyl can be used intentionally and unintentionally. Touching fentanyl cannot cause an overdose. Sometimes multiple doses of naloxone are required to respond to a fentanyl-related overdose. Half of all overdoses requiring EMS response require one dose of Naloxone and half are reported as needing more than one dose. Naloxone comes in two FDA-approved forms: injectable and nasal spray. Nasal spray is

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commonly known as Narcan<sup>®</sup>, a generic naloxone.

Naloxone is a safe medicine. It only reverses overdoses in people with opioids in their systems. An opioid overdose occurs when use exceeds a person's tolerance causing respiratory depression. If left untreated, the heart stops beating leading to the death of the person. Naloxone seeks opioid receptors and moves opioids off the receptors, which are no longer overwhelmed with the person regaining breathing and consciousness and surviving the overdose. Naloxone is a short-lasting process lasting only 30 to 90 minutes.

Persons at an increased risk of experiencing an overdose either may have experienced a change in tolerance by stopping the use of fentanyl because they had no access to drugs or chose to discontinue using drugs. Mixing opioids with other drugs also increase risks of an overdose especially if mixing two drugs that can cause respiratory depression.

Washington State's Good Samaritan Law applies to bystanders responding to an overdose with naloxone as well as the person who is experiencing an overdose by protection from possession of a controlled substance charge. The law covers a bystander administering naloxone as long as the person is acting in good faith.

Ms. Strozyk reviewed the signs of an opioid overdose:

- Change in breathing – irregular, gurgling
- Change in skin color, especially in fingers and lips
- Unresponsive to stimulation such as yelling or a sternum rub

Following confirmation that the person is nonresponsive, calling 911 is necessary to share the location and that the person is not breathing, is unconscious, unresponsive, and is suspected to be suffering an overdose.

Ms. Strozyk described how to administer naloxone using nasal spray. Some fentanyl overdoses will require more than one dose of naloxone. Naloxone needs time to circulate in the body to locate the opioid receptors and move the opioids off the receptors. After approximately three minutes, if the person is regaining the ability to breath and is gaining consciousness, a second dose is not required; however, if the person is still not breathing or is unconscious, a second dose is necessary.

Once naloxone begins working, the person may show signs of opioid withdrawal. It may be necessary to leave the person alone to call 911. It is important to position the person on his/her side in case of vomiting and wait for emergency personnel to arrive.

Ms. Strozyk described how to obtain naloxone and the services and resources offered by Thurston County Public Health.

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Ms. Strozyk responded to comments on some misconceptions of substance use. Many people she has encountered often assume that because they do not use drugs or their friends or family do not use drugs, they would likely never witness a person experiencing an overdose or a family member experience an overdose. However, things happen in the community and it is not possible to predict whether a person would or would not encounter a person who was unresponsive because of an overdose. It is important for all community members to have a simple tool to save a life. It is also important to acknowledge that many people are using substances in private and friends and family may not be aware of the substance use. Many situations have occurred where a family member experienced an overdose and their family had no clue they were using drugs. Having access to naloxone and knowing how to administer it may save their family member's life. Although naloxone is available over the counter, Ms. Strozyk encouraged everyone to access the state's standing order available at all pharmacies to obtain naloxone without a prescription that can be billed to insurance. It is also possible to obtain naloxone at [www.stopoverdose.org](http://www.stopoverdose.org) and go to the naloxone finder to locate a community-based agency that provides naloxone or access the product through the mail-based naloxone program available at [stopoverdose.org](http://stopoverdose.org).

**DESCHUTES  
ESTUARY  
RESTORATION  
PROJECT  
INTERLOCAL  
AGREEMENT AND  
BOARDWALK AND  
RELATED  
INFRASTRUCTURE  
AGREEMENT:**

Ann Larson, DES Project Director for the Deschutes Estuary Restoration Project, Tessa Gardner-Brown with Floyd Snider, and Sarah Reich with ECONorthwest, briefed the Council on the project and the proposed interlocal agreement (ILA) for the Deschutes Estuary Restoration Project.

Ms. Larson reported that historically, freshwater from the Deschutes River mixed with saltwater from Budd Inlet over extensive tidal flats. The historical area serves as the southern terminus of Puget Sound. The Deschutes River watershed is approximately 270 square miles with the lower 260 acres of the watershed significantly disrupted in the 1950s when the state built a dam at the mouth of the Deschutes River. Since then, the watershed has experienced chronic water quality violation standards with sediment accumulating up to 13 feet in some areas with more than a dozen invasive species including the New Zealand Mud Snails causing the closure of the water body to all public access for more than a decade.

The Deschutes River Estuary has a long-standing cultural and spiritual significance to local tribes, particularly the Squaxin Island Tribe, which considers the area and land of the Deschutes River Estuary as home for the Steh-chass people. The Squaxin Island Tribe has been involved in the planning efforts since the 1990s and is an important partner today.

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The area was also historically used by Chinese-Americans after immigrating to the Olympia area in the early 1900s. China Town was established along the waterfront of the estuary and the community built a series of houseboats along the shoreline. The area was known as “Little Hollywood” and was removed as part of the long process to construct the dam and Capitol Lake.

The project area has a rich maritime history with Olympia Brewery operating in the area of Tumwater Historical Park with vessels accessing the brewery. Olympia Yacht Club was established in 1912 and has expanded significantly along with the addition of other marinas, sailing club, and other boat launches in the area.

In modern times, Capitol Lake was embraced by the community and is the heart of downtown Olympia and used as a space of community and congregation.

As the capital city, development of Capitol Campus has significantly influenced the landscape over time. In 1893, the initial visioning began to design and construct the capitol building. In 1911, Wilder and White submitted a plan to perch the capitol building on the hillside and orient all future planning of views to the water and mountains.

Heritage park was designed as an extension of Capitol Campus and features across the park are intended to represent the history from across the state.

In 2022, the Department of Enterprise Services (DES) identified estuary restoration as the management approach that would provide the greatest range of benefits and had the most support of community stakeholders. The project was launched to re-envision the landscape.

Ms. Gardner-Brown provided a review of the project and project benefits. Following initiation of the project, the first action is a major dredging of the basin to re-establish the main channel of the Deschutes River. Sediment would be placed along the shoreline to create new expansive salt marsh habitat to improve ecological conditions across the two-mile project area. Plantings will increase the aesthetics of the project area and reduces project costs. The project includes construction of a new 5<sup>th</sup> Avenue bridge and removal of the dam and existing 5<sup>th</sup> Avenue bridge. Another scope of the project is restoration of recreation through the construction of new boardwalks in the middle basin and in Tumwater Historical Park, new water access, and new fishing facilities. In the future, maintenance dredging will occur in West Bay.

In June 2024, 15% conceptual design was presented to DES. Ms. Gardner-Brown shared several renderings of the design to include

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existing conditions and different water elevations.

The proposed ILA demonstrates regional support for the project. The project provides a suite of regional benefits. The project area extends from Tumwater Falls to the 5<sup>th</sup> Avenue Bridge. Following completion of the project, two miles of the estuary and habitat will be restored for salmon and other species relying on salmon. The project will enable access to salmon runs moving up Percival Creek. The project will reduce flood elevations across the City of Olympia by approximately one foot benefitting residents and businesses. The project addresses chronic water quality violations and reintroduces active recreation and meaningful strides for restorative justice for the tribe. Future maintenance dredging is a key component to ensure a recreational waterfront in the future.

In 2016, a Funding and Governance Work Group was established comprised of representatives from the Department of Enterprise Services, Squaxin Island Tribe, City of Olympia, City of Tumwater, Thurston County, Port of Olympia, and LOTT Clean Water Alliance to evaluate opportunities for shared funding and governance.

Councilmember Althausser asked for additional information on the benefits achieved by the old brewhouse if water elevation is reduced by the project. Ms. Gardner-Brown advised that modeling efforts continue with a commitment to coordinate with the City of Tumwater on the topic. Relative to the old brewhouse under existing conditions, the site is located in a floodplain, which subjects the structure to storm events and flooding in that area. Modeling reflects that the maximum flood elevations would be reduced by the project. Today's flood elevations are higher than the maximum flood elevation that would occur in the future because of the project. However, that area would be susceptible to changes in tidal elevations, which may result in higher water elevations more frequently caused by high tide events while the highest level of flooding would be reduced overall. Conditions in the estuary will change in the future as siltation and sediment accumulation move downstream as water velocities increase in the future.

Councilmember Althausser noted that the current design rendering does not reflect any habitat restoration beyond the middle basin. He asked about the rationale as to why habitat restoration ends at the freeway. Ms. Gardner-Brown replied that the habitat in the south basin in Tumwater near Tumwater Historical Park is good quality habitat and is the type of shoreline habitat the project intends to develop across the project area.

Councilmember Jefferson asked about the location of the fishing pier. Ms. Gardner-Brown identified the location of the future fishing pier with connectivity to Tumwater Historical Park.

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Councilmember Jefferson inquired about the long-term outcome to swans that often winter in Capitol Lake. Ms. Gardner-Brown said she would follow up with more information about the status of how the project might affect the swan population.

Ms. Reich reviewed details of the proposed ILA. The ILA was established under the guiding principles of the Funding and Governance Work Group. The structure of the ILA directly reflects many of the principles to include dedicated funding source, shared distribution of costs between those contributing to the problem and those benefitting from the solution, manageable governance, and participating entities committed to a long-term collaborative process, which directly responds to legislative mandates.

Ms. Reich reviewed the structure of the ILA to ensure governance would be manageable. New infrastructure created by the project are parceled to different ownerships and maintenance to two entities most closely aligned with maintaining the infrastructure in the future. The City of Olympia will assume ownership of the 5<sup>th</sup> Avenue Bridge and the City of Tumwater will assume ownership of any new boardwalks constructed in the south basin. A remaining activity requiring long-term management is sediment depositing downstream after removal of the dam. DES and the Port of Olympia will provide oversight through the Deschutes River Estuary Steering Committee (created through the ILA). The committee will meet yearly and provide oversight on the process. Thurston County agreed to manage local funds each local entity is providing to include Tumwater to protect local funds from any withdrawal by the Legislature. State funds will be managed separately.

Sediment modeling has been completed and provides the basis for determining how often sediment dredging would need to occur. Because of the difference in intensity of sedimentation in different areas, different areas would need dredging at different intervals.

The ILA agreement is effective through 2050 because of the need to establish a finite period to bind the agreement. The year of 2050 also aligns with the expiration of DNR leases that enable marinas to operate. At that time, marina leases would need to be renegotiated enabling an opportune time for the partners to meet and evaluate the effectiveness of sediment management and next steps. As the state was the major contributor to the problem (dam), the state assumes most of the cost for design, permitting, and construction. Existing dredging responsibilities by the marinas and Port of Olympia would continue to be each entity's responsibility valued at \$6.1 million in 2022 dollars. The collective responsibility of the costs associated with dredging is \$18.6 million. The state will fund a portion of that cost with the remaining amount allocated evenly between all Funding and Governance Work Group members



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except the Squaxin Island Tribe which is not assuming any cost responsibility for equity and restorative justice reasons. The City of Olympia is assuming a 50% increase of the costs because of the City's proximity to the working waterfront and recreational benefits. Private marinas will contribute to funding for ongoing sediment management through 2050. The ILA reflects an escalation rate of 4.5% in costs based on timing of dredging activities. A provision in the ILA allows for a review of the escalation rate.

Ms. Larson outlined major activities of the Funding and Governance Work Group beginning in March 2024 to develop the proposed ILA. The meetings included a combination of group and individual meetings to ensure all concerns were addressed by each entity for review by the work group. The Port of Olympia and DES have signed the ILA.

Councilmember Althauser inquired as to whether the ILA affords any discretion to the design of the boardwalks and whether any community engagement has been completed or will be necessary for the boardwalks. Ms. Larson said some initial public meetings have been completed as the project moved through design. The next phase of design is to achieve 30% design that will include community engagement on the overall project design and to incorporate feedback throughout the process. A Community Sounding Board was established for the project represented by members of the communities to provide input.

Ms. Gardner-Brown offered that feedback would also be incorporated through primary channels beginning with a design partnership with the City of Tumwater. The City of Tumwater is considered a design partner specific to the development of the south basin. The project team has met with an interdisciplinary group from the City of Tumwater including Director Denney, City Administrator Parks, Director Smith, and other staff members to gain a better understanding of the desired key design criteria for boardwalks that supports the City of Tumwater's design goals. The Community Sounding Board includes representation from the Tumwater community. The goal is to continue communicating with the City on the design deliverables to review the development of the south basin boardwalks.

Councilmember Swarhout conveyed appreciation to DES and the project team for their efforts in developing the agreement and working with each entity to address concerns and needs. Ms. Larson responded that the effort has also received national attention.

Mayor Sullivan thanked the team for the presentation.

**BUDGET  
WORKSHOP NO. 1:**

City Administrator Parks said the briefing will provide the context for the budget process, introduce some priorities and challenges, and provide the

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City's current financial status.

For this budget cycle, the process was revised internally with staff. Previously, directors worked on department budgets that were forwarded to the City Administrator, Finance Director, and the Mayor informing the decisions surrounding the development of the preliminary Mayor's budget. This year, the first step involved directors providing an initial draft of their department budget during a combined management team meeting to enable exchange of information and collaboration between the departments. The next step of the City Administrator, Finance Director, and the Mayor is working collaboratively with the management team to develop the final preliminary budget. Development of the budget is based on the Council's updated Strategic Priorities and Goals.

Tumwater's rate of growth is the second highest in Thurston County with the City of Yelm experiencing the most growth. Cultural diversity is increasing in Tumwater as reflected by 66% of students in the Tumwater School District identifying as white today. The figure reflects a decrease as 75% of students in the Tumwater School District in 2014/2015 identified as white. Diversity is an opportunity for the community while also recognizing that the expectations of service delivery by the community are changing.

Councilmember Jefferson asked whether the military population is identified in the population data. City Administrator Parks indicated that she could provide the information separately as it was not represented separately in the data provided to the Council.

With anticipated population growth, the City will require more housing units of approximately 3,000 housing units between 2024 and 2030 followed by 6,000 more units from 2030 to 2045. The need and obligation to accommodate all housing units presents a significant challenge for the community.

The City is experiencing increases in both employment and income, which increases the City's taxable retail sales. Conservative estimates of jobs in Tumwater number 27,000 with a projection of more than 37,000 jobs by 2045 in major employment sectors of state government, healthcare, retail, professional services, and manufacturing. Household income (as measured by Thurston Regional Planning Council) reflects that more than 50% of households in the City have an income of \$75,000 or more and nearly 40% have an income of \$100,000 or more. However, significant portions of households in the City are cost-burdened and have difficulty meeting needs. Poverty rates in the City are holding steady at 9% based on figures between 2012 and 2021. Taxable retail sales have grown from half a billion dollars to \$1.23 billion between 2013 and 2020.

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City Administrator Parks shared comparative information on the City's organization between 2004 and 2024. Some figures are calculated and some are documented. The figures for 2024 are projected based on actual numbers to date. The number of City employees has increased, over 100 acres of parkland have been added, permits have increased to 1,000 annually, and calls for service for both fire and police departments have increased significantly. Water and sewer customers have also increased. Over time, the changes in the community and in the organization have resulted in a significant strain on City staffing resources. For example in 2004, the City processed 968 permits with 12 FTEs while in 2024, the City will process an estimated 1,900 permits with 13 FTEs. In 2004, four FTEs maintained 130 acres of parkland while in 2024, 5.5 FTEs maintain 230 acres of parkland. In addition to the increase in permits, employees must understand and evaluate an increasing number of laws and regulations when reviewing development proposals. Community expectations to provide higher levels of service are not keeping pace with existing resources creating some challenges.

The process for developing the budget has considered those primary challenges. The City is under resourced for existing demands nor able to provide services at the levels provided during the last decade. The City will need to consider existing lack of resources as well as ensuring the City is preparing for new growth.

City Administrator Parks stressed that increasing the level of maintenance to acceptable standards to address the backlog in maintenance of current assets would help avoid costly replacements. The many changes experienced in the community will require a multi-year approach. The budget stabilizes and balances the workload in 2025 and 2026, addresses gaps between funding and needs where possible, funds services and programs within City capabilities, and defers some needs to the future, as well as considering potential changes to the services offered. The proposed budget ensures a well-rounded approach to address the issues by exploring options for increasing revenue.

One of the strategies in 2025 is hiring a municipal finance professional to assist the City develop tools and processes that can address funding shortfalls and explore long-term funding options. Any changes that are identified will help inform as the City moves into the 2027/2028 budget. The 2029/2030 budget will refine and sustain the organization with the new tools and processes to continue moving forward to improve ways to identify and manage potential shortfalls when they occur to avoid large-scale changes in the future.

City Administrator Parks addressed questions pertaining to how hiring a financial consultant would assist in addressing the shortfall of FTEs.

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MINUTES OF VIRTUAL MEETING  
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City Administrator Parks said the intent for the municipal finance consultant is to consider all ideas, examine existing processes, and apply a much deeper level of technical expertise. The outcome could include short-term suggestions to resolve and catch up in a fiscally responsible manner and help the City identify long-term options and alternatives. A number of other jurisdictions have hired similar consultants, such as the City of Covington, which proved helpful to the city to identify various future growth needs and innovative and traditional alternatives.

Councilmember Jefferson recommended revising the description of the purpose of the municipal finance position to include investing in personnel or realigning and resetting to provide more clarity as to the intent.

Responding to the confusion of the terms “balancing and stabilizing,” City Administrator Parks explained that the intent is not an implication that the City is unbalanced or unstable. However, the City has significant resource needs to meet the expectations of the community for the services provided by the City in all departments. The City is experiencing significant staffing needs, significant deferred maintenance, and significant steps necessary to accommodate future growth. The details of the budget will be included when the budget is presented to the Council over the next several weeks. She offered to answer any questions between Council worksessions on the budget.

The 2025/2026 budget priorities address increasing non-represented employee salaries to market rate, address staffing needs identified by departments, address deferred maintenance in parks and City facilities, and explore and implement various revenue options, financing strategies, and expense reductions, etc. Of the approximate 237 FTEs, approximately 110 FTEs are non-represented employees.

Director Niemeyer provided an update on the City’s financial condition. He explained that during the development of the 2023/2024 budget, the forecast reflected a small recession. The budget forecasted a decline in revenue from the previous year coming out of the pandemic. The City experienced much stronger revenue and expenditures were on track with the forecast. The extra revenues created a higher ending funding balance than forecasted. Moving into 2024, revenues have exceeded the forecast with expenditure remaining on track resulting in a higher ending fund balance. The figures pertain only to the General Fund and do not include Capital Facilities Plan budgets or utilities.

The City is experiencing a slight decline in sales tax reflecting less growth than in previous years. The City financial condition at this time is good.

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Director Niemeyer reviewed revenue and expenditure trends beginning in 2013 to the actual/forecast for 2024. Between 2019 and 2020, expenditures declined sharply because of the COVID pandemic and budget cuts to slow the growth in spending due to the uncertainty of revenue. Many of the budget reductions were restored after revenue receipts would not be affected. However, the pandemic job market and wage growth in many industries are contributing factors to the proposed non-represented salary survey. City expenditures are beginning to keep pace with revenues.

Nationally, with the expectation of a recession factored in the development of the 2023/2024 budget, the City no longer anticipates a recession as inflation is receding, unemployment is low, and the federal government cut the interest rate half a percent. The stock market continues to exceed record highs. However, prices of goods and services continue to be high in many sectors, unemployment is increasing from record lows, consumer debt is high with consumer demand cooling, and because it is a presidential election year there is much speculation and uncertainty.

For the City of Tumwater, the General Fund includes a high fund balance with virtually no debt with revenue forecasts strong. Alternatively, staff identified many needs of non-represented salaries, deferred maintenance, and additional FTEs. The City maintains a two-month reserve.

Director Niemeyer reviewed the trend of ending fund balance. The forecast for ending fund balance in 2024 is \$30 million which is the highest amount of any ending fund balance of the City.

Following additional clarification of the ending fund balance, Councilmember Agabi pointed out that expenditures are forecasted to be approximately the same as the ending fund balance.

Councilmember Dahlhoff inquired about previous budget presentations including a graph depicting a projection of the City falling from a financial cliff. Director Niemeyer said during the last biennium, the graph was included during the budget process; however, following discussion with City Administrator Parks and the Mayor it was acknowledged that the structural deficit highlighted in the graph is attributed to the cap of 1% in the increase of property tax, which does not keep pace with the City's growth demands. A structural deficit exists because of state law. Staff recommends a different direction for forecasting the financial condition in the future. Councilmember Dahlhoff said she prefers to retain the graph as it lends to the discussion of hiring another management position while there is a need for frontline employees who provide utilities and services. She does not foresee the need of another position in the executive branch of the City without the

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benefit of the graph as it speaks to an ongoing conversation about the future of the City's financial condition.

Director Niemeyer explained that the position would not be a City employee but would serve as a consultant to assist the City in planning and identifying possible new sources of revenues to produce a 10-year financial plan with strategies and a model to utilize in the future.

Councilmember Jefferson requested information on the duties and responsibilities of the financial consultant in addition to the graph of the financial cliff.

Councilmember Dahlhoff commented that several years ago when the City discussed hiring a sustainability coordinator and an economic development manger, the goal of the economic development position was to assume some financial responsibilities. City Administrator Parks explained that the function of the position was responsible for developing strategies to improve the economy of the community. The proposed financial position would examine the finances of the City, potential financial strategies, and opportunities for increasing revenues over a ten-year period.

Director Niemeyer said the next steps include budget presentations during Council worksessions over the next several months, followed by two public hearings on the budget, consideration of the regular property tax levy for the City and the Tumwater Metropolitan Park District, fee schedule for consideration and adoption, with final adoption of the budget in early December.

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

Mayor Sullivan reminded everyone of the Falls Fest at Brewery Park at Tumwater Falls on September 28, 2024 and the Clean-Up Drop-Off event on Saturday, October 5, 2024 at City Hall.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 8:11 p.m.**

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

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
OCTOBER 1, 2024 Page 1**

**CONVENE:** 7:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausser, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Police Chief Jon Weiks, Fire Chief Brian Hurley, Community Development Department Director Michael Matlock, Transportation & Engineering Department Director Brandon Hicks, Water Resources & Sustainability Department Director Dan Smith, Parks and Recreation Department Director Chuck Denney, Communications Manager Jason Wettstein, and Deputy City Clerk Tracie Core.

**SPECIAL ITEMS:**

**PROCLAMATION:  
FIRE PREVENTION  
WEEK OCTOBER 6 -  
12, 2024:**

Councilmember Althausser read a proclamation declaring October 6-12, 2024 as *Fire Prevention Week*. The proclamation urged all residents and businesses in the City of Tumwater to heed the messages within the proclamation and support the efforts of the Tumwater Fire Department and other emergency services to keep everyone safe from fires and in times of medical emergencies.

Mayor Sullivan presented the proclamation to Fire Chief Hurley.

Fire Chief Hurley thanked the Mayor and the Council for issuing the proclamation. Fire Prevention Week is observed each year during the same week of the Great Chicago Fire in 1871 when most fire prevention and fire safety efforts began in the country. The theme this year is “Smoke Alarms: Make them Work for You!” More than one-third of home fire deaths occur in homes with no smoke alarms. Some of the key messages are installing smoke alarms in each bedroom, outside each sleeping area, and on each level of a residence. Ensure smoke alarms meet the needs of all family members including those with sensory or physical disabilities. Test smoke alarms at least once a month and replace old smoke alarms after 10 years or if they no longer respond when tested. During October, the Tumwater Fire Department is visiting area schools and providing fire prevention education. The fire department offers a smoke detector replacement program. Contact the fire department to schedule a date for installation of a smoke alarm.

**PROCLAMATION:  
WALK TO SCHOOL  
MONTH, OCTOBER  
2024:**

Mayor Sullivan read a proclamation recognizing *Walk to School Month, October 2024*. The proclamation urged the people of the City of Tumwater to promote the safety and health of children this month and throughout the year by supporting pedestrian, bicycle and active

**TUMWATER CITY COUNCIL MEETING  
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transportation improvements, modeling safe pedestrian and bicycle behaviors, and helping make roads safer for those walking and biking by participating in safe driving practices and following the speed limit. Mayor Sullivan invited parents, school employees, and community leaders to make a lasting impression on community youth by joining Tumwater students in walking to school.

Mayor Sullivan presented the proclamation to Intercity Transit's Walk N Roll Program Supervisor, Kerri Wilson. The Walk N Roll Program helps schools organize walk n roll events encouraging families to consider walking and biking to school instead of driving students to school. The events promote safety by reducing traffic congestion and improving air quality around schools while also providing an opportunity for students to learn and practice pedestrian safety skills and build physical activity into their day. Ms. Wilson thanked the City for continuing to work on making Tumwater a more walkable and bicycle-friendly community.

**PROCLAMATION:  
HISPANIC HERITAGE  
MONTH SEPTEMBER  
15 - OCTOBER 15, 2024:**

Councilmember Von Holtz read a proclamation declaring *Hispanic Heritage Month September 15 to October 15, 2024*. The proclamation urged the community to join the City in learning and participating in events that celebrate the rich Hispanic cultural traditions.

**PUBLIC COMMENT:**

**Barry Halverson** said he lives in Yelm. He cited the Capitol Lake Deschutes River Estuary Interlocal Agreement (ILA). On October 11, 2023 he testified at the Thurston County Board of County Commissioners meeting on the issue prior to the Commission approving the memorandum of understanding. He testified that the project is a worthwhile effort; however, he does not believe the funding mechanism to support the maintenance dredging after the lake is returned to an estuary is good or fair to taxpayers. The ILA binds the City for over 24 years to pay over \$7.5 million into a fund for maintenance dredging of areas in Budd Inlet around marinas and yacht clubs, not Port facilities or deep-water areas. Many leaders he has spoken with do not know the facts. It is important to read section 10.1.1 in the ILA. Marinas and yacht clubs are private businesses except for the City of Olympia marina. This amounts to a gifting of taxpayer dollars to private citizens and businesses. Tax dollars should not be used for the project or any other reason for Budd Inlet. The problem was caused by the state 75 years ago and it is the state's responsibility to fund any additional dredging or the private marinas and yacht clubs and not the taxpayers. Although the state is paying for the rehabilitation of the estuary, his comments pertain to the West Bay area the ILA covers. He forwarded the Council a letter with detailed facts about the project and the ILA. That letter was vetted with the Department of Enterprise Services (DES) to ensure his facts were accurate. Signing the ILA would be a mistake and the Council



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would be subjecting every Mayor and Councilmember for the next 24 years to pay the debt. Although those costs in the first year are expected to be only \$184,000, the annual bill will grow to over half a million dollars each year by the end of the ILA. The City of Tumwater has done many great things with bike paths and walking paths. The City could use the funds for City improvements other than paying for private marinas and yacht clubs. He asked the Council not to approve the ILA, send it back to DES, and make them find another avenue to pay for the project, such as state funds or marina or yacht club funds or a combination of those sources. He questioned why taxpayers should pay to dredge areas to enable private vessels to travel in and out of private docking berths.

**Pamela Hansen, P.O. Box 14521, Tumwater**, wished former President Jimmy Carter a happy 100<sup>th</sup> birthday. President Carter was once paired with General Colin Powell in 1994 on a peace mission to Haiti. General Powell was the enforcer during the peace negotiation mission and though he later wrote a children’s book he was known for breaking his glass top desk. Fast forward to the National Guard Training Logistics and Education Center that turned into the Army Readiness Center and now appears to be the Thurston County Readiness Center. Judge Dixon ruled on military use of parks disallowing United States Navy Seals from using state parks for ops. The City of Tumwater allowed construction of the Kimmie Street military facility through a quasi-judicial process without significant input or process to provide information to the public that could be a foundation for a restraining order or litigation. Ownership of land is different than the use of land. She spoke to her cell phone signal during the pandemic redirected to a cell tower off I-5 near Trospen Road. She was able to trace the signal and suggested the nontraditional cell tower location was because the cell tower was corrupted. She alleged that AI inserted “pig” into her respectful request for generating law enforcement storyboard YouTube channel images. She questioned how AI was invented. For the most part, she plans to continue with the issue and not at the podium due to the national security implications of the Tumwater military owned property with unknown capabilities, unknown staff, and unknown resources provided by Congress that may include decisions by some U.S. Representatives. It was a public process though controversial that eventually demilitarized a military facility in Alaska. There is no quick answer to this undefined massive military controversy in Tumwater.

**CONSENT CALENDAR:**

- a. Approval of Minutes: City Council September 17, 2024
- b. Payment of Vouchers
- c. Lodging Tax Advisory Committee 2025 Funding Recommendations

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**MOTION:** **Councilmember Von Holtz moved, seconded by Councilmember Althausser, to approve the consent calendar as published. A voice vote approved the motion unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

**PUBLIC HEARINGS:**

**RESOLUTION R2024-016, OPPOSING THE PASSAGE OF WASHINGTON STATE BALLOT INITIATIVE NO. 2117, CONCERNING CARBON TAX CREDIT TRADING:**

Manager Wettstein introduced and reviewed Resolution R2024-016, opposing the passage of Washington State Ballot Initiative No. 2117 concerning carbon tax credit trading.

Initiative 2117, if passed, would prohibit state agencies from imposing any type of carbon tax credit trading, and repeal legislation establishing a cap and invest program to reduce greenhouse gas emissions. The measure would decrease funding for investments in transportation, clean air, renewable energy, conservation, and emissions-reduction. Adoption of the resolution opposes Initiative No. 2117 and supports the Council’s Strategic Priority to be a leader in environmental health and sustainability. The initiative would also potentially affect the City by losing access to grants under the Washington Climate Commitment Act. Staff recommends adoption of Resolution R2024-016, opposing the passage of Washington State Ballot Initiative No. 2117.

Mayor Sullivan opened the public hearing at 7:22 p.m.

**PUBLIC TESTIMONY:**

**Jim Lazar, 1907 Lakehurst Drive, Olympia,** said he is a retired energy economist who spent his career working in energy, utility regulations, energy efficiency, and renewable energy. The Climate Commitment Act is one of the most important and boldest steps that any state has enacted to address the climate crisis. The Council adopted the climate emergency resolution and is a participant in efforts supporting the Climate Mitigation Plan. Later in the week, the Council will participate in a ribbon cutting ceremony for one of the City’s new energy projects. Initiative No. 2117 would undo the bold steps. A number of projects are funded in the community from the Climate Commitment Act including electric vehicle charging stations, energy efficiency in schools and public buildings, and the resilience center constructed by the Nisqually Indian Tribe. There is a long list of projects funded in part through the Climate Commitment Act in Thurston County. He commended the Council for considering the resolution opposing the initiative. He serves a co-lead for the local Indivisible Chapter that has been working to oppose all four state initiatives on the loss of capital gains tax, repeal of the Climate Commitment Act, and other measures in the state. He urged the

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Council to join more than 500 other public entities around the state opposing Initiative No. 2117. Similar resolutions are under consideration by the City of Olympia and the City of Lacey. The City of Vancouver was one of the first cities opposing the initiative.

Mayor Sullivan closed the public hearing at 7:26 p.m.

Councilmember Althauser commented that the resolution is an important step. He agreed with many of Mr. Lazar’s comments. The Climate Commitment Act is an important state law strategically for the state’s future. The City declared a climate emergency and is part of the local climate effort to address the climate crisis. The City has received testimony from high schools about the importance of climate change and the urgent need to take action. The City is a beneficiary of the act directly in the form of grants as well as indirectly in the form of future funding streams. The viability of environmental projects depends upon future funding. He urged the Council to support the resolution.

Councilmember Swarthout acknowledged Councilmember Althauser for recommending consideration of the resolution. The issue is important. As a representative of the City on regional climate efforts, the work completed to date has been difficult without funding. She supports the resolution.

**MOTION:** Councilmember Swarthout moved, seconded by Councilmember Althauser, to Adopt Resolution R2024-016, opposing the passage of Washington State Ballot Initiative No. 2117 Concerning Carbon Tax Credit Trading A voice vote approved the motion unanimously.

**COMMITTEE  
REPORTS:**

**PUBLIC HEALTH &  
SAFETY:**  
*Peter Agabi*

The next meeting is scheduled on October 8, 2024 and includes an update on Crisis Response by the Tumwater Fire Department and consideration of Resolution R2024-015, Affirming the Council’s commitment to equality, dignity and the protection of civil rights, and standing against hate, bigotry, and discrimination.

**GENERAL  
GOVERNMENT:**  
*Michael Althauser*

The next meeting is scheduled on September 9, 2024. The meeting continues the review of the update of the Comprehensive Plan.

**PUBLIC WORKS:**  
*Eileen Swarthout*

The agenda for the meeting on Thursday, September 10, 2024 include review and consideration of a Small Works Contract with Sare Electric for the City of Tumwater Fleet EV Charging Stations Project,

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an Interagency Agreement with Washington Department of Commerce for Washington Electric Vehicle Charging Program (WAEVCP), and Acquisition of the Reykdal and Langton Properties for the Percival Creek Fish Passage Barrier Removal Project.

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

There was no meeting and no report.

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

City Administrator Parks reported the budget binders will be provided to the Council at the next worksession. The worksession will be in a hybrid format.

The Association of Washington Cities (AWC) Legislative Agenda has been posted on the AWC’s website. She encouraged the Council to review the document as the legislative priorities focus on fiscal sustainability related to the property tax cap of 1%, behavioral health treatment capacity, housing supply, public safety issues, and infrastructure investment.

The City will be presenting a service provider agreement to the Council for the 93<sup>rd</sup> Avenue Interchange Study scheduled to commence before the end of the year. Staff completed interviews of two design team finalists for the Deschutes Valley Trail project.

Mayor Sullivan reported on her attendance to the Intercity Transit Authority Board joint meeting with the Citizens Advisory Committee. Members approved and presented the Citizens Advisory Committee Stipend Program to afford compensation to community members serving on the committee. Members reviewed the 2025-2030 Strategic Plan and the Citizens Advisory Committee self-assessment process. The Board welcomed and congratulated all employees participating in the bus rodeo. For the first time in seven years, Intercity Transit placed second.

The City’s annual Drop Off-Clean Up event is scheduled on Saturday, October 5, 2024 from 9 a.m. to noon at City Hall. The event features recycling and shredding services.

**COUNCILMEMBER  
REPORTS:**

***Joan Cathey:***

There were no meetings and no report.

***Angela Jefferson:***

At the last Emergency Medical Services Council meeting, members discussed the placement of the eighth medic unit in Tumwater. Contract negotiations are underway for ambulance services. Members

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reviewed the draft Comprehensive Plan update that focuses on home care and less time in the hospital with more recovery at home based on lessons learned during the COVID pandemic when hospitals no longer had sufficient hospital beds. A pilot program will be initiated for “Secure Medications in the Field” comprised of medics responding to calls at residences and observing bottles of medicine. Medics will offer a medication secure bag to help prevent overdoses. Results from the program will be reviewed by the Council.

Councilmember Jefferson reported on her attendance in conjunction with Councilmembers Dahlhoff, Von Holtz, and Swarthout to the new leadership club formation at Black Hills High School on Saturday, September 21, 2024 at 8 a.m. Councilmembers shared information with students to encourage a partnership between students and the City for future employment at the City and serving as a volunteer for the City. She shared some details of the information Councilmembers shared with the students.

Councilmember Jefferson attended the Falls Fest. She shared information with the community about Tumwater HOPES and the school district partnership.

***Leatta Dahlhoff:***

Councilmember Dahlhoff commented on the importance of attending the student leadership meeting and her contact with several students during and after the meeting who indicated a desire to learn more about the Council.

Councilmember Dahlhoff attended Falls Fest, is scheduled to attend the T-Comm 9-1-1 meeting on Wednesday, October 2, 2024, and the Public Health and Safety Committee meeting on October 8, 2024.

***Kelly Von Holtz:***

Councilmember Von Holtz said the student leadership meeting was an amazing event with local youth. She also received an email from one of the students who shared some ideas on plantings along roads to help protect Monarch butterflies.

Councilmember Von Holtz plans to attend the Public Health and Safety Committee on October 9, 2024.

The Falls Fest was a great event. Councilmember Von Holtz thanked staff and volunteers for their efforts to produce the event. She received many questions from the community about the status of the brewery property and the status of the South Pacific Restaurant property that was destroyed by fire. She is concerned about the status of the property because of stormwater runoff and potential contamination.

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City Administrator Parks advised that the owner of the South Pacific building recently received authorization from his insurance company to move forward to demolish the remaining building and burned materials. The owner applied for a demolition permit from the City.

The brewery redevelopment project continues to move forward under the EPA grant and the Department of Ecology grant. Phase 1 environmental assessments are in progress. Phase 2 environmental assessments will follow. Following the hiring of the Economic Development Coordinator, the City plans to move forward with a Planned Action EIS process, a large lengthy community process to identify a potential use for the property and the necessary scope of clean up of the property.

***Peter Agabi:***

Councilmember Agabi reported on his monthly meeting with Economic Development Council (EDC) Executive Director Michael Cade. He received an update on the results of the EDC meeting that he was unable to attend. Over the summer, Mr. Cade forwarded information on a business near the airport. The business sponsors high school students as apprentices for computer trades. The program has successfully graduated a majority of the participants. The next EDC meeting includes a planning session by the Board on October 30, 2024.

***Michael Althaus:***

There were no meetings and no reports.

***Eileen Swarthout:***

Councilmember Swarthout reported on participation at the Falls Fest. She acknowledged the work of Parks and Recreation employees for their efforts to create a family-friendly event. Another question from community members was the timing off the reopening of the Falls Terrace Restaurant.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 7:49 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: October 15, 2024  
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- September 27, 2024, payment of Eden vouchers 174293 to 174319 in the amount of \$206,077.90 and electronics payments 903091 to 903097 in the amount of \$74,805.96 and wire payments in the amount of \$255,514.52; payment of Enterprise vouchers 184515 to 184624 in the amount of \$1,012,264.55 and electronic payments 904674 to 904720 in the amount of \$1,225,335.79 and wire payments in the amount of \$87,404.53.
- October 4, 2024, payment of Eden vouchers 174320 to 174330 in the amount of \$1,763.14; payment of Enterprise vouchers 184625 to 174704 in the amount of \$518,378.84 and electronic payments 904721 to 904756 in the amount of \$212,666.61.

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 upon request of the Assistant Finance Director. The most significant payments\* were:

<b>Vendor</b>		
WA ST DEPT OF REVENUE	87,404.53	AUGUST SALE USE EXCISE TAX
AWC EMPLOYEE BENEFIT TRUST	153,535.70	SEPT COLL FOR OCT PREMIUMS
MILES RESOURCES, LLC	338,850.51	PAYMENT #1 ISRAEL RD AND LINDERSON WAY PED AND BICYCLE IMPROVEMENTS
THURSTON COUNTY	53,355.44	2 <sup>ND</sup> QTR PAYMENT FOR PUBLIC DEFENSE SERVICES
TUMWATER SD #33	249,042.00	IMPACT FEES MAY – AUGUST 2024
CLARY LONGVIEW, LLC	50,149.36	2025 FORD INTERCEPTOR - FIRE
DELL MARKETING LP	22,766.84	LAPTOPS, PC's, MONITORS 8/23/24
HDR ENGINEERING	26,328.93	OLD HWY 99 & 79 <sup>TH</sup> AVE RAB 7/28/24 – 8/24/24
LEOFF HEALTH & WELFARE TRUST	52,669.49	SEPT COLL FOR OCT PREMIUMS POL MD
LOTT WASTEWATER ALLIANCE	842,535.99	AUGUST 2024 LOTT FEES
SHEA CARR & JEWELL, INC	46,337.18	2 <sup>ND</sup> AVE PED & BIKE IMPROVEMENTS 8/3/24 – 8/30/24
TYLER TECHNOLOGIES, INC	117,887.97	TYLER MAINTENANCE 11/17/24 – 11/16/25

Vendor		
EXP U.S. SERVICES INC	25,480.16	2025 comp plan update climate element development 8/1/24 – 8/31/24
HALEY & ALDRICH, INC	20,502.42	Environmental svcs Oly Brewery & Knoll Warehouse
HOUSING AUTHORITY OF THURSTON COUNTY	59,404.50	Tumwater Inn remediation
NISQUALLY INDIAN TRIBE	47,735.50	Incarceration & Booking fees August 2024
R2H ENGINEERING, INC	91,345.81	SE Water Reservoir modeling & design
CAROLLO ENGINEERS, INC	25,968.12	Source Dev Planning Phase 1
CLARY LONGVIEW, LLC	59,941.13	2024 Ford F550 W/Versalift for TED streets
CLARY LONGVIEW, LLC	60,893.97	2024 Ford F150 Red – New for Fire

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

- 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.

- 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.

### Enterprise ERP

Voucher/Check Nos 184515 through 184624 in the amount of \$1,012,264.55

Electronic payment Nos 904674 through 904720 in the amount of \$1,225,335.79

Wire Payments in the amount of \$87,404.53

### Eden

Voucher/Check Nos 174293 through 174319 in the amount of \$206,077.90

Electronic payment Nos 903091 through 903097 in the amount of \$74,805.96

Wire payments in the amount of \$255,514.52



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Asst. Finance Director, on behalf of the Finance Director

Checks dated 09/27/2024

## 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.


Enterprise ERP

Voucher/Check Nos 184625 through 184704 in the amount of \$518,378.84

Electronic payment Nos 904721 through 904756 in the amount of \$212,666.61

Eden

Voucher/Check Nos 174320 through 174330 in the amount of \$1,763.14



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Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/04/2024

TO: City Council  
 FROM: Alyssa Jones Wood, Sustainability Coordinator  
 DATE: October 15, 2024  
 SUBJECT: Small Works Contract with Sare Electric for the City of Tumwater Fleet EV Charging Stations Project

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1) Recommended Action:

Approve and authorize the Mayor to sign the Small Works Contract with Sare Electric for Fleet EV Charging Stations Project. This contract was recommended for approval via consent calendar by the Public Works Committee at their October 3, 2024 meeting.

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2) Background:

The Thurston Climate Mitigation Plan (TCMP) was accepted by the City Council via Resolution No. 2021-001. The TCMP includes action T3.10 “zero emission fleets.” The City of Tumwater completed an internal Fleet Electrification Assessment in November 2023 which estimated the number of fleet vehicles that can be electric between 2024 and 2030 and the number and types of charging stations that would be needed to support those vehicles. The City was awarded a grant from the Department of Commerce to facilitate the installation of charging stations at five City facilities to help meet those identified needs. Sare Electric will carry out the construction and installation of these charging stations.

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3) Policy Support:

City Strategic Priorities and Goals 2023 – 2024, Be a Leader in Environmental Sustainability – Continue to update and advance the Climate Action Plan.

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4) Alternatives:

- Do not approve the Small Works Contract.
- 

5) Fiscal Notes:

Total project costs are estimated at \$122,181. Staff are braiding multiple grants/incentives and budgeted City funds to cover the total project cost. This contract, in the amount of \$89,458 will be completed by SARE electric. The remaining total cost will be for the equipment, which will be purchased separately. The City has been awarded a \$78,000 grant that will go towards this project, as well as anticipated Puget Sound Energy’s Up & Go Electric for Fleet incentives in the amount of \$40,000.

This project is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).

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6) Attachments:

- A. Small Works Contract

**PUBLIC WORKS CONTRACT  
FOR**

**Electric Vehicle Charger Installation for City of Tumwater Fleet Project**

THIS PUBLIC WORKS CONTRACT (“Contract”) is dated effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is made by and between the City of Tumwater, a Washington municipal corporation (“City or Owner”), and **Sare Electric Inc.**, a Washington corporation (“Contractor”).

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the **Electric Vehicle Charger Installation for City of Tumwater Fleet** project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties (“Parties”) agree to the following terms and conditions:

**1. SERVICES BY CONTRACTOR**

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the **Electric Vehicle Charger Installation for City of Tumwater Fleet** project. The Project includes, without limitation, the installation of one Level 2 Electric Vehicle (EV) charging station each at the following locations: City Hall at 555 Israel Road, the Police Station at 555 Israel Road, the Fire Station at 311 Israel Road, the Fire Station at 405 Linwood Avenue, and at Old Town Center at 215 North 2<sup>nd</sup> Avenue, and other work; as detailed in the Scope of Work, all in accordance with the Contract Documents (“Work”). Work shall be performed and completed as described in the Contract Documents, which include without limitation, this Contract; Scope of Work attached as Attachment A; Notice of Completion of Public Works Contract attached as Exhibit A; Contract Change Order Agreement attached as Exhibit B; Notice to Labor Unions or Other Employment Organizations of Nondiscrimination in Employment attached as Exhibit C; Certificate(s) of Insurance Form attached hereto as Exhibit D; Performance Bond attached as Exhibit E-1; Payment Bond attached as Exhibit E-2; Contractor’s Retainage Agreement attached as Exhibit F; Retainage Bond to City of Tumwater attached as Exhibit G; Special Provisions; current State Prevailing Wage Rates attached as Appendix A; Federal Wage Rates attached as Appendix B;; incorporated herein by this reference (collectively the “Contract Documents”). Work shall be completed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Completion Date. The Work shall commence within ten (10) days of the issuance by the City of the Notice to Proceed. The Work shall be completed within one hundred (100) working days which will begin the first day the Contractor begins work or ten (10) days after the Notice to Proceed is issued by the City, whichever occurs first. In the event the Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit A.

1.3 Liquidated Damages. Time is of the essence of the Contract. Delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages calculated on the following formula for its failure to complete this Contract on time:

- (1) To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for completion, and
- (2) To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

**LIQUIDATED DAMAGES FORMULA**

$$LD = \frac{0.15C}{T}$$

Where: LD = Liquidated damages per working day (rounded to the nearest dollar).

C = Original Contract amount.

T = Original time for completion.

When the Work is completed to the extent that the City has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, the City may determine the Work is complete. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete this entire Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.6 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as Exhibit B, which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the

City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

1.7 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.8 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the “one call” locator system before commencing any excavation activities.

1.9 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City.

## **2. TERM**

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work as described in the Scope of Work, and final acceptance by the City, and the expiration of all warranties contained in the Contract Documents (“Term”).

## **3. WARRANTY**

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being licensed to do business in the City of Tumwater by obtaining a City of Tumwater business license. Contractor represents that it has visited the site and is familiar with all of the elements and requirements necessary to complete the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City’s final acceptance of the Work as more fully set forth in the General Special Provisions. This warranty shall survive termination of this Contract. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

## **4. COMPENSATION**

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor in accordance with Attachment A, Scope of Work, which amount shall constitute full and complete payment by the City (“Total Compensation”).

4.2 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. The basis of payment will be the actual quantities of work performed according to the contract and as specified for payment. Payments will be made for work and labor performed and materials furnished under the contract according to the price in the proposal unless otherwise provided. Partial payments will be made once each month, based on partial estimates prepared by the Project Manager. Failure to perform any obligation under this Contract may be adequate reason for the City to withhold payments until the obligation is performed.

Upon completion of all work and after final inspection, the amount due the Contractor under the contract will be paid based upon the Final Voucher made by the Project Manager and signed by the Contractor.

Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

## **5. NONDISCRIMINATION**

A. The City is an equal opportunity employer.

### **B. Nondiscrimination in Employment**

The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

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

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

(c) Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a

reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

C. Nondiscrimination in Services. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

## **6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the Term for other parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

## **7. CITY'S RIGHT TO TERMINATE CONTRACT**

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City's option, become its property. In the event Contractor is not in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City's satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

7.2 Termination For Cause. The City may immediately terminate this Contract, take possession of the Property and all materials thereon and finish the Work by whatever methods it may deem expedient, upon the occurrence of any one or more of the following events:

- (1) If the Contractor should be adjudged a bankrupt.



- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of the Contractor.
- (4) If the Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.
- (6) If the Contractor should fail to complete the Work in compliance with Attachment A, Scope of Work, to the City's satisfaction.
- (7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.
- (8) If the Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.
- (9) If the Contractor should persistently disregard instructions of the City Administrator or his or her representative.
- (10) If the Contractor shall be in breach or violation of any term or provision of this Contract, or
- (11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

7.3 Result of Termination. In the event that this Contract is terminated for cause by the City, the City may do any or all of the following:

- (1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.
- (2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.
- (3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sell the same, the proceeds of which shall be paid to the City for its damages.
- (4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

## 8. INDEMNIFICATION

8.1 Contractor Indemnification. The Contractor 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 Contract to the extent caused by the negligent acts, errors or omissions of the Contractor,

its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor'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 benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, 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, licenses, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

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

## 9. INSURANCE

9.1 Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating which is satisfactory to the City:

- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
- (2) Commercial General Liability insurance shall be written with limits no less than \$4,000,000 each occurrence, and, per project, in the aggregate for each period (may be substituted with \$3,000,000 Commercial General Liability insurance per occurrence and in the aggregate with a minimum of \$1,000,000 Excess or Umbrella Liability insurance per occurrence and in the aggregate as detailed in APWA GSP Section 1-07.18(5)D included in these Contract Documents);
- (3) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2 Endorsements. Each insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.
- (2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.
- (3) Coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.
- (4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.
- (5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

9.3 Verification. Contractor shall furnish the City with certificates of insurance on an ACORD™ Certificate of Liability Insurance form or an equivalent format attached hereto as Exhibit F, which certificate must be executed by a person authorized by the insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

9.4 Subcontractors. Contractors shall include all subcontractors as additional insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be disclosed by Contractor and approved in writing by the City. At the option of the City, Contractor shall either reduce or eliminate such deductibles or self-insured retentions or procure a bond guaranteeing payment for any amounts not covered by the insurance by reason of such deductibles or self-insured retentions.

9.6 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the Scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

9.7 Termination. The Contractor's failure to provide the insurance coverage required by this Section shall be deemed to constitute non-acceptance of this Contract by the Contractor and the City may then award this Contract to the next lower bidder.

## **10. PERFORMANCE AND PAYMENT BONDS**

Pursuant to RCW 39.08.010, Contractor shall post both a Performance Bond, attached to this Contract as Exhibit E-1, and a Payment Bond, attached to this Contract as Exhibit E-2, in favor of the City, and incorporated by this reference, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bonds.

## **11. SAFETY**

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against any known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from danger all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

## **12. PREVAILING WAGES**

12.1 Wages of Employees. This contract is subject to the minimum wage requirements of Chapter 39.12 RCW and Chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The Hourly minimum rates for wages and fringe benefits are listed in Appendix A. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Appendix A.

The Contractor, any subcontractor, and all individuals or firms required by Chapter 39.12 RCW, Chapter 296-127 WAC, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by Chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of Chapter 39.12 RCW because of the definition "Contractor" in Chapter 296-127-010 WAC, complies with all the requirements of Chapter 39.12 RCW.

12.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract, do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

12.3 Reporting Requirements. On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Project Manager the following for itself and for each firm covered under Chapter 39.12 RCW that provided work and materials of the contract:

- (1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a copy of the approved form has been submitted to the City.
- (2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the Contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the City.

The Contractor shall be responsible for requesting these forms from the State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted weekly by the Contractor to the City, for the Contractor and all subcontractors or lower tier subcontractors.

12.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

### **13. FAILURE TO PAY SUBCONTRACTORS**

In addition to any other remedies provided herein, in the event the Contractor shall fail to pay any subcontractors or laborers, fail to pay for any materials, or fail to pay any insurance premiums, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, materials or premiums.

### **14. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

### **15. CONFIDENTIALITY**

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

### **16. BOOKS AND RECORDS**

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. 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 Contract.

### **17. CLEAN UP**

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

### **18. GENERAL PROVISIONS**

18.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

18.2 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

18.3 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

18.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

18.5 Successors in Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

18.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be Thurston County, Washington.

18.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

18.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

18.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

18.10 Notices. Any notices required to be given by the City to the Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

18.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

18.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

18.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the City Administrator or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

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

**CITY OF TUMWATER**  
555 Israel Road SW  
Tumwater, WA 98501-6515

**SARE ELECTRIC, INC.**  
2540 Black Lake Boulevard SW  
Tumwater, WA 98512-6116

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

Telephone: 360-352-2628  
Tax ID#: 601-257-309

Attest:  
  
\_\_\_\_\_  
Melody Valiant, City Clerk

By: \_\_\_\_\_  
Type/Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:  
  
\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON            )  
  ) ss  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Type/Print Name  
Notary Public in and for the State of Washington  
My commission expires: \_\_\_\_\_.



## Attachment A

### **Scope of Work**

---

Thank you for the opportunity to submit a quote for the installation of Level 2 Electric Vehicle (EV) charging stations for the City Fleet, as outlined in the Request for Quotes dated April 15, 2024.

After carefully reviewing the requirements outlined in the RFQ, we are pleased to provide the following proposal:

#### I. Work Overview

Sare Electric has performed eleven Blink Charger installations since October 2022. We have a great relationship and communication with the company. Making for easy turnkey projects.

#### II. Outline of Tasks, Products, and Project Schedule

Installation of Level 2 EV Charging Stations:

##### a. City Hall - 555 Israel Road SW, Tumwater WA

Installation of one Level 2 dual port Blink Series 7 Plus EVCS (Duration 2 weeks)

- Trench for underground conduit work, inspection, backfill and restoration
- Install 100A 2 pole breaker in the new 400A NEMA3R Panel installed for the Police EVCS(see b.)
- Install conduit and wire penetrate outside and transition to PVC underground conduit
- Pour concrete pad to mount EVCS
- Install 100A feeder to charger location
- Install and commission Blink EVCS (OFCI)
- Final inspection

##### b. Police Department (behind gate) - 555 Israel Road SW, Tumwater WA

Installation of one Level 2 dual port Blink Series 7 Plus EVCS

Stub-out for 3 parking spaces (Duration 3-4 weeks)

- Trench for underground conduit work, inspection, backfill and restoration
- Install 800A CT Can with meter utilize 400A (dependent on utility transformer having capacity and PSE approval)
- Provide two spare 2.5" conduits for second future 400A panelboard

Post Office Box 12870 Olympia Washington 98508-2870  
 telephone (360) 352-2628  
 facsimile (360) 754-1366  
 SAREEI\*001BD





- Provide 2" future conduit for additional EVCS
- Install 400A 3PH nema3r panelboard with two 100A 2 pole breakers for EVCS
- Install service feeders and feed 400A panelboard
- Service Inspection
- Pour concrete pad to mount EVCS
- Install 100A feeder to charger location
- Install and commission Blink EVCS (OFCI)
- Final inspection

Installation of one Level 2 dual port Blink Series 7 Plus EVCS

Stub-out for 0 parking spaces (Duration 2 weeks)

c. Fire Station - 311 Israel Road SW, Tumwater, WA

- Trench for underground conduit work, inspection, backfill and restoration
- Saw cut concrete to install charges at nearest two parking stalls
- Install 100A 2 pole breaker in MDP (this will be subject to a 12-month demand meter study to verify capacity)
- Install conduit and penetrate outside and transition to PVC underground conduit
- Install 100A feeder to charger location (Ampacity subject to availability)
- Install and commission Blink EVCS (OFCI)
- Final inspection

Installation of one Level 2 dual port Blink Series 7 Plus EVCS

Stub-out for 0 parking spaces (Duration 2 weeks)

d. Fire Station - 405 Linwood Ave, Tumwater, WA

- Trench for underground conduit work, inspection, backfill and restoration
- Install 100A 2 pole breaker in MDP (this will be subject to a 12-month demand meter study to verify capacity)
- Install conduit and wire penetrate outside and transition to PVC underground conduit
- Pour concrete pad to mount EVCS
- Install 100A feeder to charger location (Ampacity subject to availability)
- Install and commission Blink EVCS (OFCI)
- Final inspection

Post Office Box 12870 Olympia Washington 98508-2870  
 telephone (360) 352-2628  
 facsimile (360) 754-1366  
 SAREEI\*001BD



Installation of one Level 2 dual port Blink Series 7 Plus EVCS

Stub-out for 0 parking spaces (Duration 2 weeks)

e. Old Town Center - 215 N 2nd Ave SW

- Trench for underground conduit work, inspection, backfill and restoration
- Saw cut concrete to install charges at nearest two parking stalls
- Install 100A 2 pole breaker in available panelboard (this will be subject to a 12-month demand meter study to verify capacity)
- Install conduit and penetrate outside and transition to PVC
- Pour concrete pad to mount EVCS
- Install 100A feeder to charger location (Ampacity subject to availability)
- Install and commission Blink EVCS (OFCI)
- Final inspection

<u>Description</u>	<u>Number of Hours</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Installation Labor	396	\$ 119.20	\$ 47,202.05
Installation Parts/Supplies	1	\$ 37,756.22	\$ 37,756.22
Permits/Inspections	1	\$ 1,000.00	\$ 1,000.00
Site Restoration	1	\$ 1,000.00	\$ 1,000.00
Painting, Striping, Signage	1	\$ 2,500.00	\$ 2,500.00
Other (Utility Fee Budget Subject to PSE):			\$ 10,000.00
Sales Tax (9.7%)			\$ 9,647.45
TOTAL			\$ 109,105.72
(Optional) Overhead LED Lighting and Installation for Charging Stations Per Pole	1	\$ 9,763.30	\$ 9,763.30

#### IV. Examples of Firm's Experience

1. Highline School District, Burien, WA installed new 480V service w/ eight Level 3 Bus EV Chargers
2. Intercity Transit, Olympia, WA installed three Blink IQ200 Dual Port Chargers
3. Olympic College, Bremerton, WA installed five Blink IQ200 Single Port Chargers
4. Highline College, Des Moines, WA installed two Blink IQ200 Dual Port Chargers with CMS

Post Office Box 12870 Olympia Washington 98508-2870  
 telephone (360) 352-2628  
 facsimile (360) 754-1366  
 SAREEI\*001BD



## V. References

1. Bo Campbell, Deployment Manager, Blink Charging, [bcampbell@blinkcharging.com](mailto:bcampbell@blinkcharging.com) (786)922-1624
2. Tanya Baker, Project Manager, Tumwater School District, [Tanya.Baker@tumwater.k12.wa.us](mailto:Tanya.Baker@tumwater.k12.wa.us) (360)239-0413
3. Ellie Daneshnia, Executive Director of Capital Planning & Construction [ellie.daneshnia@highlineschools.org](mailto:ellie.daneshnia@highlineschools.org) (206)631-7575

## VI. Conclusion

We believe that our proposal meets the requirements outlined in the RFQ and demonstrates our capability to successfully complete the project.

Please find the attached detailed breakdown of costs and additional information.

Affirm:

- ✓ If selected, at least 15% of crew assigned to this job will be apprentices.
- ✓ This quote was created utilizing prevailing wage rates.
- ✓ If selected, this job will adhere to prevailing wage requirements and reporting.
- ✓ This project can be completed within 6 months of an executed contract with the selected contractor.

Should you have any questions, please do not hesitate to contact us at (360) 352-2628.

Thank you for considering our proposal. We look forward to the opportunity to work with the City of Tumwater on this project.

Dakota Kaech

Post Office Box 12870 Olympia Washington 98508-2870  
telephone (360) 352-2628  
facsimile (360) 754-1366  
SAREEI\*001BD

**Exhibit A**

CITY OF TUMWATER

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor:

Project:

The City of Tumwater has determined that the \_\_\_\_\_[Project]  
has been Physically Completed per Section 1-08.5 of the Standard Specifications as of  
\_\_\_\_\_, 20\_\_\_\_, for all work that the contract requires.

This date shall constitute physical completion of the contract but shall not imply the City's  
acceptance of the work or contract.

Sincerely,

Manager

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**Exhibit B**

**CONTRACT CHANGE ORDER AGREEMENT**



PROJECT:  PROJECT #:  CONTRACTOR:	CHANGE ORDER NO: <input style="width: 100%;" type="text"/>  ORIGINAL CONTRACT AMOUNT: <input style="width: 100%;" type="text"/>  UNDER ESTIMATE NO: <input style="width: 100%;" type="text"/>
---	---

ITEM	DESCRIPTION	Unit	Unit Price	Quantity	Increase	Decrease
SUB TOTAL					\$ -	\$ -
NET INCREASE/DECREASE			\$ -			
PREVIOUS CHANGE ORDER TOTALS					\$ -	\$ -
TOTAL CHANGE ORDERS					\$ -	\$ -
TOTAL NET			\$ -			
TOTAL CHANGE ORDER % OF ORIGINAL CONTRACT						

**SUMMARY OF PROPOSED CHANGE:**

Following describes the proposed change in the Work:

The amount of working/calendar days that will be added to the total authorized contract days as a result of \_\_\_\_\_

**APPROVED BY:**

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

DIRECTOR, WATER RESOURCES & SUSTAINABILITY \_\_\_\_\_ DATE: \_\_\_\_\_

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**Exhibit C**

**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT ORGANIZATIONS OF  
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

AND TO: \_\_\_\_\_  
(Name of Union or Organization)

The undersigned currently holds contract(s) with \_\_\_\_\_ involving funds or credit of the City of Tumwater, Washington, or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant of employment because of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontractor(s) and Executive Order 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Complaints may be submitted to the City Project Manager,  
City of Tumwater, 555 Israel Road SW, Tumwater, WA 98501

\_\_\_\_\_  
Signed

\_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Date



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**Exhibit D**

**CERTIFICATE OF INSURANCE**

This is to certify to the City of Tumwater, Washington that the following policies are in force for:

Name of Insured \_\_\_\_\_

Address \_\_\_\_\_

Contract Title and/or Description of Job \_\_\_\_\_

**1. GENERAL LIABILITY**

A. Commercial, General Liability Insurance, and Business Automobile Liability Insurance with limits of not less than:

- (1) Commercial General Liability insurance shall be written with limits no less than \$4,000,000 each occurrence, \$4,000,000 general aggregate, and a \$3,000,000 products-completed operations aggregate limit (or as allowed in Public Works Contract Section 9 affording total liability limits of not less than stated).
- (2) Business Automobile Liability Coverage (including any and all leased, owned, hired or non-owned vehicles used in any activities associated with this contract) with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury, including personal injury or death, and property damage.

B. The following coverages are included in both Primary and Excess Liability Contracts.

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| (1) Broad Form Property Damage Coverage                             | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (2) Blanket Broad Form Contractual                                  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (3) Stop-Gap Employer's Contingent Liability                        | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (4) Underground Damage, Collapse and Blasting<br>or Explosion       | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (5) Contractor's Protective   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (6) Personal Injury Liability<br>(Libel, Slander, Defamation, etc.) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (7) Products and Completed Operations                               | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (8) Non-owned and Hired Auto Coverage                               | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (9) Mobile Equipment  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| (10) _____  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

C. General Requirements of Policy(ies) shall include, but not be limited to:

- (1) City of Tumwater is an additional named insured by endorsement as respects this contract and such insurance as is carried by the contractor is primary.
- (2) In the event of non-renewal, cancellation or material change in the coverage provided, thirty (30) days written notice shall be furnished the City of Tumwater prior to the date of non-renewal, cancellation or change, such notice to be sent to City of Tumwater Risk Manager, 555 Israel Road SW, Tumwater, WA 98501.

- (3) City of Tumwater has no obligation to report occurrences unless a claim is filed with the City of Tumwater; and City of Tumwater has no obligation to pay premiums.
- (4) The contractor's insurance policies contain a "cross liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

<b>Insurance Company(ies)</b>	<b>Policy No.</b>	<b>Effective</b>	<b>Expires</b>

I, \_\_\_\_\_, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of Insurance listed above provide the insurance coverage required by this Certificate of Insurance.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Type/Print Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Type/Print Name  
Notary Public in and for the State of Washington  
My commission expires: \_\_\_\_\_

The undersigned further certifies that the above signed is his authorized insurance representative.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Type/Print Name

**2. COMPENSATION INSURANCE**

The following coverages are provided as indicated:

A. Workman’s Compensation Act of the State of Washington  
(Account No. \_\_\_\_\_)

B. United States Longshoremen’s and Harborworker’s Compensation Act:

YES  NO

<u>Insurance Company(ies)</u>	<u>Policy No.</u>	<u>Effective</u>	<u>Expires</u>

I, \_\_\_\_\_, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of insurance listed above provide the insurance coverage required by this Certificate of Insurance.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Type/Print Name

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Type/Print Name  
Notary Public in and for the State of Washington  
My commission expires: \_\_\_\_\_

The undersigned further certifies that the above signed is his authorized insurance representative.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Type/Print Name

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**Exhibit E-1**

**CITY OF TUMWATER  
PERFORMANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned \_\_\_\_\_, (“Principal”) and \_\_\_\_\_, the undersigned corporation organized and existing under the laws of the State of \_\_\_\_\_ and legally doing business in the State of Washington as a surety (“Surety”), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation (“City”) in the penal sum of \_\_\_\_\_ Dollars and no/100 (\$\_\_\_\_\_) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated \_\_\_\_\_, 2024 for the Electric Vehicle Charger Installation for City of Tumwater Fleet Project.

NOW, THEREFORE, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement within a period of one (1) year after its final acceptance thereof by the City, then this obligation shall be void; but otherwise, if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the

City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety’s evaluation of the dispute is not complete or in the event the Surety disputes the City’s claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City’s declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma (“WAMS”). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, [www.usamwa.com](http://www.usamwa.com). The Surety shall not interplead prior to completion of the mediation.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

\_\_\_\_\_
By

\_\_\_\_\_
Type/Print Name

\_\_\_\_\_
Title

\_\_\_\_\_
Address

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was \_\_\_\_\_ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY]

By: \_\_\_\_\_  
Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
Name of Person Executing Bond

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

APPROVED AS TO FORM:

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



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**Exhibit E-2**

**CITY OF TUMWATER  
PAYMENT BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned \_\_\_\_\_, (“Principal”) and \_\_\_\_\_, the undersigned corporation organized and existing under the laws of the State of \_\_\_\_\_ and legally doing business in the State of Washington as a surety (“Surety”), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation (“City”) in the penal sum of \_\_\_\_\_ Dollars and no/100 (\$\_\_\_\_\_) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated \_\_\_\_\_, 2024 for the Electric Vehicle Charger Installation for City of Tumwater Fleet Project.

NOW, THEREFORE if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, this statutory Payment Bond shall become null and void, and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety’s evaluation of the dispute is not complete or in the event the Surety disputes the City’s claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the

Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City’s declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma (“WAMS”). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, [www.usamwa.com](http://www.usamwa.com). The Surety shall not interplead prior to completion of the mediation.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

\_\_\_\_\_

By

\_\_\_\_\_

Type/Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Address

\_\_\_\_\_

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was \_\_\_\_\_ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY]

By: \_\_\_\_\_  
Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
Name of Person Executing Bond

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

APPROVED AS TO FORM:

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

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**Exhibit F**

**CITY OF TUMWATER**

**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE**

**(Choose ONLY One)**

The owner shall withhold the retained percentage for this contract from time-to-time as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby elect to have the retained percentage for this contract held in a fund by the owner until sixty (60) days following final acceptance of the work. (No interest will be earned on the retained percentage amount under this election).

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤ ➤ ➤

I hereby elect to have the owner deposit the retained percentage for this contract, from time-to-time, as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby designate \_\_\_\_\_ as the depository for said funds, which shall be deposited in an interest earning account subject to joint control by owner and the contractor. All interest earned on said deposits shall belong to the contractor. If contractor fails to designate the depository, then the owner designates \_\_\_\_\_, which is the owner's depository under contract between said bank and the City of Tumwater.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of establishing said depository account and depositing the retained percentage as authorized by statute. The owner shall not be liable in any way for any costs or fees in connection therewith.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤ ➤ ➤

Complete, with appropriate signatures, the following ***Exhibit G RETAINAGE BOND TO CITY OF TUMWATER***, if choosing to bond for retainage.

**CERTIFICATION FOR RELEASE OF CONTRACT RETAINAGE**

Project Title:

I hereby certify that all work required by the above cited contract was completed on \_\_\_\_\_ and final acceptance by the City was granted on \_\_\_\_\_.

I also certify that no liens have been received within 60 days from the above date from any person, persons, mechanics, subcontractors or materialmen who has performed any work or provided any material of subject contract.

\_\_\_\_\_  
Contract Manager

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Type/Print Name

*Also, please find attached certifications by the applicable state agencies of the receipt of: 1) Washington State Business Taxes (Washington State Dept. of Revenue); 2) Industrial Insurance Premiums (State Dept. of Labor & Industries); and 3) Employment Security, Unemployment Insurance Premiums (State of Washington Employment Security Dept.)*

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**Exhibit G**

**RETAINAGE BOND TO CITY OF TUMWATER**

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, \_\_\_\_\_, as principal (“Principal”), and \_\_\_\_\_, a Corporation organized and existing under the laws of the State of \_\_\_\_\_, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety (“Surety”), are jointly and severally held and firmly bonded to the City of Tumwater (“City”) in the penal sum of: \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

A. This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted; and

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract with the Principal, providing for the \_\_\_\_\_ project, which contract is incorporated herein by this reference (“Contract”), and

C. Pursuant to State law, Chapter 60.28 RCW, the City is required to reserve from the monies earned by the Principal pursuant to the contract, a sum not to exceed five percent (5%), said sum to be retained by the City as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract or the doing of such work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the State with the respect to taxes imposed pursuant to Title 82 RCW which may be due from said Principal. Every person performing labor or furnishing supplies towards completion of said improvement or work shall have a lien on said monies so reserved, provided that such notice of the lien of such claimant shall be given in the manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any amendments that may hereafter be provided thereto; and

D. State law further provides that with the consent of the City, the Principal may submit a bond for all or any portion of the amount of funds retained by the public body in a form acceptable to the public body conditioned upon such bond any proceeds therefrom being made subject to all claims and liens and in the same manner and priority as set forth retained percentages pursuant to Chapter 60.28 RCW; and

E. The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth, for the amount of \$ \_\_\_\_\_; and

F. The City is prepared to release any required retainage money previously paid by the Principal prior to acceptance and successful operation and fulfillment of all other terms of said contract upon being indemnified by these presents,

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal

or subcontractors with provisions and supplies for the carrying on of said work, and if the Principal shall pay to the State all taxes imposed pursuant to Title 82 RCW which may be due from such Principal as a result of this contract then and in the event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Retainage Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, [www.usamwa.com](http://www.usamwa.com). The Surety shall not interplead prior to completion of the mediation.

The parties have executed this instrument under their separate seals this \_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By: \_\_\_\_\_

\_\_\_\_\_  
Type/Print Name

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

Address: \_\_\_\_\_

\_\_\_\_\_

CORPORATE SEAL OF SURETY: [SURETY]

By: \_\_\_\_\_

Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
Type/Print Name

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

Address: \_\_\_\_\_

\_\_\_\_\_

CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was \_\_\_\_\_ of said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary or Assistant Secretary

\_\_\_\_\_  
Type/Print Name

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Surety in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Surety, was \_\_\_\_\_ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary or Assistant Secretary

\_\_\_\_\_  
Type/Print Name

APPROVED AS TO FORM:

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

TO: City Council  
 FROM: Alyssa Jones Wood, Sustainability Coordinator  
 DATE: October 15, 2024  
 SUBJECT: Interagency Agreement with Washington Department of Commerce for Washington Electric Vehicle Charging Program (WAEVCP)

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1) Recommended Action:

Approve and authorize the Mayor to sign the Interagency Agreement with Washington Department of Commerce for WAEVCP. This agreement was recommended for approve via consent calendar by the Public Works Committee at their October 3, 2024 meeting.

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2) Background:

The Thurston Climate Mitigation Plan (TCMP) was accepted by the City Council on January 19, 2021 by Resolution No. 2021-001. The TCMP includes action T3.10 “zero emission fleets.” The City completed a Fleet Electrification Assessment in November 2023 which estimated the number of fleet vehicles that can be electric between 2024 and 2030 and the number and types of charging stations that would be needed to support those vehicles. This WAEVCP grant will fund the installation of charging stations at five City facilities to help meet those identified needs.

This project is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).

---

3) Policy Support:

City Council Strategic Priorities and Goals 2023 – 2024, Be a Leader in Environmental Sustainability - Continue to update and advance the Climate Action Plan.

City of Tumwater Contracting & Purchasing Policies and Procedures

1.6 Environmental Purchasing Requirements - Vehicles: Replace gas and diesel vehicles with Electric or Hybrid vehicles. Exceptions may be granted for medium- and heavy-duty vehicles for which there are no electric or hybrid models available and/or the cost is unreasonably prohibitive (RCW 43.19.648).

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4) Alternatives:

- Reject the WAEVCP grant funding, potentially jeopardizing the City’s standing with Department of Commerce for future grant opportunities.
- 

5) Fiscal Notes:

This WAEVCP grant will fund \$78,000 of the total fleet charging station upgrade, estimated to cost just over \$122,000. Additional funding in the amount of \$40,000 is anticipated from Puget Sound Energy’s Up & Go Electric for Fleet incentives. The remaining \$4,181 is currently budgeted from the City’s general fund.

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6) Attachments:

- A. Interagency Agreement



**Interagency Agreement with**

**City of Tumwater**

**through**

**Washington Electric Vehicle Charging Program (WAEVCP)**

**Contract Number:  
24-92802-030**

**For**

**City of Tumwater Fleet Charging – 5 Sites**

**Dated:** Thursday, August 15, 2024

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## Face Sheet

Contract Number: 24-92802-030

**Energy Division, Clean Transportation Unit  
 Washington Electric Vehicle Charging Program (WAEVCP)**

<b>1. Contractor</b> City of Tumwater 555 Israel Road SW Tumwater, WA 98501		<b>2. Contractor Doing Business As (as applicable)</b> NA	
<b>3. Contractor Representative</b> Alyssa Jones Wood Sustainability Coordinator 360-754-4140 ajoneswood@ci.tumwater.wa.us		<b>4. COMMERCE Representative</b> Tatum Holestine Contract Manager 509-606-3536 tatum.holestine@commerce.wa.gov	
<b>5. Contract Amount</b> \$78,000.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 08/15/2024	<b>8. End Date</b> 08/12/2025 (provided funds are re-appropriated into the next biennium)
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> 91-6001520		<b>11. SWV #</b> SWV0007172-0	<b>12. UBI #</b> 344-000-001
<b>13. UEI #</b> LLLDHHS4E5G1			
<b>14. Contract Purpose</b> To install 10 L2 ports at 5 sites in the City of Tumwater.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Site List, Attachment "D" – Sample Application Manual.			
<b>FOR CONTRACTOR</b>  _____ Debbie Sullivan, Mayor  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ Michael Furze, Assistant Director  _____ Date  <b>APPROVED AS TO FORM ONLY          BY ASSISTANT ATTORNEY GENERAL          APPROVAL ON FILE</b>	

## Program Specific Terms and Conditions

### **1. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)**

The Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

### **2. TREATMENT OF ASSETS (REPLACES GENERAL TERMS AND CONDITIONS #20)**

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Agreement; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Agreement, regardless of reimbursement status under this agreement.

- A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this agreement.
- B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this agreement

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

### **3. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING**

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal

#### **4. UNILATERAL AMENDMENT**

Commerce may, at any time, by written notification to Contractor, unilaterally amend the scope of work to be performed under this Contract, the period of performance, the site list (Attachment C), and/or the contract amount and budget. These unilateral changes shall be effective as set forth in the amendment or upon signature by Commerce, if no date has been set forth.

Contractor will be deemed to have accepted any such unilateral amendment unless, within 15 calendar days after the date the amendment is signed by Commerce, the Contractor notifies Commerce in writing of its non-acceptance of such unilateral change. The Contractor and Commerce will then use good faith efforts to negotiate an amendment acceptable to both parties.

Failure to reach agreement shall constitute a dispute concerning a question of fact within the meaning of the Disputes provision contained in this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as amended. Contractor must continue to provide the contracted services, including any unilaterally amended services, during any period of non-acceptance or negotiation of a unilateral amendment.

## Special Terms and Conditions

### 1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### 2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### 3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$78,000.00 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### 4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-92802-030. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

## **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

## **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

## **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Site List
- Attachment D – Sample Application Manual

## General Terms and Conditions

### 1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authority having jurisdiction (AHJ)" shall mean the organization, office, or individual responsible for issuing permits, approving layout drawings, enforcing the requirements of a code or standard or approving materials, an installation, or a procedure.
- B. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- C. "COMMERCE" shall mean the Washington Department of Commerce.
- D. "Central system" shall mean the central system that communicates with one or more chargers, for example, to authorize users, monitor charger status, and/or collect, transmit, record, and manage other information.
- E. "Chargers" shall have the same meaning as "electric vehicle supply equipment (EVSE)". The physical unit controlling the power supply to one or more vehicles during a charging session.
- F. "Charging ports" shall mean an access point for electric vehicle charging that is equivalent to the number of vehicles that can be charged at the listed power level concurrently at the same charger. A single charger may have one or multiple charging ports, and a single charging port may have one or multiple connectors.
- G. "Combined Charging Standard (CCS)" shall mean the plug standardized as SAE J1772 Combo delivering DCFC power between the charger and the on-board vehicle charging equipment.
- H. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- I. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- J. "Direct current fast charger (DCFC)" shall mean EVSE that supplies at least 100 kilowatts (kW) of electricity through each charging port during a charging session.
- K. "Downtime" shall mean time during which a charging port is not operational as defined in Attachment A: Scope of Work.
- L. "Electric vehicle supply equipment (EVSE)" shall have the same meaning as "charger". The physical unit controlling the power supply to one or more vehicles during a charging session.
- M. "Failed charging session" shall mean an incident when the criteria for a successful charging session are not met following a charging attempt.
- N. "Labor hours" shall mean the total hours of workers receiving an hourly wage who are directly employed on a project site.
- O. "Level 2 charger" shall mean EVSE that supplies at least 7.2 kW of electricity through each charging port during a charging session.
- P. "Multifamily mapping tool" shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for multifamily project sites.
- Q. "North American Charging Standard (NACS) connectors" shall mean the plug, currently being standardized as SAE J3400 and also known as the Tesla charging standard, delivering power between the charger and the on-board vehicle charging equipment

- R.** “Office of Minority and Women’s Business Enterprises (OMWBE) contractor” shall mean small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons as certified by OMWBE.
- S.** “Open Charge Point Interface (OCPI)” shall mean a communications protocol between charging network central management systems intended to facilitate customers roaming between networks.
- T.** “Open Charge Point Protocol (OCPP)” shall mean an open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers.
- U.** “Operational or in operation” shall have the following meaning: A charging port is considered operational or in operation when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
- V.** “Overburdened community” shall mean a Census tract with a rating of 9 or 10 on the Environmental Health Disparities map as maintained by the Washington State Department of Health.
- W.** “Preventive maintenance” shall mean any maintenance that is carried out prior to failure detection and is aimed at preventing a charging port from becoming non-operational.
- X.** “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Y.** “Project Labor Agreement (PLA)” shall mean pre-hire collective bargaining agreements negotiated between one or more construction unions and one or more construction employers (subcontractors) that establish the terms and conditions of employment for a specific construction project.
- Z.** “Project site” shall have the same meaning as a charging station. A single property parcel, or part of a single property parcel, where one or more EVSE funded by the Washington Electric Vehicle Charging Program are located. A project site includes the EVSE, ports, connectors, parking areas served by the EVSE, and lanes for vehicle ingress and egress.
- AA.** “Public mapping tool” shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for publicly available project sites.
- BB.** “Society of Automotive Engineers (SAE) J1772 connectors” shall mean the plug standardized as SAE J1772 delivering Level 2 power between the charger and the on-board vehicle charging equipment.
- CC.** “Site owner” shall mean the property owner of the land where the charger is physically located. The site owner may or may not be the owner of the charger.
- DD.** “Site number” shall mean the number assigned to each site during application submission that will be used for identification throughout this contract. “State” shall mean the state of Washington.
- EE.** “Stub-out” shall mean a combination of electrical equipment on the customer side of an electrical meter, including all the panel upgrades, trenching, conduit, and wiring, needed for a new charger to be installed later without any additional construction work. A “stub-out” typically ends with at least two inches (2”) of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.
- FF.** “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

- GG.** "Successful charging session" shall mean an incident when, following a charge attempt, a customer's electric vehicle battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV's onboard software system terminating the charging session, without an additional charge attempt.
- HH.** "UL" shall mean the entity, formerly known as "Underwriters Laboratories", that provides testing and certifications for product safety. Level 2 EVSE must meet UL 2594 certification, and DCFC EVSE must meet UL 2202 or UL 9741, as determined by a nationally recognized testing laboratory (NRTL) participating in the Occupational Safety and Health Administration NRTL program.
- II.** "Underserved community" shall mean a Census tract with a rating of 9 or 10 on the "underserved" scoring factor as defined in the application manual and determined on the public mapping tool.
- JJ.** "Uptime" shall mean time during which a charging port is operational as defined in ATTACHMENT A: SCOPE OF WORK

## **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

## **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

## **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

- i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii.** All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii.** All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized



disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## 7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## 8. **GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9. **INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

## 10. **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## 11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

## 12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## 13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

## 14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## 15. SUBCONTRACTING (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #1)

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;

- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

**20. TREATMENT OF ASSETS (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #2)**

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~
- ~~B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.~~
- ~~E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.~~

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

Terms used in Attachment A: Scope of Work (Scope of Work) shall have the same meaning as in subsection **2.1 DEFINITIONS** in the **GENERAL TERMS AND CONDITIONS**.

### **1. Project overview**

#### **1.1 Purpose**

The purpose of this contract is as described on the Face Sheet of this contract.

#### **1.2 Partners**

The Grantee shall include an updated list of project partners in the project management report and all subsequent quarterly report updates.

#### **1.3 Site list**

The Grantee shall complete installations for the sites, chargers, ports, connectors, and stub-outs as detailed in **Attachment C: Site List**. The Grantee may request changes to sites and equipment consistent with the change order process as detailed in subsection 2.3 of the Scope of Work.

### **2. Project management**

#### **2.1 Project kickoff**

The Grantee shall identify a primary point of contact to COMMERCE, including name, email address, and phone number, and attend a “kickoff” webinar or meeting with COMMERCE within 30 days of contract execution to discuss contract requirements and grantee expectations.

#### **2.2 Project management report**

The Grantee shall submit a project management report to COMMERCE within 60 days of contract execution, using a template provided by COMMERCE, to describe planned project activities and milestones broken out by site. The report shall align with **Attachment B: Budget** and describe any changes to expected costs and funds following contract execution. The report will also describe plans to comply with funding requirements and state and federal laws and regulations, including but not limited to the Americans with Disabilities Act (ADA).

The Grantee shall issue updates to the project management report on a quarterly basis to COMMERCE, starting no later than four months following contract execution and until all sites are fully installed and a final report has been submitted and approved. The quarterly report shall be submitted no later than 15 days after the end of each quarter, using the reporting template provided by COMMERCE.

##### **2.2.1 Project activities and milestones**

The Grantee shall include project activities and milestones achieved to date and anticipated in the next quarter, and any changes to the project management report, project partner list, risks and issues mitigated, and lessons learned. Activities and milestones must include:

- Information received from the electric utility serving each project site on expected electrical make-ready (on both the utility and customer sides of point of service delivery) and interconnection activities, costs, and timing.
- Expected permitting activities, costs, and timing.

### 2.2.2 Project expenditures

The Grantee shall include an updated milestone/invoicing schedule with invoices completed to date and anticipated milestone completion dates for the duration of the grant. While Commerce does not anticipate requiring more detailed expenditure information as part of quarterly reporting, Grantee shall maintain project fiscal records in alignment with Generally Accepted Accounting Principles (GAAP) and in sufficient detail to show that a) grant funding has been spent only on eligible costs as outlined in **Attachment D: Sample Application Manual**, and b) grant funds have not been comingled with any non-grant (match) funds.

## 2.3 Change orders

Changes to **Attachment A: Scope of Work** and/or **Attachment C: Site List** may be requested by the Grantee using the change order request template provided by COMMERCE. Within the limits defined in Subsections 2.3.1-2.3.4 of **Attachment A: Scope of Work**, Commerce may consider and accept such changes. For change order forms affecting only information contained in **Attachment A: Scope of Work** and/or **Attachment C: Site List**, a change order will be considered to be accepted by COMMERCE once the applicable COMMERCE representative has signed the form. Change orders affecting contract information outside of **Attachment A: Scope of Work** and/or **Attachment C: Site List** (including but not limited to: grant amount, start date, or end date) require a formal contract amendment.

### 2.3.1 Grant amounts

Change orders may be accepted by COMMERCE if such orders change the scope of work in a way that requires a lower or same COMMERCE grant amount as the current contract. Commerce will not consider change order requests if the scope of work changes such that projects can only be successfully completed with a higher grant amount than the original contract.

Change orders that remove sites, reduce the quantity of charging ports, or result in removed adders must also reduce the maximum grant amount in this contract consistent with the award process as detailed in the **Attachment D: Sample Application Manual**.

### 2.3.2 Site changes

The Grantee may request changes to one or multiple sites, including site removal, following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

COMMERCE will only consider site change requests if they meet one or more of the following conditions:

- The Grantee has exhausted all reasonable options to make the original site work and COMMERCE has determined that project success is either impossible or unlikely to occur;
- Ownership of the original site changes, or site owner no longer agrees to host chargers on their property;
- Conditions of the original site change such that a charger installation on the site can no longer satisfy all requirements of the contract; or
- Previously anticipated non-program funding is no longer available to support the site.

COMMERCE will only consider site change requests that move grant funding from one or multiple sites to new one or multiple sites if new identified sites have the same or higher score on the site-related scoring criteria (as described in **Attachment D: Sample Application Manual**), as described in the application manual, as the lowest score receiving an award.

The Grantee may request site changes in any combination as long as the new project sites can be completed with costs eligible for reimbursement within the current grant amount as outlined in **Attachment D: Sample Application Manual**.

### 2.3.3 Charging port quantity changes

The Grantee may request changes to the quantity of equipment to be installed, including Level 2 charging ports, DCFC charging ports, and stub-outs, in one or multiple sites following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

COMMERCE will only consider equipment quantity change requests if:

- New information learned by the Grantee following contract execution indicates site conditions will add cost or otherwise add risk to project success if contract implementation moves forward unchanged;
- The requested new quantity of Level 2 charging ports, DCFC charging ports, and combination of Level 2 and DCFC charging ports at each affected site does not exceed limits as described by the application manual; and
- The project site score for all affected sites continues to be the same or higher on the site-related scoring criteria (as described in **Attachment D: Sample Application Manual**) as the lowest score receiving an award.

### 2.3.4 Scope of Work requirement exemptions

The Grantee may request exemptions to equipment, installation, and operations and maintenance requirements in **Attachment A: Scope of Work** following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

## 2.4 Progress meetings

The Grantee shall participate in any progress calls requested by COMMERCE, to be scheduled within a month of the request.

## 2.5 Project final report

The Grantee shall submit a final report to COMMERCE that:

- Describes the project's purpose, approach, activities performed, results; and
- Includes the project's maintenance and operations service contract or plan.

## 3. Equipment requirements

### 3.1 Chargers

#### 3.1.2 Level 2 chargers

All Level 2 chargers installed at covered project sites shall:

- Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
- Be capable of at least a 7.2 kW power output;
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers. This requirement only applies to publicly available chargers, not residential or fleet/workplace, unless those projects will be publicly available in addition to their residential/work purpose
- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be ENERGY STAR certified in the ENERGY STAR product database;

- Be certified by a nationally recognized testing laboratory to UL 2594; and
- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.

All public site (as defined in **Attachment D: Sample Application Manual**) Level 2 chargers installed at covered project sites shall:

- Support remote start capabilities for, at minimum, payment via a toll-free number; and
- Not require a membership for use.

### 3.1.2 DCFC chargers

All DCFC chargers installed at covered project sites shall:

- Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
- Be capable of at least a 100 kW power output;
- Support remote start capabilities for, at minimum, payment via a toll-free number;
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers;
- Not require a membership for payment.
- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be certified by a nationally recognized testing laboratory to UL 2202 or UL 9741; and
- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.

### 3.2 Connectors

At least 33% of Level 2 connectors at each project site must be SAE J1772 connectors, and at least 33% of DCFC connectors at each project site must be CCS1 connectors. Connector types other than SAE J1772, CCS1, and NACS may be installed at project sites, but are not factored into the grant award amount.

### 3.3 Stub-outs

The Grantee shall only receive reimbursement for costs on up to three stub-outs per site as listed in **Attachment C: Site List**. To qualify for the future proofing adder, Level 2 installations must either meet the definition above or install a Level 2 receptacle. DCFC stub-out installations must meet the definition of "Stub Out" in subsection **2.1 DEFINITIONS** in the **GENERAL TERMS AND CONDITIONS** of this contract.

### 3.4 Emergency disconnects

Each DCFC charger must contain disconnecting means of emergency power shutoff (also known as "e-stop" equipment). Emergency shutoff devices or electrical disconnects must be installed no fewer than 20 feet or more than 100 feet from chargers. The emergency shutoff must be installed in a readily accessible location in sight from the chargers and labeled.

## 4. Installation requirements

### 4.1 Labor requirements

#### 4.1.1 Prevailing wage

The Grantee shall comply with prevailing wage requirements as detailed in this agreement, and/or as required by law.



#### **4.1.2 Electrical apprenticeship utilization rate**

The Grantee shall meet or exceed an electrical apprenticeship utilization rate specified for each site in **Attachment C: Site List**. This requirement shall be waived by COMMERCE if the Grantee demonstrates that one electrician is sufficient to complete all work required by the contract.

Electrical apprentices must be enrolled in an apprenticeship program registered with the Department of Labor and Industries to count towards the utilization rate. The utilization rate shall be calculated as a percent of the total labor hours performed by electrical apprentices divided by the total labor hours performed by all electrical workers, including apprentice and journey level workers, employed upon all project sites covered in the contract.

Grantee shall submit, on a site-by-site basis, total labor hours by all electrical contractor workers, total labor hours by electrical apprentices, and apprentice identification for all electrical apprentices working on the grant project to COMMERCE in quarterly reports as required in Section 4 of **Attachment A: Scope of Work**.

#### **4.1.3 Project labor agreement**

If the Grantee committed to using project labor agreements in their application, the Grantee shall submit to COMMERCE a project labor agreement or agreements covering project sites for which such a commitment was made. All project labor agreements must have been made with at least one labor union, regional council, or association affiliated with the Washington State Building and Construction Trades Council. For any sites covered by a project labor agreement, neither site preparation nor construction work may begin until a project labor agreement is in place.

#### **4.1.4 Office of Minority and Women's Business Enterprises certified contractor**

If, in their grant application, the Grantee committed to contracting with Office of Minority and Women's Business Enterprises (OWMBE)-certified contractor(s), the Grantee shall hire one or more contractors to complete work on the covered project sites that are certified as small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons by the Office of Minority and Women's Business Enterprises. The Grantee shall note such contractors on their project management report and quarterly report updates.

### **4.2 Installation deadlines**

The Grantee shall complete installation and begin operations of all charging ports on each project site according to the required timelines:

- Level 2 charging ports only: within 270 days following contract execution;
- DCFC charging ports only: 580 days following contract execution; and
- Combination of at least one Level 2 charging port and at least one DCFC charging port: within 580 days following contract execution.

The Grantee may request extensions and COMMERCE may grant extensions consistent with Section 2.4 of **Attachment A: Scope of Work**.

## **5. Operations and maintenance requirements**

### **5.1 Operations and maintenance service agreements**

The Grantee shall enter into an operations and maintenance service contract, including a Service Level Agreement (SLA), with a qualified partner to meet requirements of this section of the scope of work.

COMMERCE may waive this requirement if the Grantee demonstrates qualifications and a plan to perform this task without contracting with an external partner.

## 5.2 Operations requirements

### 5.2.1 Operations duration

The Grantee shall maintain reliable operations of all Level 2 charging ports during all typical project site operational hours for at least four years, and all DCFC charging ports for at least six years, following their first day of operations.

### 5.2.2 Uptime

The Grantee shall ensure all charging ports installed are operational no fewer than 97 percent of the charging site's standard hours of operation, as measured by uptime percentage rate, throughout the each charging port's required operations duration.

Uptime percentage rate shall be calculated as  $U = \frac{T-D+E}{T} * 100\%$ , with:

- U = Uptime reporting percentage for the reporting period.
- T = Total time of project site operational hours during the reporting period.
- D = Total downtime during the reporting period, including excluded downtime.
- E = Excluded downtime during the reporting period.

Downtime shall be measured as any period of time within the standard hours of operation in which a charger is not operational, including:

- A period in which the charging port's response to the central system's request for notification of operative status indicates that the connector or charging port is in an inoperative state; and
- A period in which maintenance logs show initial notice of a physical or otherwise non-networked issue that results in a non-operational status prior until maintenance logs show repairs have returned the charging port to an operational status.

Excluded downtime shall be defined as a period of downtime caused by any of the following reasons:

- Downtime before initial installation;
- Electric grid power loss that cuts off power supply to the charging port;
- Any failure to charge due to the fault of the vehicle;
- Preventive maintenance, up to 24 hours per year;
- Physical damage to hardware caused by a third party, including vandalism or theft, up to five days for each event;
- Telecommunication network outages beyond the control of the Grantee; and
- Extraordinary events, including natural disasters that are unforeseeable and impossible to plan for in advance.

## 5.3 Maintenance requirements

The Grantee shall:

- Perform regular preventive maintenance, including visual inspection, performance testing, functional validation, and reporting;
- Monitor network performance;
- Dispatch maintenance technicians in a timely manner and address malfunctions and repairs within 48 hours of initial notice; and
- Provide charging station users with call center service at all times of operation that will assist users with any technical issues encountered at the stations.

#### **5.4 Distribution of educational materials**

The Grantee shall work with site owners to ensure residents of multifamily buildings and/or employees at commercial buildings served by multifamily and workplace project sites (as defined in **Attachment D: Sample Application Manual**) under this contract are aware of the opportunity to use chargers. To satisfy this requirement, the Grantee shall ensure partner site owners distribute educational materials to residents and/or employees and offer timely responses to questions on use of chargers.

The Grantee shall ensure any educational materials distributed to residents of multifamily buildings and/or employees at commercial buildings meet requirements detailed in **the term “Acknowledgement of Climate Commitment Act Funding”** of this agreement.

This requirement does not apply if the contract does not include any multifamily or workplace project sites.

#### **5.5 Utilization and reliability reporting requirements**

Following submission of the final report, the Grantee shall submit an operations report with data on each charger once every six months until the end of the operational duration. The Grantee shall submit the report no later than 15 days after the end of each six-month period with the following data for the quarter and cumulatively over total operations:

- Average hours per day the charger drew power.
- Average hours per day the charger was connected to an electric vehicle.
- Average kWh per day the charger port dispensed.
- Uptime percentage rate per charger, with all data needed to verify calculations including an itemized summary of the date, duration, and category all excluded downtime being claimed for a reporting period.
- The percentage of successful charging sessions to the total number of charge attempts for each charger.
- All instances of preventative maintenance.
- Time log with information on reported charger malfunctions and corresponding repairs.
- Proof of network monitoring and call center service.

### **6. Scope of work violations**

Nothing in subsections 6.1-6.3 shall be interpreted to limit, alter, or supersede Commerce’s rights under the **GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, and the PROGRAM SPECIFIC TERMS AND CONDITIONS** of this agreement.

#### **6.1 Failure to submit reports or attend meetings**

Failure to submit required reports or attend required meetings will be treated as a default, which left uncured, may result in COMMERCE’s right to recapture disbursed funds and terminate any obligation to disburse additional funds.

#### **6.2 Violation of equipment and installation requirements**

Costs incurred on any activity subject to this contract that result in a violation of requirements, including variances from project information in the scope of work, shall be considered disallowed costs and treated as a default, which left uncured, may result in COMMERCE’s right to recoup disbursed funds and terminate any obligation to disburse additional funds for the site(s) for which the violation occurred.

#### **6.3 Violation of operations and maintenance requirements**

The first failure to meet operations and maintenance requirements will result in a warning and required improvement plan explaining how improvement will be made in future reporting periods. Repeat violations will result in COMMERCE’s right to recoup up to ten percent of disbursed project costs.

### Attachment B: Budget

Site/Milestone	Milestone/Deliverable	Deliverable Description	Expected Completion	Percent of Grant Budget	Applicant Match	Amount of Grant
<b>0</b>	<b>Project Management/Planning</b>		<b>10/2024</b>	<b>10%</b>	<b>\$-</b>	<b>\$7,800.00</b>
	Project management report	Project management report completed, meeting all requirements described in Attachment A: Scope of Work				
<b>Fleet Site #1</b>				<b>17%</b>	<b>\$9,436.00</b>	<b>\$13,500.00</b>
<b>F1.A</b>	Procure services needed for installation	Copy of subcontract for installation services	9/2024			\$4,050.00
<b>F1.B</b>	Procure EV Charging equipment	Paid EV Charging equipment invoice.	10/2024			\$4,050.00
<b>F1.C</b>	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	3/2025			\$5,400.00
<b>Fleet Site #2</b>				<b>17%</b>	<b>\$9,436.00</b>	<b>\$13,500.00</b>
<b>F2.A</b>	Procure services needed for installation	Copy of subcontract for installation services	9/2024			\$4,050.00
<b>F2.B</b>	Procure EV Charging equipment	Paid EV Charging equipment invoice.	10/2024			\$4,050.00
<b>F2.C</b>	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	3/2025			\$5,400.00
<b>Fleet Site #3</b>				<b>17%</b>	<b>\$9,436.00</b>	<b>\$13,500.00</b>
<b>F3.A</b>	Procure services needed for installation	Copy of subcontract for installation services	9/2024			\$4,050.00
<b>F3.B</b>	Procure EV Charging equipment	Paid EV Charging equipment invoice.	10/2024			\$4,050.00

<b>F3.C</b>	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	3/2025			\$5,400.00
<b>Fleet Site #4</b>				<b>17%</b>	<b>\$9,436.00</b>	<b>\$13,500.00</b>
<b>F4.A</b>	Procure services needed for installation	Copy of subcontract for installation services	9/2024			\$4,050.00
<b>F4.B</b>	Procure EV Charging equipment	Paid EV Charging equipment invoice.	10/2024			\$4,050.00
<b>F4.C</b>	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	3/2025			\$5,400.00
<b>Fleet Site #5</b>				<b>21%</b>	<b>\$6,437.00</b>	<b>\$16,200.00</b>
<b>F5.A</b>	Procure services needed for installation	Copy of subcontract for installation services	9/2024			\$4,860.00
<b>F5.B</b>	Procure EV Charging equipment	Paid EV Charging equipment invoice.	10/2024			\$4,860.00
<b>F5.C</b>	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	3/2025			\$6,480.00
			<b>Totals</b>	<b>100%</b>	<b>\$44,181.00</b>	<b>\$78,000.00</b>

<b>Grant Amount</b>	\$78,000.00
<b>Project Total</b>	\$122,181.00

# Attachment C

Site #	Site host organization	Site Type	Address	City	County	Zip code	Parcel ID	Number of DCFC chargers	Number of DCFC ports	Minimum number of CCS Connectors per site	Number of Level 2 chargers	Number of Level 2 ports	Minimum number of J1772 Connectors per site	Total number of stub-outs	Number of stub-outs for future DCFC chargers	Number of stub-outs for future Level 2 chargers	Commitment to Apprenticeship Labor (%)	Commitment to Use Project Labor Agreement	Commitment to Contract with MWBE
SITE #1	CITY OF TUMWATER	FLEET DEPOT	555 ISRAEL ROAD SOUTHWEST	TUMWATER	Thurston	98501	82700200000	0	0	0	2	2	0.66	0	0	0	0	25% NO	NO
SITE #2	CITY OF TUMWATER	FLEET DEPOT	311 ISRAEL ROAD SOUTHWEST	TUMWATER	Thurston	98501	82700100100	0	0	0	2	2	0.66	0	0	0	0	25% NO	NO
SITE #3	CITY OF TUMWATER	FLEET DEPOT	405 LINWOOD AVENUE	TUMWATER	Thurston	98502	9090004002	0	0	0	2	2	0.66	0	0	0	0	25% NO	NO
SITE #4	CITY OF TUMWATER	FLEET DEPOT	215 NORTH 2ND AVENUE SOUTHWEST	TUMWATER	Thurston	98512	80601500100	0	0	0	2	2	0.66	0	0	0	0	25% NO	NO
SITE #5	CITY OF TUMWATER	FLEET DEPOT	555 ISRAEL ROAD SOUTHWEST	TUMWATER	Thurston	98501	82700200000	0	0	0	2	2	0.66	3	0	3	3	25% NO	NO

**Attachment D:  
Washington EV Charging Program  
Application Manual**

05/16/2024

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## Program Overview

The Washington State Electric Vehicle Charging Program (“WAEVCP” or “Program”) was created by Governor Inslee, the Washington State Legislature, and the Washington State Department of Commerce for a cleaner, greener future. This Program aims to reduce greenhouse gas emissions and fossil fuels, improve air quality, and promote equity in access to electric vehicle charging infrastructure.

This Program provides \$64 million in awards to eligible applicants who install electric vehicle (“EV”) chargers at eligible sites, with a focus on installations of chargers at priority sites. Priority sites include multifamily housing, public charging locations, tribal communities, and other historically underserved and overburdened communities. The WAEVCP aims to allocate forty percent (40%) of total funding, and total project-funded charging ports, to sites in overburdened communities outside of federally recognized tribal lands. Both Level 2 (“L2”) and DC Fast Charging (“DCFC”) funds/ports will be considered towards this goal.

The Department of Commerce contracted with Center for Sustainable Energy (“CSE”), The Whitener Group (“TWG”), and Western Washington Clean Cities Coalition (“WWCCC”) to serve as Technical Assistance Partners for the administration of this Program. Technical Assistance Partners will assist Commerce with sharing information about the program and provide support services for applicants and grantees.

WAEVCP has specific equipment requirements, eligible costs, scoring methodology, and outreach resources. WAEVCP supports installations at existing and new development. For new development sites, WAEVCP only funds chargers that exceed the minimum requirements of the applicable building codes.

Following the announcement of the funding opportunity on August 15, 2023, the WAEVCP will follow this schedule of key dates:

Milestone	Date
Applications open & Initial Technical Assistance Services	September 6 – December 1, 2023
Webinar #1	September 13, 2023
Webinar #2	October 11, 2023
Webinar #3	November 14, 2023
Applications due	December 1, 2023
Application review period	December 1, 2023 – January 16, 2024
Award date	February 26, 2024
Secondary Technical Assistance Period	January 16 – June 30, 2024

## Application Process

Applications may be submitted by a lead agency from the Eligible Applicant List below. The lead agency should be able to communicate regularly with the Department of Commerce, submit information on planned installations and their progress, and manage administrative needs. An application can contain requests for funding for multiple sites. Sites will be scored individually and funded individually.

Applicants can apply between September 6 and December 1, 2023. There is no financial or other incentive to apply early – this is not a first-come, first-serve program. This Program uses a scoring matrix that does not award any points based on submission time or day. All applications must be received by

December 1, 2023. Applicants are encouraged to attend a webinar to learn about the program requirements and technical assistance resources.

Applications will be available through the Zoom Grants platform beginning September 6, 2023. A link to Zoom Grants will be available on the main program website, [www.waevcharging.org](http://www.waevcharging.org) (Click Apply buttons) and below for reference:

- Application document link: [https://www.zoomgrants.com/zgf/Washington\\_State\\_Dept.\\_of\\_Commerce/EV\\_Charging\\_Infrastructure\\_Grants](https://www.zoomgrants.com/zgf/Washington_State_Dept._of_Commerce/EV_Charging_Infrastructure_Grants).

To complete the application document, applicants must utilize the Mapping Tools for the appropriate site type. The Mapping Tool helps automate several key site scores and has a printable Site Report to assist applicants with data entry. The Mapping Tools are available at the links below and via links within the Application Document.

- **Residential Tool for Multifamily Housing Sites:** <https://bit.ly/EV-Residential-Grant-App>
- **Public Tool for All Other Sites:** <https://bit.ly/EV-Public-Grant-App>

Partner organizations that are supporting the installation should be included in the application document. The local retail electric utility must be added as a partner on each site in an application. Applicants must upload their application document back to Zoom Grants. Applicants are responsible for ensuring that their application information is correct and responding to any requests for additional information from the Department of Commerce.

The Department of Commerce will contact applicants with any clarifications needed on their application.

Selected applicants will need to complete a contract with the Department of Commerce to finalize their award. As part of the contract process, applicants will be required to submit additional documents and information to the Department of Commerce to verify their organization type, project details, and other application content. A list of required information will be available at the time of the awards

Technical assistance will be available between September 6 and December 1, 2023, for any applicant, and between the date of awards and June 30, 2024 for applicants who were awarded funding.

## Eligible Applicants

### Lead Applicants

Lead Applicants should provide details on their proposed installation in the Application Document available on Zoom Grants here:

[https://www.zoomgrants.com/zgf/Washington\\_State\\_Dept.\\_of\\_Commerce/EV\\_Charging\\_Infrastructure\\_Grants](https://www.zoomgrants.com/zgf/Washington_State_Dept._of_Commerce/EV_Charging_Infrastructure_Grants).

Lead applicants can only submit one (1) application per county, and must be one of the following:

- **Public Agencies:** Cities, towns, counties, public school districts or special schools, transportation planning organizations, transportation authorities or agencies, municipal corporations, port districts or authorities, political subdivision of any type, or any other entities or authorities of local government in corporate form or otherwise.
- **Tribal Entities:**

- Sites: Sites on the lands of federally recognized tribes, or an enterprise located off tribal land and owned by a federally recognized tribe.
- Applicants: Federally recognized tribes.
- **Retail Electric Utilities:** Any electrical company, public utility district, irrigation district, port district, electric cooperative, or municipal electric utility that is engaged in the business of distributing electricity to retail electric customers in the state, per RCW 80.60.010.
- **Community-Based Non-Profits:** IRC § 501(c)(3) organizations or labor unions representing geographic, racial, ethnic, cultural, or worker communities within Washington state.

If an eligible lead applicant is looking for local site hosts or partner organizations, including EV service providers, they can view the free Potential Site Host & Partner Directory on the program website Resource Library Page: <https://waevcharging.org/resource>.

Building owners/managers or EV service provider companies will need to partner with an eligible lead applicant, as listed above. Building owners/managers, EV service provider companies and others who are not eligible lead applicants can enter their information on the Interested Partners & Site Hosts Directory so that lead applicants can contact them to partner on an application.

Interested Partners & Site Hosts Directory is located on the WAEVCP website Resources Page: <https://waevcharging.org/resource>.

### Partner Applicants

Partner Applicants can be added to any application as an additional interested party and can be any of the eligible applicant types or a designated representative of the site.

- In the case that an application contains a Lead Applicant that is not a Retail Electric Utility, a Retail Electric Utility must be listed as a partner on the application. Any application that does not contain a Retail Electric Utility as a Lead or Partner Applicant may be considered ineligible.

## Funding Award Disbursement Schedule

Award funds will be distributed to applicants that are selected and contract with Commerce (grantees) on a per-site basis. The schedule for funds disbursement will be issued as per a schedule outlined in the contract. Award funds will not be provided via a lump sum at the time of award notice or at contract execution. All funding is on a reimbursement basis. Reimbursements will be made based on approved invoicing and document requirements. Grantees must demonstrate that an invoice was paid before it is submitted for reimbursement. Required completion timelines for all installations are outlined below.

The contract between the lead applicant and the Department of Commerce will have additional requirements, documentation needs, regular reporting, and other critical information such as required completion timelines and ongoing maintenance and operation reporting.

All funding is subject to state appropriation and grantees are to receive Program funds on a reimbursement basis.

## Required Completion Timelines

Funded installations must be completed according to the schedule below, starting at the contract start date. Extensions may be granted on a case-by-case basis at the sole discretion of the Department of Commerce in the event it is determined that the required completion timeline is not feasible. Applications needing an extension should contact their assigned contract specialist for any questions post-award.

Installation Type	Completion Timeline (from contract start date)
Level 2 Chargers	270 Calendar Days
DC Fast Chargers	580 Calendar Days
Combination Sites (Level 2 and DC Fast Chargers)	580 Calendar Days

## Project Priorities and Funding Distribution

Eligible Site Type	Funding Available	Percent of Program Funding	Charger Types
Multi-Family Housing	\$28,800,000	45%	Level 2
Public Charging	\$25,600,000	40%	Level 2 and DC Fast Charger
Fleet Depots & Workplaces	\$9,600,000	15%	Level 2
<b>All Eligible Site Types</b>	<b>\$64,000,000</b>	<b>100%</b>	

## Eligible Site Types Definitions

Eligible Site Type	Definition
<b>Multi-Family Housing</b>	A residential development with five or more units. Hotels and motels do not qualify as multifamily housing.
<b>Public Charging</b>	To be considered publicly available, an EV charging station must not be located behind a fence or in a gated parking lot, such that the general public is unable to access or is deterred from accessing during normal operational hours for the site (generally excluding 10pm-5am). Businesses may clarify their operational hours and will be held responsible should actual access does not align with this provision and may be asked to provide documentation supporting their operational hours. Operational hours to be identified in application.
<b>Fleet Depot</b>	A parking facility intended primarily for a collection of motor vehicles owned or leased by an organization in pursuit of its business activities or services provided. Both public and private fleet depots are eligible. If the installation's purpose is for personal vehicles of employees, the site must qualify as a workplace use.  Fleet depot installations do not need to be available to the public.

<b>Workplace</b>	<p>A workplace is a non-residential site location, where business is conducted or where services or industrial operations are performed. Residential properties are not eligible as a workplace regardless of their use as a place of business. Chargers may be public or private and must be shared use (meaning that the chargers are not assigned to a single employee, or subset or employees at the site, and are available as a community resource for the site).</p> <p>Workplace installations do not need to be available to the public.</p>
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## Eligible Project Status

To be eligible for this Program, planning must begin after September 6, 2023. No construction is to begin before the contract execution date. The purpose of this requirement is to ensure that funds are distributed to projects that would not otherwise be installed without the Program.

## Eligible Costs

Eligible costs are those incurred on/after the Commerce contract start date and do not exceed maximum allowable award per charging port and per charger.

- **Design/Planning/Engineering**
  - Capacity analyses for the charging station site.
  - Design and engineering for the charging station.
  - Project management.
  - Electrical permitting.
  - Construction permitting.
- **Installation**
  - Charging station installation labor, including, but not limited to:
    - Grading.
    - Trenching.
    - Wiring.
    - Filling.
    - Paving.
    - Sealing.
    - Mounting.
    - Commissioning.
    - Any of the above activities related to the completion of eligible stub outs.
  - Charging station installation materials, including, but not limited to:
    - Concrete.
    - Asphalt.
    - Rebar.
    - Formwork.
    - Conduit.
    - Drainage equipment.
    - Installation equipment.
    - Any of the above material, as needed for the completion of eligible stub outs.
  - Project-related signage, bollards, wheel stops, painting, and striping.
  - Required ADA upgrades to site due to project.

- Does not include upgrades of existing ADA non-compliance.
- **Electrical Equipment**
  - Eligible equipment (EVSE) that meets equipment requirements.
  - Utility-side and customer-side make-ready, including, but not limited to:
    - Transformers.
    - Electrical panels/switchgear.
    - Cable/Wires.
    - Additional make-ready equipment needed for eligible stub-outs.
- **Emergency shut-off or “e-stop” equipment required at each site, not necessarily on each charging station.**
- **Energy storage equipment.**
- **All-inclusive solar EV charging systems.**
- **Load/demand management equipment.**
- **Ongoing Services (networking, load management, maintenance, etc.)**
  - Network service agreements with network provider.
  - Service level agreements, including the following services for the installed equipment:
    - Remote monitoring.
    - Preventative maintenance.
    - Repair.
  - Extended equipment warranties.
  - Load/demand management software and services.
- **Safety and Security**
  - Lighting.
  - Cameras, and any signage related to cameras.
  - Integrated solutions for the prevention of vandalism.

## Ineligible Costs

- Costs not specified in the Eligible Costs List above unless otherwise approved by the Department of Commerce.
- Costs covered by other incentives/grants.
- Costs incurred prior to the contract award date with the Department of Commerce.
- Costs for EV charging ports that are required by state building code (applies to new developments only).

## WAEVCP & Other Incentive Programs

Combining funds received through the WAEVCP with other incentives is allowed, though the aggregate amount of incentive funding received for each charging station cannot exceed the costs incurred for the corresponding charging station. Grantees will be asked to document participation in other programs as part of the application process.

## Matching Funds

The application document asks whether the applicant will be contributing any matching funds to the installation project. Matching funds are not required. However, the seventy-five percent (75%) eligible cost cap outlined in the Incentive Structure section below means that for non-tribal, non-multifamily

sites, the program award can only cover up to seventy-five percent (75%) of project costs. This means that the applicant, if a grantee, would need to find a way to cover the remaining twenty-five percent (25%) of costs, which could be in the form of other grants or incentives.

## Scoring

Scoring is done on a per-site basis. An application can contain multiple sites of any eligible site type. There is no minimum score. Scoring includes data from the Mapping Tool and other key information about the proposed installation. Applicants must use the relevant Mapping Tool while completing their application and have the details ready if requested.

The application document contains drop-down menus and other automation to reduce data entry by applicants. Technical assistance is available to any applicant between September 6 and December 1, 2023. All scoring will be verified by the Department of Commerce during application review.

### Mapping Tool Links:

- **Residential Tool for Multifamily Housing Sites:** <https://bit.ly/EV-Residential-Grant-App>
- **Public Tool for All Other Sites:** <https://bit.ly/EV-Public-Grant-App>

### Residential – Multifamily Housing

Factor	Metric	Points	Percent
<b>Housing affordability</b>	WTN Unaffordability of Housing Score Multiply score by 3  <i>Data: WTN Unaffordable Housing (&gt;30% of Income)</i>	30	30%
<b>Low-income</b>	WTN Median Household Income Multiple scores by 2  <i>Data: WTN Median Household Income</i>	20	20%
<b>Overburdened community</b>	9-10, tribal lands and properties – 30 7-8 – 25 1-6 – Multiply by 3  <i>Data: WTN EHD</i>	30	30%
<b>Labor</b>	Commitment to electrician apprenticeship utilization rates: 25% - 10 20% - 5 15% - 0 (Required)	10	10%
	Commitment to use Project Labor Agreement with construction workers (Y or N)	5	5%

	Commitment to use OMWBE contractor (Y or N) Find a contractor on the directory: <a href="https://omwbe.wa.gov/directory-certified-businesses">https://omwbe.wa.gov/directory-certified-businesses</a>	5	5%
<b>Total</b>		<b>100</b>	<b>100%</b>

### Publicly Available Charging

Factor	Metric	Points	Percent
<b>Underserved communities</b>	<p>Average of number of EVSE charging ports per capita in: (1) county; and (2) census tract.</p> <p><u>County</u></p> <p>No charging ports or more than 5,000 people per charging port – 15 points            3,001-5,000 people per charging port – 12 points            2,001-3,000 people per charging port – 9 points            1,001-2,000 people per charging port – 6 points            1-1,000 people per charging port – 3 points</p> <p><b>Added to:</b></p> <p><u>Census tract</u></p> <p>No charging ports – 15 points            More than 1,000 people per charging port – 10 points            1-1,000 – 5 points</p> <p><i>Data: Alternative Fuel Data Center</i></p>	30	30%
<b>Geographic gaps</b>	<p>Miles from nearest existing or planned EVSE site</p> <p>20+ miles – 10 points            10+ miles – 6 points            5+ miles – 4 points            Below 5 miles – 2 points</p> <p><i>Data: Alternative Fuel Data Center</i></p>	10	10%
<b>Future charging events potential</b>	<p>Daily Trip Count (Applicant will give Parcel number using the mapping tool)</p> <p>100+ – 10 points            65-100– 8 points            15-65– 6 points            4-15– 4 points            1-3– 2 points            0– 0 points</p>	10	10%



	<i>Data: Replica trip volume data, uses total modeled daily trips to points of interest within proposed site's parcel or closest parcel within 0.25 of a mile.</i>			
<b>Power level-to-park time fit</b>	<p><u>Avg. dwell time (L2)</u> Assumptions: Use 80% of 300-mile range, 25 miles per hour</p> <p>4-10 hours – 10 points 2-4 hours – 8 points 1-2 or 10-12 hours – 5 points 30 min to 1 hour, 12-16 hours – 2 points Less than 30 min, 16+ hours – 0 points</p>	<p><u>Avg. dwell time (DCFC)</u> Assumptions: 30 minutes to charge 80%</p> <p>Less than 45 minutes – 10 points 45-60 minutes – 6 points 60-90 minutes – 3 points More than 90 minutes – 0 points</p>	10*	10%
<b>Power level-to-park time fit continued</b>	<p><u>Avg. dwell time (Combination)</u> Calculated by charging port and then averaged for site score, rounding to nearest whole number (i.e., if a site will have 4 L2 and 2 DCFC, and the avg dwell time is 60 minutes, the score will be <math>(4 \times 5) + (2 \times 6) = 32/6 = 5</math>)</p> <p><i>Data: Replica dwell time data, uses median dwell time of all modeled daily trips to points of interest within proposed site's parcel or closest parcel within 0.25 of a mile.</i></p>		Same as row above	Same as row above
<b>Overburdened community</b>	<p>9-10, federally-recognized tribal lands and properties – 20 points 7-8 – 16 points 1-6 – Multiply score by 2</p> <p><i>Data: WTN EHD</i></p>		20	20%
<b>Labor</b>	<p>Commitment to electrician apprenticeship utilization rates: 25% - 10 points 20% - 5 points 15% - 0 points (Minimum Requirement)</p>		10	10%
	<p>Commitment to use Project Labor Agreement with construction workers (Y or N)</p>		5	5%
	<p>Commitment to use OMWBE contractor (Y or N) Find a contractor on the directory: <a href="https://omwbe.wa.gov/directory-certified-businesses">https://omwbe.wa.gov/directory-certified-businesses</a></p>		5	5%
<b>Total</b>			<b>100 *</b>	<b>100%</b>

### Fleet Depots & Workplaces

Factor	Metric	Points	Percent
<b>Site type</b>	Public schools – 30 points	30	30%

	Public transit or port authority – 25 points Other public (federal, state, local, or tribal government) – 20 points Non-public (all other) – 10 points		
<b>Fleet depot</b>	Fleet depot (Y or N)	10	10%
<b>Overburdened community</b>	9-10, tribal lands and properties – 40 points 7-8 – 35 points 1-6 – Multiply score by 4  Data: <i>WTN EHD</i>	40	40%
<b>Labor</b>	Commitment to electrician apprenticeship utilization rates: 25% - 10 points 20% - 5 points 15% - 0 points (Minimum Requirement)	10	10%
	Commitment to use Project Labor Agreement with construction workers (Y or N)	5	5%
	Commitment to use OMWBE contractor (Y or N) Find a contractor on the directory: <a href="https://omwbe.wa.gov/directory-certified-businesses">https://omwbe.wa.gov/directory-certified-businesses</a>	5	5%
<b>Total</b>		<b>100</b>	<b>100%</b>

**\*Clarification to scoring table for publicly available sites**

- The previous version of the Implementation Manual dated November 17, 2023, implied 20 points were available in the **power level-to-park time fit** factor for sites with both DCFC and Level 2 charging ports. This was inconsistent with the percent field which correctly noted 10% out of 100% available.
- Combination sites had the same 10 points (not 20 points) available in this factor as sites with only DCFC charging ports or only Level 2 charging ports, with scores calculated using the weighted average described in the corresponding metric cell above.
- The applications have been scored as intended by program rules, with corrections reflected in award notices distributed to applicants on February 26, 2024.

## Incentive Structure

The eligible funding amount is a maximum award per site. The maximum award is limited by eligible project costs as defined in the Implementation Manual.

The maximum award per site will fund up to seventy-five percent (75%) of the eligible project costs (as identified on the application) if the site type is public, fleet, or workplace. The applicant/partners, if they become grantees, should plan to cover the remaining percentage. Other programs can be used to fund this remainder.

The maximum award per site will fund up to one hundred percent (100%) of eligible project costs if the site type is multifamily residential or tribal.

The maximum award is a per charging port calculation plus adders if eligible. The equity adder is for sites that score a 9, 10, Tribal for Overburdened Communities. The future proofing adder (stub-out adder) is

\$1,000 per parking spot/stub-out and is limited to a maximum of \$3,000 per site. The equity and future-proofing adders are included in the maximum award calculation.

- If eligible project costs exceed the maximum award, grantees and partners should plan to cover the remainder. Other programs can be used to fund this remainder.
- If costs end up being lower than maximum award, then the maximum will not be disbursed in the full amount.

### Award Caps

Equipment Type	Base Award Cap per Charging Port	Equity Adder per Charging Port*	Adder - Future Proofing
Level 2	\$7,500	\$2,500	\$1,000 per parking spot stub-out, up to \$3,000 per site
DCFC	\$85,000	\$25,000	\$1,000 per parking spot stub-out, up to \$3,000 per site

\* Sites that score a 9 or 10 on the EHD layer of the Mapping Tool, or are tribal locations, are eligible for the Equity Adder.

### Installation Details – Minimum & Maximum Charging Ports

\*All sites must have at least 33% of L2 connectors be J1772 and 33% of DCFC connectors be CCS.

Equipment Type	Minimum Charging Ports	Maximum Charging Ports	Connector Types*
Level 2	2	20	J1772 or NACS
DCFC	2	6	CCS or NACS
Combo Site (Level 2 and DCFC)	2	12 (max 6 DCFC)	See Above

### Installation Details – Maximum Awards Per Site Examples

Level 2 Only (20 Level 2 charging ports):

$$= 20 * ( \$7,500 + \$2,500 ) + \$3,000 = \$203,000$$

DCFC Only (6 DCFC charging ports):

$$= 6 * ( \$85,000 + \$25,000 ) + \$3,000 = \$663,000$$

Combo Site (6 Level 2 charging ports and 6 DCFC charging ports):

$$= 6 * ( \$7,500 + \$2,500 ) + 6 * ( \$85,000 + \$25,000 ) + \$3,000 = \$723,000$$

### Percentage of Eligible Costs Covered

Eligible Site Type	Percentage of Eligible Costs Covered*
Multifamily Housing	100%
Tribal	100%
All others (Public, Fleet Depot, and Workplace)	75%

\*Not to exceed maximum allowable award per charging port and per charger.

## Equipment Requirements

#### A Level 2 charger must comply with the following requirements to be eligible:

- Uses the SAE J1772 connector standard or the NACS connector specification.
  - \*Connector requirements may change to reflect any updates to federal guidelines regarding NACS connectors. Grantees will be notified if a change is proposed.
- Can be networked via Wi-Fi, Cellular (4G and above), and/or Ethernet. Public chargers should be on public networks. All other site types may use either public or private networks.
- Capable of at least a 7.2-kW power output.
- Has a mobile payment device (NFC/RFID) physically located on each charger dispenser or on a kiosk serving the charger dispensers. This requirement only applies to publicly available chargers, not residential or fleet/workplace, unless those projects are publicly available in addition to their residential/work purpose. EMV chip readers are not required.
- Supports remote start capabilities for, at minimum, payment via a toll-free number.
- Does not require a membership for payment.
- Uses OCPP 1.6 or 2.0.1
  - Commerce will verify through attestation that the equipment is OCPP 1.6 or 2.0.1 capable. However, project partners responsible for complying with WAC 16.662.220 should be aware that they must provide documentation of OCPP certification if requested and if such certification is available. WAC 16.220.220 applies to publicly available chargers, excluding those set to free-vend.
- ENERGY STAR® certified

- EVSE supplying AC power (Level 2) must have ENERGY STAR® certification to the EVSE v1.2 specification.  
WAC 194-24-200 currently requires ENERGY STAR® 1.0. However, Commerce has [proposed a rule amendment](#) to instead require ENERGY STAR® EVSE v1.2. This Program requirement will ensure grantees are compliant with the rule once amended.
- Commerce will inform grantees if the rule is amended.
- Commerce will verify Energy Star certification for Level 2 EVSE through the ENERGY STAR® product database.
- Certified by a NRTL to UL 2594.

**A DCFC must comply with the following requirements to be eligible:**

- Uses the CCS1 connector standard or the NACS connector specification.
  - CHAdeMO connectors are eligible costs but not included for the award cap calculation.
  - \*Connector requirements may change to reflect any updates to federal guidelines regarding NACS connectors. Grantees will be notified if a change is proposed.
- Can be networked via Wi-Fi, Cellular (4G and above), and/or Ethernet. Public chargers should be on public networks. All other site types may use either public or private networks.
- Capable of at least a 100-kW power output per charger (not per individual charging port).
- Has a mobile payment device (NFC/RFID) physically located on each charger dispenser or on a kiosk serving the charger dispensers. EMV chip readers are not required .
- Supports remote start capabilities for, at minimum, payment via a toll-free number.
- Does not require a membership for payment.
- Uses OCPP 1.6 or 2.0.1.
  - Commerce will verify through attestation that the equipment is OCPP 1.6 or 2.0.1 capable. However, project partners responsible for complying with WAC 16.662.220 should be aware that they must provide documentation of OCPP certification if requested and if such certification is available. WAC 16.220.220 applies to publicly available chargers, excluding those set to free-vend.
- ENERGY STAR® certification
  - EVSE supplying DC power (DCFCs) are **not** required to have ENERGY STAR® certification.
- Certified by a NRTL to UL 2202 or UL 9741.

## Installation Requirements

All Sites:

- Eligible equipment must be installed on one of the following:
  - New EV charging infrastructure at an eligible site (multi-family housing, public charging site, workplace, or fleet depot).
  - Existing EV charging infrastructure at an eligible site, on which a charger has not previously been installed (e.g., a stub-out or make-ready).
  - WAEVCP funding is not to be used for chargers and other elements required as part of state building code requirements for new developments. Funding will be granted for installations beyond the minimum required.

- Each site must have an emergency shut-off or e-stop equipment to assist with emergency response. This requirement does not apply to each individual EV charger but to the power serving each site.
- To qualify for the future proofing adder, Level 2 installations must either meet the definition of a stub-out or may choose to install a Level 2 receptacle. DCFC stub-out installations must meet the definition above. Stub-out installations are defined as follows:
  - A complete “stub-out” installation includes all the panel upgrades, trenching, conduit, and wiring (collectively referred to as the customer-side make-ready), needed for a new EVSE to be installed later without any additional construction work. A “stub-out” typically ends with at least two inches (2”) of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.
- Connector Types
  - At least 33% of incented connectors on site must be J1772 and/or CCS.
    - For sites with both Level 2 and DCFC equipment: at least 33% of L2 connectors should be J1772 connectors and at least 33% of DCFC connectors should be CCS1 connectors.
    - A charger-connector configuration capable of outputting 1-20kW should be considered as L2 (which is the output band for J1772) and a charger-connector configuration capable of outputting at least 100kW should be considered as DCFC (100kW matches the minimum power output requirement for DCFC).
    - Connector requirements may change to reflect any updates to federal guidelines regarding NACS connectors. Grantees will be notified if a change is proposed.
  - Internet connection via Cellular, Wi-Fi, or Ethernet is required. Public chargers should be on public networks. All other site types may use either public or private networks.
    - Exclusion available for internet dead zones via grantee self-attestation. Self-attestation documents will be made available to grantees.
  - Must comply with all applicable State requirements for EVSE and charging stations.
    - Includes laws and policies regarding consultations with federally recognized tribal lands, tribes, and members as required.
  - Labor license/certification requirements:
    - Contractor license and electrician certification.
    - Apprentices allowed with valid identification and in accordance with state laws. At least 15% of electrical crew should be apprentices – this is the minimum required. Additional points will be awarded during scoring for those sites supporting up to 25% apprentices on crew.
    - Each site must have at least 15% apprenticeship utilization. If an application contains multiple sites that are funded, the requirement must be met/exceeded at each site within an application.
    - All labor performed must adhere to prevailing wage requirements and provide satisfactory documentation.
- Additional restrictions
  - WAEVCP funding is not to be used for charging sites required as part of building code requirements for new development.

- Installation on undeveloped sites (new development) is allowed if installation provides at least two (2) additional charging ports above what is required. Installations with one (1) additional charging port are not eligible.
- If EV-ready spots are required but chargers aren't, then only the cost of installing the chargers – no pre-wiring, etc. – is eligible for funding.
- Grantees will be asked to provide information on their site to the Department of Commerce and applicable building codes.

#### Multi-Family Housing and Workplace Sites:

- All equipment requirements as outlined in the “All Sites” section above, and:
- Community Education Requirement
  - To support electric vehicle adoption and charger use, grantees with installations at Multi-Family Housing and Workplaces are required to share information including operation instructions, basic information about types of EV chargers with a focus on Level 2 chargers and share access information to the new chargers on site.
- If the charging equipment is publicly available, in addition to residential or workplace purpose:
  - A mobile payment device (NFC/RFID) must be physically located on each charger dispenser or on a kiosk serving the charger dispensers.
  - A toll-free number for providing payment (if relevant for the site) and initiating a charging session must be displayed on each charger dispenser or on a kiosk serving the charger dispensers.

#### Public Charging Sites:

- All equipment requirements as outlined in the “All Sites” section above, and:
- The intent of public charging sites is to provide charging for the public, especially EV users without access to residential or workplace charging.
- To be considered publicly available, an EV charging station must not be located behind a fence or in a gated parking lot, such that the general public is unable to access or is deterred from accessing during normal operational hours for the site (generally excluding 10pm-5am). Businesses may clarify their operational hours and will be held responsible should actual access does not align with this provision and may be asked to provide documentation supporting their operational hours. Operational hours to be identified in application.
- A mobile payment device (NFC/RFID) must be physically located on each charger dispenser or on a kiosk serving the charger dispensers.
- A toll-free number for providing payment (if relevant for the site) and initiating a charging session must be displayed on each charger dispenser or on a kiosk serving the charger dispensers.
- Public chargers should be on public networks, meaning that the charging equipment is publicly viewable on the network's listings and is available for the public's use. All other site types may use either public or private networks.

## Operational Requirements

#### All Sites:

- Charging units must remain operational for the following terms:
  - Minimum of six (6) years for DCFC equipment
  - Minimum of four (4) years for L2 equipment

- Acts of God such as floods, etc. impacting charger operation are the grantee's responsibility if not covered under warranty.
- Charging session data sharing requirements are the same as the operational requirements:
  - Minimum of six (6) years for DCFC equipment.
  - Minimum of four (4) years for L2 equipment.
- If a charging session, either the full session or a partial session, is offered at no cost, it must be disclosed at the location where the charging session is initiated and prior to a user or a vehicle initiating a charging session.
- A subscription, membership, or account cannot be required to initiate a charging session.

#### Multifamily Sites and Public Sites not set to free-vend.

Each charger point of sale must, at a minimum, provide the following information, if applicable:

- A fee for use of the parking space.
- A non-member fee for use of the charger.
- The price per kWh or MJ in USD.
- Potential changes in the price per kWh or MJ in US Dollars, due to variable pricing.
- Any other fees charged for a charging session.
- Each charger point of sale must provide means for conducting a charging session in at least one language other than English, considering the demographics of the area and the language(s) most commonly spoken in that location.

## Network Requirements

- Must, at minimum, use Open Charge Point Interface ("OCPI") version 2.1.1 or 2.2 standards.
- Uses OCPP1.6 or 2.0.1 – certification is not required.
- Sites except multifamily sites and public sites set to free-vend must be capable of facilitating payment via a toll-free number.
- Must be capable of remotely initiating a charging session.

## Definitions


- **Adder:** Additional award amount for installations/sites that meet specified priority criteria.
- **Application/Application Document:** The form used to provide information regarding the applicant and proposed sites for the purpose of determining eligibility, communication, and cover key questions such as lead applicant organization.
- **Charging Connector:** The plug delivering power between the charger and the on-board vehicle charging equipment.
- **Charging Port:** An access point for electric vehicle charging. Typically identified as the number of charging connectors that an EVSE can simultaneously provide power to.
- **Community-Based Non-Profits:** IRC § 501(c)(3) organizations or labor unions representing geographic, racial, ethnic, cultural, or worker communities within Washington state.
- **Eligible Applicant:** The designated organization/representative that is eligible for the program and will be submitting the application and managing the application details and communication with Commerce and other stakeholders. Applicants that receive funding are responsible for contracting with the Department of Commerce and sub-awarding to any project partners.



- **Eligible Site:** A site that qualifies for the program based on program design. Eligible sites include multi-family housing (five [5] or more units), public charging sites, workplaces, and fleet depots.
- **Electric Vehicle Supply Equipment (“EVSE”):** The unit controlling the power supply to one or more vehicles during a charging session. Colloquially referred to as a charger.
- **Electric Vehicle (“EV”) Charging Station:** A continuous installation of EVSE that is served by a common point of service.
- **Environmental Health Disparities Map:** An interactive mapping tool showing environmental and health risks by census tract to identify disparities and improve equity. Integrated into Mapping Tool to assist with site scoring. Refer to scoring for more information.
- **Fleet Depot:** A parking facility intended primarily for a collection of motor vehicles owned or leased by an organization in pursuit of its business activities or services provided. Both public and private fleet depots are eligible. If the purpose of the installation is for personal vehicles of employees, the site must qualify as a workplace use.
- **Future charging events potential:** A scoring component calculated through the Mapping Tool. Future charging events potential is defined as daily trip count. Refer to scoring for more information.
- **Geographic gaps:** A scoring component calculated through the Mapping Tool. Geographic gaps are defined as miles from nearest existing EVSE sites (AFDC, includes current and planned). Refer to scoring for more information.
- **Housing affordability:** A scoring component calculated through the Mapping Tool. Defined as Washington Tracking Network (“WTN”) Unaffordability of Housing Score which measures income spent on housing needs.
- **Installation:** EV charging station deployed because of this Program. One (1) installation corresponds to one (1) site.
- **Lead Applicant/Lead Entity:** An organization that is the point of contact managing an application on behalf of multiple participating partners. See Eligible Applicant.
- **Low-income community:** A scoring component calculated through the Mapping Tool. Sites will be prioritized in low-income communities along with other socio-economic and environmental characteristics through the Mapping Tool. For income levels, this program utilizes the WTN Median Household Income data in the Environmental Health Disparities Map. Refer to scoring for more information.
- **Mapping Tool:** A map combining data on various socio-economic, environmental, and other topics used to score each site and manual scoring criteria linked to site and project characteristics.
- **Multi-Family Housing:** A residential property with at least five (5) or more housing units. Hotels and motels are not considered multi-family housing for this program.
- **OMWBE:** A business owned and controlled by minority, women, and socially and economically disadvantaged persons as per the Washington Office of Minority and Women’s Business Enterprises. A directory of contractors is available at this website: <https://omwbe.wa.gov/directory-certified-businesses>.
- **Overburdened Community:** A Census tract with a score of 9 or 10, or a tribal location according to the Environmental Health Disparities Map V2 and/or a federally recognized tribe is an overburdened community for the purposes of this program. Reference Mapping Tools for more information and to view the score for a particular site.

- **Partner:** Collaboration between applicant and one or more organizations that will be supporting the installation. Partners can be any of the eligible applicant types or a designated representative of the site.
- **Power level-to-park time fit:** A scoring component calculated through the Mapping Tool. This estimates charger utilization by estimating dwell time and has distinct calculations per type of charger (Level 2 or DC Fast Charger).
- **Project Labor Agreement (“PLA”):** PLAs are pre-hire collective bargaining agreements negotiated between one or more construction unions and one or more construction employers (contractors/project owners) that establish the terms and conditions of employment for a specific construction project.
- **Proposed Sites:** A site where an installation is being proposed and is submitted for consideration of award funding.
- **Public Access:** To be considered publicly available, an EV charging station must not be located behind a fence or in a gated parking lot, such that the general public is unable to access or is deterred from accessing during normal operational hours for the site (generally excluding 10pm-5am). Businesses may clarify their operational hours and will be held responsible should actual access does not align with this provision and may be asked to provide documentation supporting their operational hours. Operational hours to be identified in application.
- **Public Agencies:** Cities, towns, counties, public school districts or special schools, transportation planning organizations, transportation authorities or agencies, municipal corporations, port districts or authorities, political subdivision of any type, or any other entities or authorities of local government in corporate form or otherwise.
- **Public Schools:** K-12 public schools and school district buildings and bus depot facilities, and higher education facilities, including dormitories. . Bus depot facilities include those owned and operated by contracted services in contract with a public school or school district.
- **Retail Electric Utilities:** Any electrical company, public utility district, irrigation district, port district, electric cooperative, or municipal electric utility that is engaged in the business of distributing electricity to retail electric customers in the state, per RCW 80.60.010.
- **Rural:** Population density and land area criteria used for rural area assistance and other programs as per the Office of Financial Management (wa.gov).
- **Scoring:** The process of assigning numerical values for each scoring criteria to determine application priority. The scoring for this program is a combination of scores derived from the Mapping Tool and other site or project characteristics.
- **Site:** Developed real property substantially under the common control of a single entity serving residents/employees/customers/guests for a common purpose.
- **Site Readiness:** How ready the design for an installation is for construction, including any required design and permitting approvals and preparation for construction.
- **Stub-out (make-ready):** A complete “stub-out” installation includes all the panel upgrades, trenching, conduit, and wiring (collectively referred to as the customer-side make-ready), needed for a new EVSE to be installed later without any additional construction work. A “stub-out” typically ends with at least two inches (2”) of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.
- **Tribal Entities**

- Sites: Sites on the lands of federally recognized tribes, or an enterprise located off tribal land and owned by a federally recognized tribe.
- Applicants: Federally recognized tribes.
- **Underserved Community:** The people to charging ports ratio for the site's Census tract and county as calculated by the Mapping Tool. Underserved in this context means underserved by existing EV infrastructure. Refer to the scoring for more information.
- **Workplaces:** A workplace is a non-residential site location, where business is conducted or where services or industrial operations are performed. Residential properties are not eligible as a workplace regardless of their use as a place of business. Chargers may be public or private and must be shared use (meaning that the chargers are not assigned to a single employee, or subset or employees at the site, and are available as a community resource for the site).

 An official website of the Washington state government [Here's how you know](#)



**The .gov means it's official.**

A .gov website belongs to an official government organization in the United States.



**The site is secure.**

The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.



MENU

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# Climate Commitment Act brand and style guidelines

## Overview

To strengthen public awareness of how Climate Commitment Act (CCA) funding is put to work, state agencies and recipients of programs or projects funded by the CCA are directed to use a funding acknowledgment and/or logo.

The Climate Commitment Act logo is a symbol of the state's commitment to fighting climate change and pollution. The simple but powerful design conveys our progress towards a cleaner, zero emission future. The primary color palette is the three shades of green representing the Evergreen State's natural beauty and its commitment to environmental protection.

The funding acknowledgment provides standard language for websites, press releases, public outreach materials and other related promotional products.

The guidance below provides general information about funding acknowledgment language and logo usage. Funding

recipients should refer to their contracts for information about if and when these requirements apply.

## Funding acknowledgement

Administering agencies and all funding recipients, including sub-grantees and local agencies that receive CCA funding to supplement existing programs, must include recognition of CCA funding in alignment with this guidance.

The funding source acknowledgment should be used in project- or program-related publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language to be used is:

“The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).”

Funding acknowledgments in additional languages are available at the [bottom](#) of this page.

## Logo usage

The logo should always be used in its entirety, with the wordmark and symbols together. The logo should not be altered in any way, including changing the colors, proportions or fonts.

The logo should always be displayed on a white background. If a white background isn’t possible, use the primary logo with the border or one of the approved white logos. The primary color palette is the shades of green, but it can also be used in black and white and/or gray scale as required.

The logo can be used in a variety of applications, including websites, social media, print materials, and signage. When using the logo in digital applications or printing for signage, it is important to use a high-resolution version of the logo file.

**Primary logo**

Download: [PNG](#) [SVG](#)



**Primary logo with border & white background**

Download: [PNG](#) [SVG](#)



**CCA Logo Style & Branding**

**Social media icon**

Download: [PNG](#)



**Grayscale logo**

Download: [PNG](#) [SVG](#)

ONLY use the grayscale logo for black and white printing, limited color printing, or low-resolution displays.



**White logo**

While the primary CCA logo is always preferred, circumstances may necessitate using an alternative white logo. To ensure optimal visual impact, use only the listed logos with the black background or one of the approved CCA green hues.

Download: [PNG](#) [SVG](#)



Download: [PNG](#) [SVG](#)



Download: [PNG](#) [SVG](#)



Download: [PNG](#) [SVG](#)



**Non-allowable logo modifications -- DO NOT:** Squeeze, stretch, or condense logo out of proportion or reduce size smaller than

100px.



Do not retype or change the font in the logotype.



Do not combine with other elements.



Do not outline the logo.



Do not place logo on low contrast background.



These are just a few examples of non-allowable modifications. For more information, please contact the Office of the Governor.

COLORS

Primary Green

HEX: #005151  
CMYK: 92, 49, 60, 35  
RGB: 0, 81, 81

HEX: #027B5F  
CMYK: 87, 29, 72, 14  
RGB: 2, 123, 95

HEX: #07B14C  
CMYK: 80, 0, 100, 0  
RGB: 7, 177, 76

Grayscale

HEX: #000000  
 CMYK: 0, 0, 0, 100  
 RGB: 0, 0, 0

HEX: #585858  
 CMYK: 0, 0, 0, 65  
 RGB: 88, 88, 88

HEX: #A6A6A6  
 CMYK: 0, 0, 0, 35  
 RGB: 166, 166, 166

## FONTS

Title font: Oswald Regular

Logo type: Poppins Bold

**TITLE FONT: OSWALD REGULAR**  
**FUNDED BY WASHINGTON'S**

**LOGO TYPE: POPPINS BOLD**  
**CLIMATE COMMITMENT ACT**

## FUNDING ACKNOWLEDGMENTS IN ADDITIONAL LANGUAGES

### Spanish

El [PROGRAM NAME / GRANT / ETC.] cuenta con el respaldo del financiamiento proveniente de la Ley de Compromiso Climático de Washington. CCA (Climate Commitment Act, Ley de Compromiso Climático) apoya los esfuerzos de acción climática de Washington y utiliza el dinero del programa de límite e inversión para reducir la contaminación climática, crear empleos y mejorar la salud pública. Para obtener información sobre la CCA, visite [www.climate.wa.gov](http://www.climate.wa.gov).

### Simplified Chinese

[PROGRAM NAME / GRANT / ETC.] 由Washington州《气候承诺法案》提供资金支持。CCA (Climate Commitment Act, 气候承诺法案) 支持Washington州的气候行动, 将“限额和投资”资金用于减少气候污染、创造就业机会和改善公众健康。有关CCA的信息, 请访问 [www.climate.wa.gov](http://www.climate.wa.gov)。

### Vietnamese

[PROGRAM NAME / GRANT / ETC.] được hỗ trợ bằng nguồn tài trợ từ Đạo Luật Cam Kết Khí Hậu của Washington. CCA (Climate Commitment Act, Đạo Luật Cam Kết Khí Hậu) hỗ trợ các nỗ lực chống biến đổi khí hậu bằng cách sử dụng tiền từ chương trình cap-and-invest (giới hạn phát thải và đầu tư khoản thu từ quyền phát thải vào các sáng kiến khí hậu) nhằm giảm ô



nhiễm không khí, tạo việc làm và cải thiện sức khỏe cộng đồng. Thông tin về CCA được đăng tại [www.climate.wa.gov](http://www.climate.wa.gov).

## Ukrainian

[PROGRAM NAME / GRANT / ETC.] фінансується за кошти, здобуті за допомогою Закону про зобов'язання з боротьби зі зміною клімату штату Washington. CCA (Climate Commitment Act, Закон про зобов'язання з боротьби зі зміною клімату) підтримує зусилля штату Washington із боротьби зі зміною клімату через внески коштів, здобутих від обмежень та інвестицій, у скорочення забруднення клімату, створення робочих місць і покращення громадської охорони здоров'я. Інформація про CCA доступна на вебсайті [www.climate.wa.gov](http://www.climate.wa.gov).

## Marshallese

[PROGRAM NAME / GRANT / ETC.] ej bök jibañ in jāān jen Climate Commitment Act (Kakien eo an state ñan an kombani im doulul ko elabtata aer kōjērbal kiaj ko rej kōmman an māānānlok mejatoto bwe ren kadiklok aer kōjērbal mōttan kein) an Washington. Climate Commitment Act (Kakien eo an state ñan an kombani im doulul ko elabtata aer kōjērbal kiaj ko rej kōmman an māānānlok mejatoto bwe ren kadiklok aer kōjērbal mōttan kein, CCA) ej jibañ jērbal ko an Washington ñan kejbarok mejatoto im jikin ko ipelaakid ilo an kōjējjet joñan ko relabtata im lelok jāān im jērbal ko ñan kadiklok baijin im ettonon ko ilo mejatoto, kōmman an wōr jērbal, im kōkmanmanlok ejmour ko an armij. Ewōr melele kin CCA ilo [www.climate.wa.gov](http://www.climate.wa.gov).

TO: City Council  
 FROM: Dan Smith, Water Resources & Sustainability Director  
 DATE: October 15, 2024  
 SUBJECT: Acquisition of the Reykdal and Langton Properties for the Percival Creek Fish Passage Barrier Removal Project

1) Recommended Action:

Approve and authorize the Mayor to sign the offer letters for the Reykdal and Langton properties to acquire right-of-way needed to complete the Percival Creek Fish Passage Barrier Removal project. These offer letters were recommended for approval via consent calendar by the Public Works Committee at their October 3, 2024 meeting.

2) Background:

The culvert conveying Percival Creek under Sapp Road has been identified as a fish passage barrier due to slope. The City plans to replace the culvert with a larger one to allow fish to pass under the road unobstructed, with construction planned to take place during the summer of 2025.

To complete this project, minimal right-of-way is necessary to be acquired. On parcel 577103000 owned by Ms. Langton, the City is acquiring 3,659 square feet of property and placing another 2,110 square feet in a temporary construction easement. On parcel 12833110500 owned by the Reykdal family, the City is placing another 1,137 square feet in a temporary construction easement. The City has been working with Tierra Right of Way to complete the acquisition of these properties.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

- Remove obstructions to fish passages

4) Alternatives:

Request changes to the offer letters.

5) Fiscal Notes:

Tumwater has secured \$2,100,000 from WSDOT’s PROTECT grant funding program, \$100,000 of which can be used to pay for costs related to right-of-way acquisition. In total, it will cost \$24,800 to acquire the necessary property from Ms. Langton and \$9,250 to acquire the necessary property from the Reykdal family.

6) Attachments:

- A. Offer letter for the Reykdal Property
- B. Offer letter for the Langton Property



**DATE: 6/20/2025**

**TO: City of Tumwater**

**Attn: Meridith Greer**

**555 Israel Road**

**Tumwater, WA 98501**

**RE: Project Name:** City of Tumwater – Percival Creek Fish Passage

**Property Owner:** Chris and Kimberly Reykdal

**Project Parcel No.** 12833110500

**TRW File Number:** 22WR00-501.01

**DOCUMENT(S) TRANSMITTED:**

Hand Delivered

US Mail

Pick-up

Other

Date	No.	Item
6/17/2024	1	Offer Letter
6/17/2024	2	Temporary Construction Easement – Needs City signature
6/17/2024	3	Real Estate Excise Tax Affidavit – Needs City signature
6/17/2024	4	Real Property Voucher – Needs City signature

For your Approval & Process

For your Information

As Requested

For your Signature

For your Use

For Review & Comment

Other:

**COMMENTS:**

Please let me know if you have any questions.

Thank you,

Kristian Azizeh

Project Manager

Tierra Right of Way Services, Ltd.

8685 Martin Way E., Ste 203, Lacey, WA 98516

206.677.8355 office | 800. 887.0847 | [www.tierra-row.com](http://www.tierra-row.com)

**RECEIVED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



June 17, 2024

Chris & Kim Reykdal
2311 Sapp Road Southwest
Tumwater, WA 98512

Offer Letter

Project Title: Percival Creek Fish Passage Barrier Removal
Federal Aid No.: PROTECT-5210(003)
Parcel No.: 12833110500

Dear Mr. & Mrs. Reykdal:

The City of Tumwater (Agency) plans to proceed with the above-titled public project. The project involves the replacement of a full barrier culvert with a four-sided box culvert. Additionally, the project will include the placement of large wooden material structures and the regrading of the stream. The project also includes the reconstruction of the roadway and the addition of bike lanes and sidewalks.

The purpose of this letter is to notify you of the following:

- The Agency's interest in acquiring your property and/or property rights for this project.
The Agency's determination of just compensation for your property and/or property rights.
The basic protections afforded to you by law.

As outlined below, the Agency has established an amount it believes is just compensation based on the market value estimated for your property. The Agency's offer is as follows:

Table with 3 columns: Description, Calculation, and Amount. Rows include Temporary Construction Easement, Improvements, and Total Amount.



---

An administrative offer is based upon market research and is used when the property rights being acquired involve compensation of less than \$10,000. Accordingly, an appraisal has not been completed on this property.

If a mutually agreeable settlement is not reached, the Agency, acting in the public interest, will use its right of eminent domain to acquire property for public use. In conformity with the Washington State Constitution and laws, the Agency's legal counsel will file a condemnation suit to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for the property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

You may wish to employ professional services to evaluate the Agency's offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the Agency's offer. The Agency will reimburse up to \$750.00 of your evaluation costs upon submission of the bills or paid receipts.

The Internal Revenue Service (IRS) requires that the Agency obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after acceptance of the Agency's offer, provided that there are not delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, the Agency becomes the owner of the property rights purchased and responsible for its control and management.

If you have personal property presently located on the property being acquired by the Agency that needs to be moved, the Agency will reimburse you for the cost of moving it through the Relocation Assistance program.

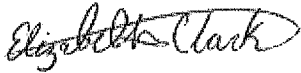
Enclosed please find the following:

- A plan sheet showing the property rights needing to be acquired
- The necessary legal documents for the transferring of the property or property rights.
- Real Estate Excise Tax Affidavit
- Real Property Voucher
- W-9 per IRS requirements
- A copy of the valuation of your property
- Title Report
- Transportation Needs and You Brochure (explaining the Right of Way acquisition process)

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This letter has been sent to provide a concise statement of Agency's offer and summary of your rights. Please feel free to direct any questions you may have to the undersigned. Thank you for your time and consideration.

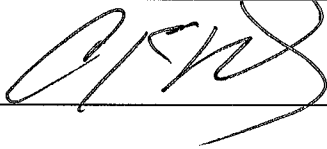
Sincerely,



Elizabeth Clark  
Right of Way Agent  
Tierra Right of Way Services, Ltd.  
8685 Martin Way E. Suite #203 Lacey, WA 98516  
[eclark@tierra-row.com](mailto:eclark@tierra-row.com)  
564.214.5610 | <https://www.tierra-row.com/>

Enclosures

**Acknowledgment of receipt of Offer Letter**

Signature:  Date: 6/17/24

*Signature above does not mean acceptance or rejection of offer.*

When Recorded Mail To:

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501  
Attn: Brandon Hicks

**TEMPORARY EASEMENT  
Percival Creek Fish Passage Barrier Removal**

Grantor (s): Christopher P. Reykdal and Kimberly E. Reykdal, husband and wife  
Grantee (s): CITY OF TUMWATER, a Washington Municipal Corporation  
Property Legal Description (abbreviated): PTN of PTN NE1/4 NE1/4 33-18-2W  
Assessor's Tax Parcel ID#(s): A portion of 12833110500

The Grantors, Christopher P. Reykdal and Kimberly E. Reykdal, husband and wife, for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, grant, convey, and warrant, to the CITY OF TUMWATER, a Washington municipal corporation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands, Property, for the purpose of the construction of the Percival Creek Fish Passage Barrier Removal project, Project.

Said Property being situated in Tumwater, Washington, and legally described in Exhibit A and Exhibit B, attached hereto, and made a part hereof.

**1. Purpose.** Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon the Property for the purpose of the construction of the Percival Creek Fish Passage Barrier Removal project. The site will be used to access Percival Creek with large machinery to help place the retaining wall, culvert, and realign the stream channel. The trees on the property will be protected during construction. Upon completion of the work the ground will be graded to its pre-construction position and all disturbed soil will be hydroseeded with long term mulch and fertilizer.

**2. Term.** The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and will have an active construction period of one-year and an inactive construction period of 2.08-years and shall terminate on December 31, 2026.

It is further agreed that this Temporary Easement may be extended by up to one-year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Administrative Offer Summary; whichever is higher. Grantee shall notify Grantors in writing, and render payment, prior to exercising this option.

**3. Indemnification.** Grantors agree to indemnify, defend, and hold Grantee, 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 Easement.

**4. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Tumwater unless and until accepted and approved hereon in writing for the City of Tumwater, by its authorized agent.

*\*\*\*Signatures on the following page\*\*\**

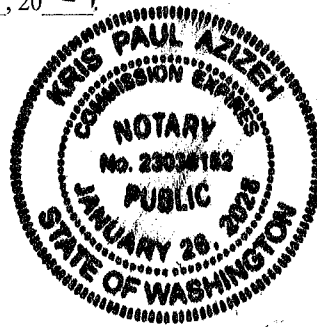


DATED THIS 17<sup>th</sup> day of June, 2024

GRANTORS:

[Signature]  
Signature  
Name Printed: Christopher P. Reykdal  
Title: Owner

State of Washington )  
County of Thurston ) ss



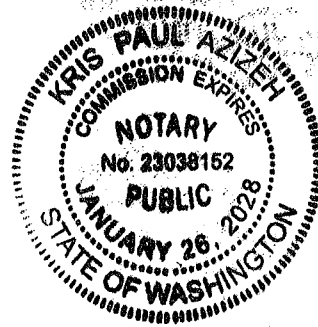
I certify that I know or have satisfactory evidence that Chris Reykdal is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 17, 2024

[Signature]  
(Signature)  
Notary Public in and for the State of Washington  
My appointment expires 1/26/2028

[Signature]  
Signature  
Name Printed: Kimberly E. Reykdal  
Title: Owner

State of Washington )  
County of Thurston ) ss



I certify that I know or have satisfactory evidence that Kim Reykdal is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 17, 2024

[Signature]  
(Signature)  
Notary Public in and for the State of Washington  
My appointment expires 1/26/2028

City of Tumwater

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

EXHIBIT A

Temporary Construction Easement

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows:

COMMENCING FROM the Northeast corner of said Section 33;

Thence North 88°45'13" West, along the north line of said Section 33, 763.43 feet to a point;

Thence South 02°14'22" West 20.00 feet the TRUE POINT OF BEGINNING of the herein described easement being in the west line of the East 100 feet of the West half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 33;

Thence South 88°45'13" East, along the south right-of-way line of Sapp Road SW, 65.00 feet to a point;

Thence South 63°10'02" West 74.36 feet to the west line of the East 100 feet of the West half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 33;

Thence North 02°14'22" East 35.01 feet to the POINT OF BEGINNING;

Contains 1,137 square feet, more or less.



EXHIBIT A

Temporary Construction Easement

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows:

**COMMENCING FROM** the Northeast corner of said Section 33;

Thence North  $88^{\circ}45'13''$  West, along the north line of said Section 33, 763.43 feet to a point;

Thence South  $02^{\circ}14'22''$  West 20.00 feet the **TRUE POINT OF BEGINNING** of the herein described easement being in the west line of the East 100 feet of the West half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 33;

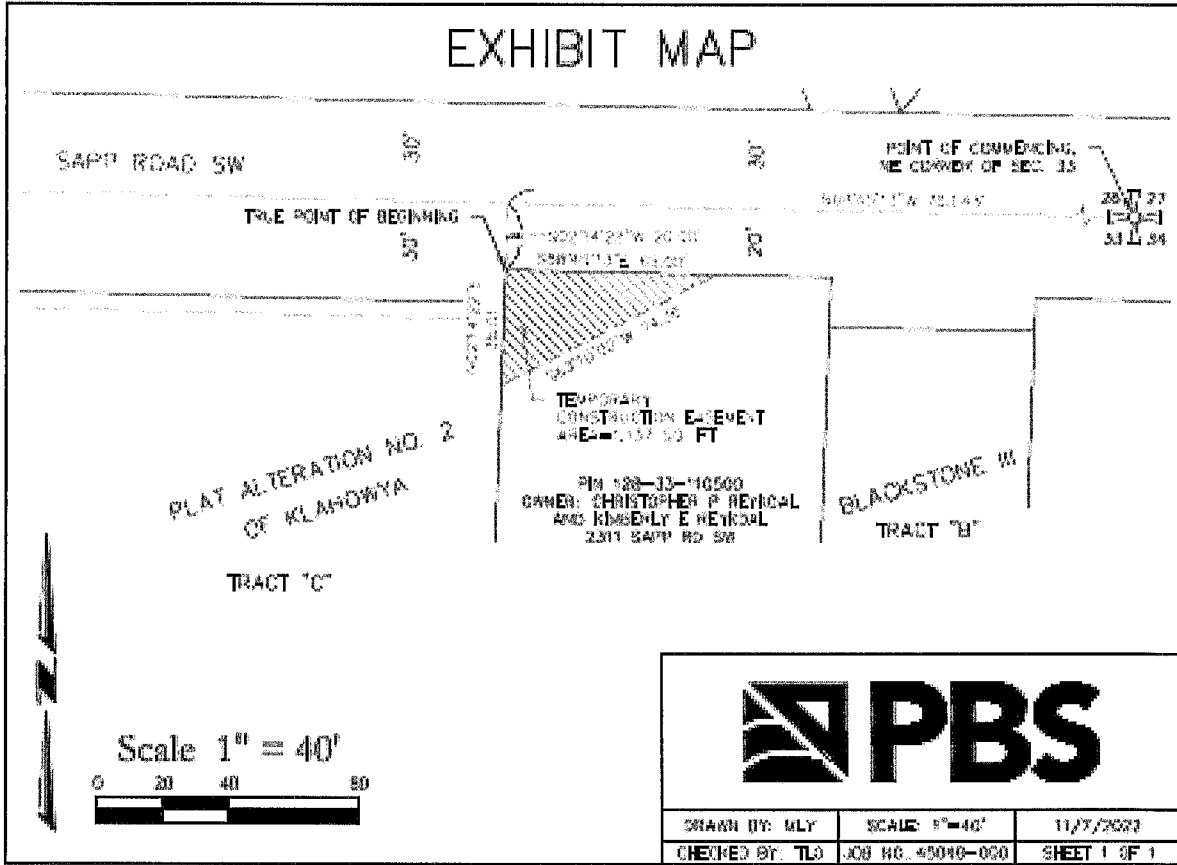
Thence South  $88^{\circ}45'13''$  East, along the south right-of-way line of Sapp Road SW, 65.00 feet to a point;

Thence South  $63^{\circ}10'02''$  West 74.36 feet to the west line of the East 100 feet of the West half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 33;

Thence North  $02^{\circ}14'22''$  East 35.01 feet to the **POINT OF BEGINNING**;

Contains 1,137 square feet, more or less.

EXHIBIT B



Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after March 1, 2023. This affidavit will not be accepted unless all areas on all pages are fully and accurately completed. This form is your receipt when stamped by cashier. Please type or print.

Check box if partial sale, indicate % sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Chris and Kim Reykdal, husband and wife
Mailing address 2311 Sapp Road Southwest
City/state/zip Tumwater, Washington 98512
Phone (including area code) 360-790-3151

2 Buyer/Grantee

Name City of Tumwater
Mailing address 555 Israel Road Southwest
City/state/zip Tumwater, Washington 98501
Phone (including area code)

3 Send all property tax correspondence to: Same as Buyer/Grantee

Name Same as Seller/Grantor
Mailing address
City/state/zip

Table with 3 columns: List all real and personal property tax parcel account numbers, Personal property?, Assessed value(s). Row 1: PTN 12833110500, \$ 654,600.00

4 Street address of property 2311 Sapp Road Southwest

This property is located in Tumwater (for unincorporated locations please select your county)

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See attached Exhibit A

5 11 - Household, single family units

Enter any additional codes N/A (see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? Yes No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions) Yes No

6 Is this property designated as forest land per RCW 84.33? Yes No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? Yes No

Is this property receiving special valuation as historical property per RCW 84.26? Yes No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: does does not qualify for continuance.

Deputy assessor signature Date

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature Print name

7 List all personal property (tangible and intangible) included in selling price.

N/A

If claiming an exemption, list WAC number and reason for exemption.

WAC number (section/subsection) 458-61A-206 Reason for exemption

Threat of Eminent Domain

Type of document Temporary Construction Easement

Date of document

Table with 2 columns: Description, Amount. Rows include Gross selling price (1,400.00), Personal property (deduct) (0.00), Exemption claimed (deduct) (1,400.00), Taxable selling price (0.00), Excise tax: state (Less than \$525,000.01 at 1.1% (0.00), From \$525,000.01 to \$1,525,000 at 1.28% (0.00), From \$1,525,000.01 to \$3,025,000 at 2.75% (0.00), Above \$3,025,000 at 3% (0.00), Agricultural and timberland at 1.28% (0.00), Total excise tax: state (0.00), Local (0.0050), Delinquent interest: state (0.00), Local (0.00), Delinquent penalty (0.00), Subtotal (0.00), State technology fee (5.00), Affidavit processing fee (5.00), Total due (10.00)

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX \*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent Name (print) Date & city of signing

Signature of grantee or agent Name (print) Date & city of signing

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

Civil Creek Fish Passage - REETA Document



Chris Reykdal <chris4wakids@gmail.com>

To: Kristian Azizeh

Forward Reply all Reply Thu 6/20/2024 10:59 AM

Hi Kristian,  
I just found out that (with your permission) I can sign the REETA as your agent. That be okay with you?

Yes

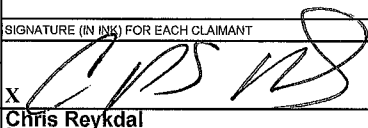
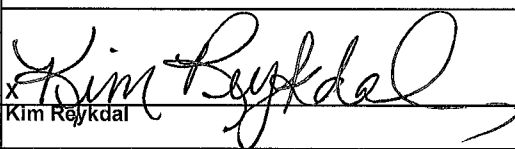
On Thu, Jun 20, 2024, 10:34 AM Kristian Azizeh <kazizeh@tierra-row.com> wrote:  
Okay, got it. I just found out that (with your permission) I can sign the REETA as your agent. That be okay with you?



**Kris Azizeh**  
Project Manager, Pacific Northwest  
Tierra Right of Way Services, Ltd.  
3685 Martin Way E. #203, Leacey, WA 98516  
206.677.8335 office | 800.887.0847 | [www.tierra-row.com](http://www.tierra-row.com)

This message, including any attachments, contains confidential information intended for a specific individual and purpose, and is protected by law. Any disclosure, copying, or distribution of this message or the taking of any action based on it, by anyone other than the intended recipient, is strictly prohibited.

**REAL PROPERTY VOUCHER**

AGENCY NAME <b>City of Tumwater</b> <b>555 Israel Road Southwest</b> <b>Tumwater, WA 98501</b>		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) <b>Chris and Kim Reykdal</b> <b>2311 Sapp Road Southwest</b> <b>Tumwater, WA 98512</b>		TIN/SSN: <b>531-96-5725</b>	SIGNATURE (IN INK) FOR EACH CLAIMANT X  <b>Chris Reykdal</b>	DATED <b>6/17/24</b>
PROJECT NO. AND TITLE <b>Percival Creek Fish Passage Barrier Removal</b>		X  <b>Kim Reykdal</b>		DATED <b>6.17.24</b>
FEDERAL AID NO. PROTECT-5210(003)	PARCEL NO. 12833110500			
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT	
LAND: Temporary Construction Easement: 1,137 SF			+	\$1,400 ®
IMPROVEMENTS: One mature cyprus tree, three mature trees, one mature rhododendron, and two medium deciduous trees				\$7,850.00
DAMAGES: Cost to Cure Proximity Other			+	
SPECIAL BENEFITS				
JC (Just Compensation) Amount				\$9,250.00
REMAINDER: Uneconomic Remnant Excess Acquisition			+	
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other				
ADMINISTRATIVE SETTLEMENT			+	
STATUTORY EVALUATION ALLOWANCE			+	
ESCROW FEE			+	
REAL ESTATE EXCISE TAX			+	
OTHER:				
ACQUISITION AGENT <i>Elizabeth Clark</i>		DATE <b>6/17/24</b>	Voucher No.	TOTAL AMOUNT PAID \$9,250.00
AUTHORIZED AGENT FOR AGENCY		DATE		

LPA-321 10/2014



**DATE:** 9/11/2024  
**TO:** City of Tumwater  
**Attn:** Meridith Greer  
 555 Israel Road  
 Tumwater, WA 98501

**RE: Project Name:** City of Tumwater – Percival Creek Fish Passage  
**Property Owner:** Cassandra Langton  
**Project Parcel No.** 57710300000  
**TRW File Number:** 22WR00-501.01

**DOCUMENT(S) TRANSMITTED:**

Hand Delivered       US Mail       Pick-up       Other

Date	No.	Item
9/10/2024	1	Warranty Deed – Needs City signature
9/10/2024	2	Temporary Construction Easement – Needs City signature
9/10/2024	3	Real Estate Excise Tax Affidavits – Needs City signature
9/10/2024	4	Real Property Voucher – Needs City signature
9/10/2024	5	W9

- For your Approval & Process       For your Signature  
 For your Information       For your Use  
 As Requested       For Review & Comment  
 Other:

**COMMENTS:**

Please let me know if you have any questions.

Thank you,

Kristian Azizeh  
 Project Manager  
 Tierra Right of Way Services, Ltd.  
 8685 Martin Way E., Ste 203, Lacey, WA 98516  
 206.677.8355 office | 800. 887.0847 | [www.tierra-row.com](http://www.tierra-row.com)

**RECEIVED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



After recording return document to:

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501

**Document Title: Warranty Deed**

**Reference Number of Related Document:**

**Grantor: Cassandra Langton**

**Grantee: City of Tumwater**

**Legal Description: Portion of Lot C Of Alteration No 2. Of Klahowya**

**Additional Legal Description is on Pages 4-5 of Document**

**Assessor's Tax Parcel Number: 57710300000**

## WARRANTY DEED

### Percival Creek Fish Passage Barrier Removal

The Grantor, **Cassandra Langton, as her separate estate**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the **City of Tumwater, a municipal corporation**, Grantee, the following described real property situated in Thurston County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions  
See Exhibits A and B attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

**WARRANTY DEED**

**WARRANTY DEED**

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Tumwater** unless and until accepted and approved hereon in writing for the **City of Tumwater**, by its authorized agent.

Date: *Cassandra Pelt*, Sept 10 2024

\_\_\_\_\_  
**Cassandra Langton**

Accepted and Approved  
**City of Tumwater**

By: \_\_\_\_\_  
**Debbie Sullivan**  
**Mayor**

Date: \_\_\_\_\_

**WARRANTY DEED**

STATE OF WASHINGTON )  
: SS  
County of Thurston )

On this 10<sup>th</sup> day of September before me personally appeared **Cassandra Langton** to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

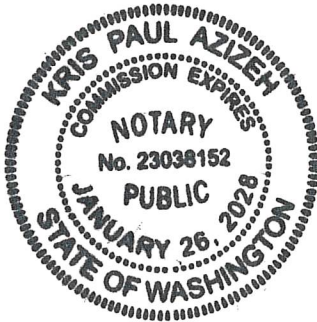
GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the State of Washington, residing at 23403 SE 260<sup>th</sup> Court

My commission expires 1/26/28

Maple Valley, WA  
98038



# WARRANTY DEED

## EXHIBIT A

### Legal Description

#### Tract 1 – Fee Acquisition

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows:

**COMMENCING FROM** the Northeast corner of said Section 33;

Thence North 88°45'13" West, along the north line of said Section 33, 763.43 feet to a point;

Thence South 02°14'22" West 30.00 feet to the northeast corner of Tract C of Plat Alteration of Klahowya recorded under Auditor's File No. 3705511, Thurston County Subdivision Records and the **TRUE POINT OF BEGINNING** of the herein described tract;

Thence North 88°45'13" West, along the south right-of-way line of Sapp Road SW, 158.70 feet to **Point A**;

Thence South 01°14'47" West 11.00 feet to an angle point;

Thence South 70°49'00" East 45.46 feet to **Point B**;

Thence South 88°45'13" East 115.02 feet to the east line of said Tract C;

Thence North 02°14'22" East 25.00 feet to the **POINT OF BEGINNING**;

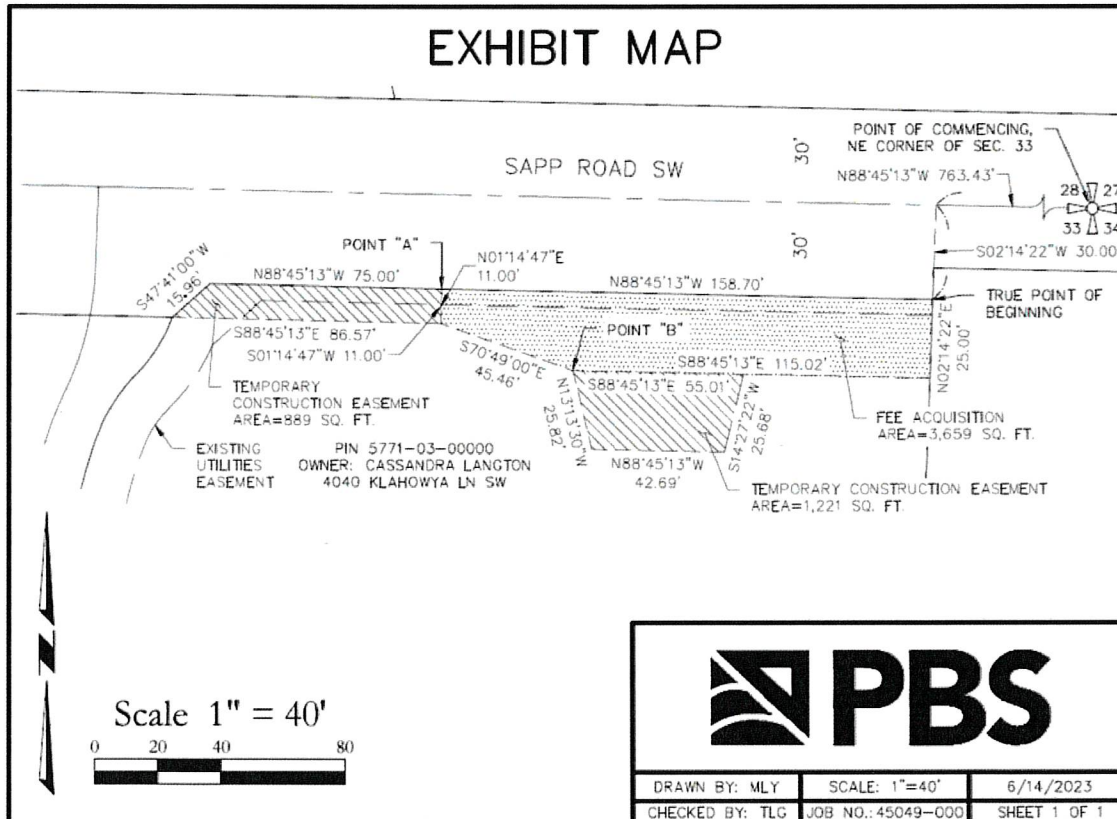
Contains 3,659 square feet, more or less.

Grantor's Initials



# WARRANTY DEED

## EXHIBIT B



When Recorded Mail To:

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501  
Attn: Brandon Hicks

**TEMPORARY EASEMENT**  
**Percival Creek Fish Passage Barrier Removal**

Grantor (s): Cassandra Langton, as her separate estate  
Grantee (s): CITY OF TUMWATER, a Washington Municipal Corporation  
Property Legal Description (abbreviated): Portion of Lot C Of Alteration No 2. Of Klahowya  
Assessor's Tax Parcel ID#: A portion of 57710300000

The Grantor, Cassandra Langton, as her separate estate for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, grants, conveys, and warrants, to the CITY OF TUMWATER, a Washington municipal corporation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands, Property, for the purpose of the construction of the Percival Creek Fish Passage Barrier Removal project, Project.

Said Property being situated in Tumwater, Washington, and legally described in Exhibit A and Exhibit B, attached hereto, and made a part hereof.

**1. Purpose.** Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon the Property for the construction of the Percival Creek Fish Passage Barrier Removal project. The northwestern portion of the easement (temporary easement adjacent to the road) will be used to access Percival Creek and upgrade the stormwater system and make a connection between the existing sidewalk and the new sidewalk that continues east to the end of the project. Trees in this section will be protected during construction. The second temporary construction easement area (immediately within the existing stream /upstream of the proposed culvert) will be used by heavy machinery to place the culvert and retaining wall within the project site. It will also include instream elements to help ensure fish stay out of the project area during construction by use of a sandbag coffer dam and fish exclusion net. The area outside of the replaced culvert will be restored by using hydroseed and replanting with trees, shrubs, and grasses. These plants include Bowhall Maple, Vine Maple, Big Leaf Maple, Red Alder, Douglas Fir, Western Red Cedar, Saskatoon Serviceberry, Indian Plum, Common Snowberry, Tall Oregon Grape, Salmonberry, Baldhip Rose, Red Flowering Currant, Red Osier Dogwood, and Sitka Willow,

**2. Term.** The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and will have an active construction period of one-year and an inactive construction period of 2.08-years and shall terminate on December 31, 2026.

It is further agreed that this Temporary Easement may be extended by up to one-year at the

Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Administrative Offer Summary; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

**3. Indemnification.** Grantor agrees to indemnify, defend, and hold Grantee, 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 Easement.

**4. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Tumwater unless and until accepted and approved hereon in writing for the City of Tumwater, by its authorized agent.

*\*\*\*Signatures on the following page\*\*\**

DATED THIS 10 day of September, 2024.

GRANTOR:

Cassandra Langton  
Signature

Name Printed: Cassandra Langton

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

State of Washington )

) ss

County of Thurston

I certify that I know or have satisfactory evidence that Cassandra Langton is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/10/2024

K. Paul Azizeh  
\_\_\_\_\_

(Signature)

Notary Public in and for the State of Washington

My appointment expires 1/26/2028

City of Tumwater

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

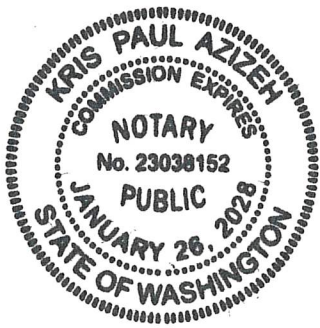




EXHIBIT A

**Tract 2 – Temporary Construction Easement**

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows:

**BEGINNING AT Point A** as described above;

Thence North 88°45'13" West, along the south right-of-way line of Sapp Road SW, 75.00 feet to an angle point in said right-of-way line;

Thence continuing along said right-of-way line, South 47°41'00" West 15.96 feet to a point;  
Thence leaving said right-of-way line, South 88°45'13" East 86.57 feet to an angle point;

Thence North 01°14'47" East 11.00 feet to the **POINT OF BEGINNING**;

**ALSO INCLUDING:**

**BEGINNING AT Point B** as described above;

Thence South 88°45'13" East 55.01 feet to an angle point;

Thence South 14°27'22" West 25.68 feet to an angle point;

Thence North 88°45'13" West 42.69 feet to an angle point;

Thence North 13°13'30" West 25.82 feet to the **POINT OF BEGINNING**;

Containing in all, 2,110 square feet, more or less.

Grantor's Initials



EXHIBIT B

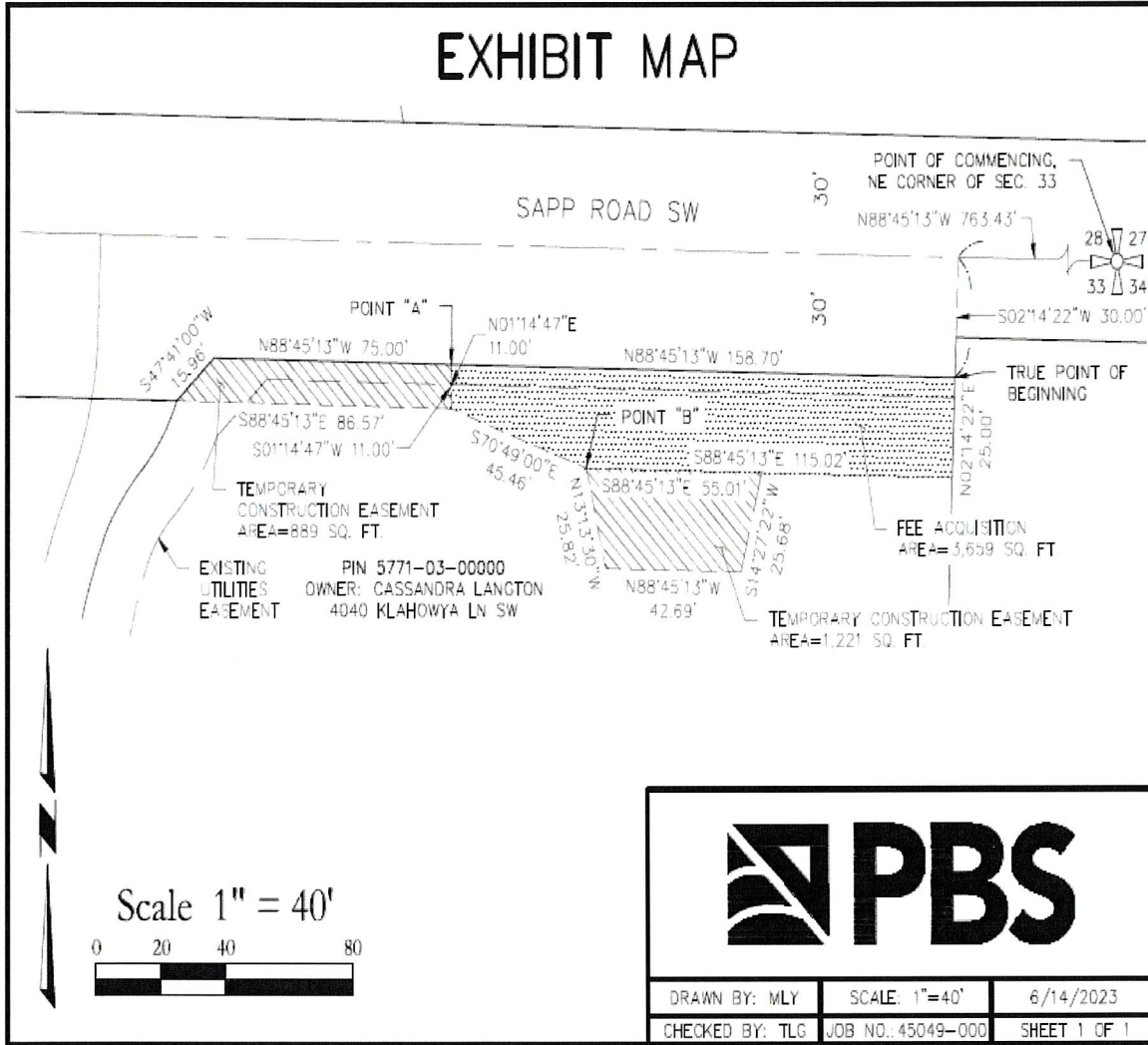


EXHIBIT A

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows.

**BEGINNING AT Point A** as described above;

Thence North  $88^{\circ}45'13''$  West, along the south right-of-way line of Sapp Road SW, 75.00 feet to an angle point in said right-of-way line;

Thence continuing along said right-of-way line, South  $47^{\circ}41'00''$  West 15.96 feet to a point;  
Thence leaving said right-of-way line, South  $88^{\circ}45'13''$  East 86.57 feet to an angle point;

Thence North  $01^{\circ}14'47''$  East 11.00 feet to the **POINT OF BEGINNING**;

**ALSO INCLUDING:**

**BEGINNING AT Point B** as described above;

Thence South  $88^{\circ}45'13''$  East 55.01 feet to an angle point;

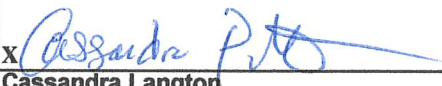

Thence South  $14^{\circ}27'22''$  West 25.68 feet to an angle point;

Thence North  $88^{\circ}45'13''$  West 42.69 feet to an angle point;

Thence North  $13^{\circ}13'30''$  West 25.82 feet to the **POINT OF BEGINNING**;

Containing in all, 2,110 square feet, more or less.

**REAL PROPERTY VOUCHER**

<b>AGENCY NAME</b>  City of Tumwater 555 Israel Road SW Tumwater, WA 98501		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT  X  Cassandra Langton	DATED  9/10/24
<b>GRANTOR OR CLAIMANT (NAME, ADDRESS)</b>  Cassandra Langton 4040 Klahowya Lane SW Tumwater, WA 98512		<b>TIN/SSN:</b>  [Blank]	
<b>PROJECT NO. AND TITLE</b> Percival Creek Fish Passage Barrier Removal			
<b>FEDERAL AID NO.</b> PROTECT-5210(003)		<b>PARCEL NO.</b> 57710300000	
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
<b>LAND:</b>  Temporary Construction Easement: 2,110 SF Land Conveyed in Fee: 3,659 SF		+	\$800.00 \$8,450.00
<b>IMPROVEMENTS:</b> Five mature shrubs, 10 LF of 6-foot tall chainlink fencing, 400 SF of gravel, 100 LF of 5-foot tall rock retaining wall, 30 LF of 2-foot tall rock retaining wall, a mature rhododendron, a mature deciduous tree, three mature evergreen trees.		+	\$12,200.00
<b>DAMAGES:</b>  Cost to Cure Proximity Other Invisible fence repair and re-training of dogs		+ + +	\$850.00
<b>Special Improvements:</b>			
<b>Total JC (Just Compensation) Amount</b>			\$22,300.00
<b>REMAINDER:</b>  Uneconomic Remnant Excess Acquisition		+ +	
<b>DEDUCTIONS:</b>  Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other			
<b>ADMINISTRATIVE SETTLEMENT</b>		+	\$2,500.00
<b>STATUTORY EVALUATION ALLOWANCE</b>		+	
<b>ESCROW FEE</b>		+	
<b>REAL ESTATE EXCISE TAX</b>		+	
<b>OTHER:</b>			
<b>ACQUISITION AGENT</b>  Kris Azizeh 		<b>DATE</b> 1/10/24	<b>Voucher No.</b> [Blank]
<b>AUTHORIZED AGENT FOR AGENCY</b>		<b>DATE</b>	<b>TOTAL AMOUNT PAID</b> \$24,800.00

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <i>Cassandra Pittman</i>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <i>9040 Klahowya Ln</i>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <i>Tumwater WA 98512</i>	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>	
<i>532</i>	<i>- 15 - 7671</i>
<b>or</b>	
<b>Employer identification number</b>	

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Cassandra Pittman</i>	Date <i>9/10/24</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after April 1, 2024. This affidavit will not be accepted unless all areas on all pages are fully and accurately completed. This form is your receipt when stamped by cashier. Please type or print.

Check box if partial sale, indicate % sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Cassandra Langton, as her seprate estate

Mailing address 4040 Klahowya Ln SW

City/state/zip Tumwater, WA 98512

Phone (including area code) (360) 870-9771

2 Buyer/Grantee

Name City of Tumwater, a municipal corporation

Mailing address 555 Israel Rd SW

City/state/zip Tumwater, WA 98501

Phone (including area code) (360)754-5855

Send all property tax correspondence to: Same as Buyer/Grantee

Name Same as Seller/Grantor

Mailing address

City/state/zip

Table with 3 columns: List all real and personal property tax parcel account numbers, Personal property?, Assessed value(s). Row 1: PTN: 5771030000, \$ 1,064,600.00

4 Street address of property 4040 Klahowya Ln SW

This property is located in Thurston County (for unincorporated locations please select your county)

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged. Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See Exhibit A

5 11 - Household, single family units

Enter any additional codes (see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? Yes No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions) Yes No

6 Is this property designated as forest land per RCW 84.33? Yes No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? Yes No

Is this property receiving special valuation as historical property per RCW 84.26? Yes No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: does does not qualify for continuance.

Deputy assessor signature Date

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature Print name

7 List all personal property (tangible and intangible) included in selling price.

N/A

If claiming an exemption, enter exemption code and reason for exemption. \*See dor.wa.gov/REET for exemption codes\*

WAC number (section/subsection) WAC 458-61A-206 Reason for exemption

Threat of Eminent Domain

Type of document Warranty Deed

Date of document

Table with 2 columns: Description, Amount. Rows include: Gross selling price 20,650.00, \*Personal property (deduct) 0.00, Exemption claimed (deduct) 20,650.00, Taxable selling price 0.00, Excise tax: state, Less than \$525,000.01 at 1.1% 0.00, From \$525,000.01 to \$1,525,000 at 1.28% 0.00, From \$1,525,000.01 to \$3,025,000 at 2.75% 0.00, Above \$3,025,000 at 3% 0.00, Agricultural and timberland at 1.28% 0.00, Total excise tax: state 0.00, 0.0050 Local 0.00, \*Delinquent interest: state 0.00, Local 0.00, \*Delinquent penalty 0.00, Subtotal 0.00, \*State technology fee 5.00, Affidavit processing fee 5.00, Total due 10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX \*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent Cassandra Langton Name (print) Cassandra Langton Date & city of signing 9/10/24 Tumwater

Signature of grantee or agent Name (print) Date & city of signing

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

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This affidavit will not be accepted unless all areas on all pages are fully and accurately completed. This form is your receipt when stamped by cashier. Please type or print.

Check box if partial sale, indicate % sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Cassandra Langton, as her seprate estate

2 Buyer/Grantee

Name City of Tumwater, a municipal corporation

Mailing address 4040 Klahowya Ln SW

Mailing address 555 Israel Rd SW

City/state/zip Tumwater, WA 98512

City/state/zip Tumwater, WA 98501

Phone (including area code) (360) 870-9771

Phone (including area code) (360)754-5855

Send all property tax correspondence to: Same as Buyer/Grantee

Name Same as Seller/Grantor

Table with 3 columns: List all real and personal property tax parcel account numbers, Personal property?, Assessed value(s). Includes PTN: 57710300000 and assessed values of \$1,064,600.00, \$0.00, and \$0.00.

Mailing address

City/state/zip

4 Street address of property 4040 Klahowya Ln SW

This property is located in Thurston County (for unincorporated locations please select your county)

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See Exhibit A

5 11 - Household, single family units

7 List all personal property (tangible and intangible) included in selling price.

Enter any additional codes (see back of last page for instructions)

N/A

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)?

If claiming an exemption, enter exemption code and reason for exemption. \*See dor.wa.gov/REET for exemption codes\*

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions)

WAC number (section/subsection) WAC 458-61A-206

Reason for exemption

6 Is this property designated as forest land per RCW 84.33?

Threat of Eminent Domain

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34?

Type of document Temporary Easement

Is this property receiving special valuation as historical property per RCW 84.26?

Date of document

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below.

Gross selling price 800.00

\*Personal property (deduct) 0.00

Exemption claimed (deduct) 800.00

Taxable selling price 0.00

Excise tax: state

Less than \$525,000.01 at 1.1% 0.00

From \$525,000.01 to \$1,525,000 at 1.28% 0.00

From \$1,525,000.01 to \$3,025,000 at 2.75% 0.00

Above \$3,025,000 at 3% 0.00

Agricultural and timberland at 1.28% 0.00

Total excise tax: state 0.00

0.0050 Local 0.00

\*Delinquent interest: state 0.00

Local 0.00

\*Delinquent penalty 0.00

Subtotal 0.00

\*State technology fee 5.00

Affidavit processing fee 5.00

Total due 10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX \*SEE INSTRUCTIONS

This land: does does not qualify for continuance.

Deputy assessor signature Date

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature Signature

Print name Print name

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent

Signature of grantee or agent

Name (print) Cassandra Pittman

Name (print)

Date & city of signing 9/10/24 Tumwater

Date & city of signing

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

TO: City Council  
 FROM: Brittaney McClanahan, Executive Assistant  
 DATE: October 15, 2024  
 SUBJECT: Reappointment of Grace Edwards to the Planning Commission and Rob Paylor, Don Trosper and David Nicandri to the Historic Preservation Commission.

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1) Recommended Action:

Approve Mayor Sullivan’s reappointment of Grace Edwards to the Planning Commission and Rob Paylor, Don Trosper and David Nicandri to the Historic Preservation Commission.

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2) Background:

Grace Edwards has volunteered to serve an additional 4-year term on the Planning Commission. Upon Council confirmation, Grace’s term will expire November 1, 2028. Rob Paylor, Don Trosper and David Nicandri have volunteered to serve an additional 3-year term on the Historic Preservation Commission. Upon Council confirmation, Rob, Don, and David’s terms will expire October 31, 2027.

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3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engage residents, and living connection to its history.

We Believe in PEOPLE:

Partnership | We work collaboratively with residents, businesses, and community organizations.

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4) Alternatives:

- Confirm some of the reappointments
  - Do not confirm the reappointments
- 

5) Fiscal Notes:

There is no fiscal impact associated with this report.

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6) Attachments:

- A. Applications and supplemental information.



# APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name: Grace Anne Edwards

Address: [REDACTED]

Telephone: \_\_\_\_\_ (Home) [REDACTED] \_\_\_\_\_ (Cell)

\_\_\_\_\_ (Work)

Date: 4/5/2019 Email: [REDACTED]

<u>BOARD, COMMITTEE OR COMMISSION</u>	<u>PREFERENCE NUMBER:</u>
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	8 _____
<u>Board of Parks and Recreation Commissioners:</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	7 _____
<u>Civil Service Commission:</u> Three members; Mayoral appointment; six-year terms; active	6 _____

Crime Stoppers:

One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active

5

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Historic Preservation Commission:

Seven members; Mayoral appointment with Council confirmation; three-year terms; active

2

---

Planning Commission:

Nine members; Mayoral appointment with Council confirmation; four-year terms; active

1

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Thurston Community Television:

One citizen representative; Mayoral appointment; three-year terms; active

3

---

Tree Board:

Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active

4

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## Grace Anne Edwards

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### EDUCATION

**Bachelors of Arts in Political Science, Western Washington University, 2013**  
**Concentration: American Politics; Minor: Latin**

### CERTIFICATES

**Lean Six Sigma Green Belt, The University of Washington Tacoma, November 2018**  
**Project Coordinator, South Puget Sound Community College, August 2020**

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### EMPLOYMENT HISTORY

#### **Project Manager, Washington State Department of Health March 2021 to Present**

- Engage stakeholders to ensure project is defined, authorized, funded, and properly prioritized within the agency's portfolio of projects. Work with project team, executive sponsor and stakeholders to develop detailed project management plans; gain approval from the executive sponsor and other key decision makers. May interface with external stakeholders as part of this work.
- Lead and facilitate project teams conducting the work. This includes managing project plans, project budgets, resources including vendors, project communications (internal and external), organizational change management, risk and issue management, and administering the project meeting and reporting functions as necessary.
- Closely monitor and manage projects to ensure they remain on time and on budget, risks are properly mitigated, issues are resolved effectively, and changes are conducted according to the appropriate project change management methods.
- Closing projects and reporting final results to internal and external partners, decision-makers and stakeholders.
- Provide project management advice and consultation within DOH
- Ensuring all stakeholders are appropriately involved, engaged, and aligned throughout the project life cycle.
- Maintaining and administering the PMO SharePoint site and other communications channels as approved by the PMO Manager.
- Providing training and educational opportunities to increase the project management capacity of agency staff.

#### **Management Analyst 3, Strengthening Families Washington Program, Department of Children Youth and Families, February 2020- March 2021**

- Managed and performed analyses of financial and programmatic progress and service delivery of direct service contracts for accountability, planning, reporting, and communications.
- Prepared ongoing and ad hoc reports to supervisor, team members, partners and funders.
- Administered (Business Owner) the web-based application for contractor reporting, called the Prevention Services Reporting System (PSRS).
- Organized training, and leading the development and implementation of the PSRS, the web-based application for contractor reporting.
- Managed, organized, and communicated for interagency coordination across HVSA partnership organizations.
- Developed and implemented organizational and communications tools and messaging to support coordination.
- Planned statewide meetings in partnership with internal and external partners, including organizing work groups, logistics and materials development.
- Provided technical and content expertise for webinars, remote meetings, and in person trainings.

- Coordinated procurement, contract development, invoicing functions, and deliverables tracking for the DCYF Community Prevention Services Contracting Team.
- Gathered documents and data and prepared materials to support state and federal monitoring and audits.

**Administrative Assistant 4, Project Management Office, Department of Retirement Systems, June 2018- February 2020**

- Assisted team members with requests for office equipment, technology support and other business tools. This included developing cost estimates and coordinating purchases as needed.
- Processed invoices and prepared financial analysis.
- Assisted in providing communication to team members and stakeholders.
- Had full delegated responsibility for managing and overseeing the tracking, analysis, and reporting of project data and measures. Monitored projects for compliance with administrative standards, procedures, and framework.
- Had full delegated authority to manage the agency's project central SharePoint site to ensure complete and accurate agency-wide project report.
- Coordinated administrative standards and procedures for agency projects.
- Assisted with the development and update of the project management framework.
- Created, updated and maintained project templates.
- Created new project sites.
- Assisted project managers and project team members with completing required project documents including project charters, status updates, budget monitoring, risk/issue logs, communication plans, etc.
- Tracked and reported out on project resources across the agency and projects.

**Program Assistant, Facilities Oversight Program, Office of Financial Management, April 2017- June 2018**

- Transmitted decision memos and modified pre-design materials to key stakeholders, including the Department of Enterprise Services, legislative staff, affected agencies, and others as needed.
- Produced reports from the program's database, such as modified pre-design reports, to facilitate timely responses.
- Sent emails regarding assignments, such as project outcomes.
- Assisted staff with requests for office equipment, technology support and other business tools. This included developing cost estimates and coordinating purchases as needed.
- Maintained the Facilities Oversight SharePoint site.
- Maintained the OFM Facilities Oversight website.
- Provided basic administrative support to visitors of the mobile work center as needed such as assisting users in setting up Wi-Fi connections and printing on an occasional basis.
- Assisted in providing communication to stakeholders on Facilities Oversight activities such as FIS and Six Year Plan.
- Documented internal business processes in a facilities oversight manual.
- Served as the first point of contact for agency questions regarding the FPMT system. This included assisting agencies with general use and troubleshooting of FPMT system.
- Developed and updated user management materials for the FPMT system in collaboration with the Facilities Inventory System Administrator and the state's vendor.
- Coordinated stakeholder review of user management tools with FPMT system users.
- Coordinated and conducted stakeholder training for new users and for FPMT system updates.
- Developed training videos for use of the FPMT system.
- Maintained internal business process tools such as procedures and forms.
- Updated and maintained the modified pre-design and lease approval (MPD) Microsoft Access database, which included a record of each request submitted to OFM, their status, and their disposition.

- Created reports and consulted with management and staff to evaluate the effectiveness of these activities. Made recommendation related to potential improvements on an as needed basis.
- Served as point of contact for Work Pattern Assessment Surveys.
- Supported MOD WA by giving users access when requested by the Statewide Workplace Strategist.
- Coordinated reoccurring and special events such as the State Agency Facilities Oversight Stakeholder Forum, agency training opportunities, webinars /audio conferences, and similar forums by: obtaining venues, preparing agendas, coordinating conference lines, web-ex, or related tools, preparing and providing notifications to participants and coordinating logistics.

**Session Legislative Aide, Senator Jim Honeyford, January 2017- April 2017**

- Same duties as the position below.

**Executive Assistant, Washington State Senator Linda Evans Parlette, November 2014-January 2017**

- Organized and analyzed the follow of administrative, policy, or issue information.
- Established and maintained cordial and effective working relationships with co-workers, legislators, executive agency personnel, interest group representatives, constituents, and the public.
- Gathered, organized, reviewed and analyzed data on pertinent policy issues, administrative matters or other questions of current interest.
- Explored possible solutions to problems, defined options, and suggested or recommended the best course of action.
- Involved in the hiring process of Legislative Assistant and Intern.
- Responsible for the day to day supervision and direction of Legislative Assistant and Intern.
- Performed special projects and followed through to completion as directed by the Senator.
- Read, sorted and prioritized all mail; answered correspondence or prepared response by the Senator based on own judgement and discretion.
- Planed, coordinated and supervised the performance of office activities and the provision of administrative services.
- Obligated the Senator's time according to knowledge of priorities.
- Responded to inquires posed by Members and or/ their constituents, interest group representatives, and executive agencies, within guidelines provided by the Senator using own judgement and discretion.
- Performed other duties as required.

**From:** [Grace Edwards](#)  
**To:** [Hanna Miles](#)  
**Subject:** Interest in Advisory Boards, Commissions, and Committees  
**Date:** Monday, April 5, 2021 7:32:25 PM  
**Attachments:** [AdvisoryBoardApplicationFi.pdf](#)  
[Grace Anne Edwards Resume .pdf](#)

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Good Evening,

I noticed on your website that there was an opening on the Tumwater Planning Commission and I was hoping to apply. Please find attached my resume and Advisory Board application. In addition to my work history I have served on the Thurston County Historic Commission and Thurston County Fair Board for over a year.

Please let me know if you have any questions or need anything else.

Thanks!

Grace Edwards

## Hanna Miles

---

**From:** Pete Kmet  
**Sent:** Saturday, November 20, 2021 9:42 AM  
**To:** [REDACTED]  
**Cc:** Hanna Miles; Brad Medrud; Debbie Sullivan  
**Subject:** Appointment to Planning Commission

Hi Grace. Thank you for taking the time to interview with us (again). With consensus from the interview panel, I have decided to recommend your appointment to Tumwater's Planning Commission.

That appointment will be on the Council's agenda for their concurrence at their Dec 7th meeting. I expect they will approve of your appointment. You are welcome to join us that evening (via Zoom) if you wish to introduce yourself to the Council. Let me know and I'll have Hanna send a Zoom link to you.

Once you are appointed, Brad Medrud will contact you to provide you with an orientation.

Feel free to contact me if you have any questions.

Congratulations! I think you will be a great addition to the Planning Commission!

Pete

Pete Kmet, Mayor  
City of Tumwater  
360 754 4120  
pkmet@ci.tumwater.wa.us

# Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: Rob Paylor

Address: [Redacted]  
Tumwater, 98501

Telephone: (Home) \_\_\_\_\_ (Mobile) [Redacted]  
(Work) \_\_\_\_\_

Date: 15 May 24 Email: [Redacted]

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

Board, Committee, or Commission	Preference Number
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	_____
<u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____
<u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active	_____
<u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____ <u>1</u> _____
<u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active	_____
<u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active	_____
<u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____ <u>2</u> _____



**Rob Paylor**

[REDACTED]  
Tumwater, WA 98501  
[REDACTED]

15 May 2024

**Honorable Debbie Sullivan, Mayor**

City of Tumwater  
555 Israel Road  
Tumwater, WA 98501

Dear Mayor Sullivan:

I read today in the city's "Tumwater on Tap" newsletter that there were several positions available on various city commissions and advisory boards. I write today to express my interest in serving on Tumwater's Historic Preservation Commission.

I moved to Tumwater early last year from Hoquiam, where I was an owner of a 1924 building that sat in the city's Historic Preservation District. In applying for permits to solve persistent leaks throughout our 100 year old stucco-clad building, I was asked to present my plan to the Historic Preservation Committee. Because my plan at the time required "significant alteration" to the aesthetic look of the exterior of the building, my permit application was denied. Don't get me wrong, I loved the way the building looked, but I also was a small business owner without an unlimited budget, and the leaks had to be stopped. Interested in finding a balance between historical accuracy (my best quote to repair the stucco was \$100k) and financial solvency (one option was hideous metal siding for \$30k) I applied to join the committee.

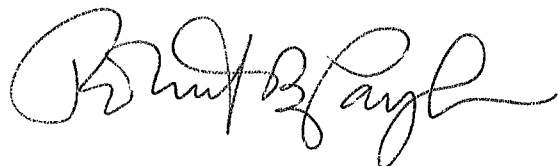
I was appointed to serve in 2019, and have enjoyed the last five years helping to shape what Hoquiam will look like in years to come. I'd like to think my votes in committee have reflected my passion for Hoquiam's history and historical buildings, with a nod to the financial constraints of small business owners. I'm very proud of a project that is currently restoring a 1920's era fraternal lodge in Hoquiam that our commission worked with to take full advantage of the special valuation incentives offered. I also just finished restoring a 1910 Foursquare in Hoquiam that I will now go through the special valuation process on.

On a personal note, I moved to Tumwater to live with my then-girlfriend early last year, who I proposed to in Brewery Park last April. We were married at our family's Thanksgiving celebration last November in the 1924 Hoquiam building that housed my brewery and restaurant. I sold my interest in the brewery this year, and have focused on growing my latest venture, a home repair and handyman business based in Tumwater. Together, Erin and I have 6 kids; Robbie 20, Audrey 17, Evy 12, Kai 10, and twins Scout and Sloan are 9.

Since moving to Tumwater I have enjoyed diving into our area's history. I toured Olympia's Bigelow house shortly after moving here, joined the historical society, and started volunteering with the crew that maintains the grounds there. I frequently attend the monthly historical talks given at the Schmidt House and have enjoyed those (and the house itself!) greatly. I often find myself chaperoning field trips or volunteering in the classroom at Peter G Schmidt elementary as well.

My family has led by example for generations, demonstrating to each successive generation that volunteering and giving back to the community that you live in is an important part of living there. I'd be thrilled with the opportunity to give back to my new community, with a seat on the Historical Preservation Committee.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Paylor". The signature is written in a cursive, flowing style with a large initial "R".

**Rob Paylor**

# APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below, with a short paragraph describing the make-up and the intent of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. A resume included with this application would also demonstrate your current qualifications and interests. Thank you!

Name: Don Trospen

Address: [REDACTED]

Olympia, WA 98512

Date: 11-30-99

Telephone: [REDACTED] (Home)

[REDACTED] (Work)

BOARD, COMMITTEE OR COMMISSION:

PREFERENCE NUMBER:

Planning Commission:

Nine members, mayoral appointment, with Council confirmation, six year terms; active

\_\_\_\_\_

Civil Service Commission:

Three members, mayoral appointment, six year terms; active

\_\_\_\_\_

Tree Board

Five to seven members, mayoral appointment, with Council confirmation, for four-year terms; active

\_\_\_\_\_

Board of Parks Commissioners:

Five members, mayoral appointment with Council confirmation, three year terms; active

\_\_\_\_\_

Historic Preservation Commission:

Seven member, mayoral appointment with Council confirmation, three year terms; active

\_\_\_\_\_

Tumwater Human Services Review Committee:

One citizen member, mayoral appointment, indefinite terms; active

\_\_\_\_\_

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Tumwater Library Board of Trustees:

Five members, mayoral appointment with Council confirmation, five year terms; active

Building Board of Appeals / Building Code  
Advisory Committee

Seven members, mayoral appointment

Crimestoppers

One City of Tumwater representative to a regional program

**Resume for:****Don Trosper**

Donald W. Trosper

[REDACTED]  
[REDACTED]  
Olympia, WA 98512  
[REDACTED]

---

**Current Position & Duties: (as of Nov. 1999)**

- \* **Operations Manager, KVSN Christian Radio, 1340 AM, Tumwater**
  - Oversight of on-air operations of 1000 watt daytime station (12 years)
  - Morning Drive Time host of "Morning Vision", Christian Music/News/features and interviews from 6:30 - 9:15 a.m. weekdays (11 years)
  - Writer & layout for station's monthly newsletter "Lightpoint" using Microsoft Publisher ( 3 years )
  - Liaison/Public Relations with local churches & pastors (over 80 evangelical churches in the 3-City area)
  
- \* **Other KVSN experience since 1987**
  - Advertising Consultant (commercial sales) part time ( 8 years )
  - Copy writer and production of commercial and promotional spots (12 years)
  - Office management of station ( 6-7 years)
  - Produced radio series of history features on Tumwater for it's Sesquicentennial (based on my Tumwater history book series for local historical association)
  - Publicity & Promotions Director (3 months)
  - Traffic manager (12 years)
  - Music & acting Program Director (12 years)

**Previous radio background**

- 1972 to 75 U.S. Army broadcaster for AFN Europe (Frankfurt, Germany)
- 1975 part time DJ at KGY, Olympia (1240 AM, Dick Pust P.D. 943-1240)
- 1976 6 months board operator at KITN 920 AM, Olympia (no longer on air)
- Got out of radio until KVSN went on the air 1987
- Have been with KVSN since that time (360-943-9834 office #)

### Other Experiences/Background

- Graduated Tumwater High School 1971 (3.2 gpa)
- (1972 -75) U.S.Army, Europe ... Broadcasting on Amer. Forces Network
- (1975 to 1987) Vice-President, Trospen Cement Products, Inc.  
Duties included: concrete manufacturing laborer, single -axis truck driving, office management, payroll/accts. receivable/billing, employee supervision, retail sales to customers, fork lift operation, etc.
- Ran 3 times for political office (one win, two losses) Thurs. County Freeholder in 1978, candidate for State Representative in 1980 (Dist 22.) and 1982 (Dist. 20).
- Session staff, State House of Representatives 1980 & 81 (Committee Clerk, Legislative Assistance, Bill Room Supervisor)
- President of the Tumwater Historical Association (2 years). (Currently Vice-President.)
- Member of Tumwater Chamber of Commerce (past board member of Tumwater Action Committee; predecessor to the Chamber)
- Author of History of Tumwater book series (4 volumes printed so far)
- Member of Tumwater Sesquicentennial Committee (1995)
- Tumwater Historian of the Year (1997)
- Secretary of the Board of Neighborhood Christian Center in Tumwater
- Have spoken before many groups about Tumwater history over past 15-20 years

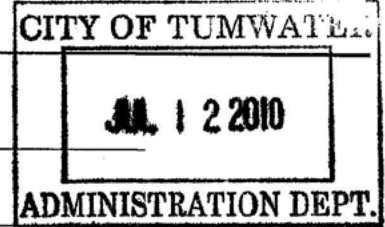
**\*\* References or more information available on request \*\***

for Donna

City of Tum

# APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests. Thank you!



Name: DAVID L. NICANDRI

Address:



TUMWATER, WA 98512

Telephone:



(Home)

(Cell)



(Work)

Date:

7/10/10

Email:



BOARD, COMMITTEE OR COMMISSION

PREFERENCE NUMBER:

Barnes Lake Management District Steering Committee  
Nine members; Mayoral appointment; two-year terms; active

\_\_\_\_\_

Board of Park Commissioners:  
Seven members; Mayoral appointment with Council confirmation; three-year terms; active

\_\_\_\_\_

Building Board of Appeals / Building Code Advisory Committee:  
Seven members; Mayoral appointment; two-year terms

\_\_\_\_\_

Civil Service Commission:  
Three members; Mayoral appointment; six-year terms; active

\_\_\_\_\_

7/10/10

Dear Pete:

Thanks for asking me to consider joining the Timewater Historical Commission. This will be a homecoming of sorts, having served on the Commission in the 1970's. I've been looking for a way to re-engage in civic life in Timewater and this is a good way to do it.

Sincerely,

Dave Wendler



TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: October 15, 2024  
SUBJECT: Medic One Advanced Life Support Contract Amendments

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1) Recommended Actions:

1. Authorize the Mayor to sign the Intergovernmental EMS Contract Amendment No. 3 with Thurston County Medic One.
2. Authorize the Mayor to sign the Intergovernmental EMS Contract Amendment No. 4 with Thurston County Medic One.
3. Authorize the Mayor to sign the Intergovernmental EMS Contract Amendment No. 5 with Thurston County Medic One.

The City Council was briefed on the proposed amendments at the October 8, 2024, City Council Work Session and asked that the items be placed under consideration for action at the October 15, 2024 City Council meeting.

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2) Background:

Thurston County Medic One currently supports seven Advanced Life Support (Paramedic) units in the county. Two of those units (Medic 5 and Medic 14) are currently staffed by Tumwater personnel under a contract with Medic One. The county has determined that an additional medic unit is needed in the county to meet growing service demands. Analysis previously reviewed with Council showed that the preferred location for the new unit is Station T2 in Tumwater. The City and Medic One have met and agreed upon a proposed framework to implement the new unit through amendments to the existing Advanced Life Support Contract which expires at the end of 2025.

---

3) Policy Support:

Provide and Sustain Quality Public Safety Services

- Ensure timely, efficient, and effective public safety response in our community.
- Explore and implement partnerships to improve efficiency and service delivery.

4) Alternatives:

Do not approve amendments

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5) Fiscal Notes:

These amendments address startup and implementation costs for the new medic unit. The funding formula for the new medic unit parallels that for Medic 5. Medic One reimburses 80% of salaries, benefits, and equipment for personnel. The contract also provides for

support of overtime costs and administrative support. Through these amendments, Medic One will also support a portion of costs incurred by the City for Station T2 improvements and potential employee accommodations during the remodel. The current Advanced Life Support Intergovernmental Agreement with Medic One expires at the end of 2025 and negotiations on a successor agreement will begin in the first quarter of 2025.

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- 6) Attachments:
- A. ALS Contract Amendment No. 3
  - B. ALS Contract Amendment No. 4
  - C. ALS Contract Amendment No. 5

INTERGOVERNMENTAL EMS CONTRACT  
Advanced Life Support (ALS) Funding  
Amendment No. 3

**THIS Third Amendment** is made and entered into in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2024, 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".

- A. The County and the Agency entered into an Intergovernmental EMS Contract on January 1, 2023, amended by First Amendment dated November 21, 2023 and Second Amendment dated July 3, 2024 (collectively the "Contract").
- B. Section XIX of the Contract provided that any modifications of the Contract be in writing and signed by both parties.
- C. The County and Agency desire to amend the Contract to provide for clarification of the financial responsibilities of paramedic onboarding associated with the creation of an ALS Academy in Thurston County.

**Now**, therefore, in consideration of the mutual benefits and covenants contained herein, the parties agree to the following terms and conditions:

1. ALS Academy

Section IV, "Compensation and Method of Payment," of the Contract is amended to add a new subsection W as follows:

W.

ALS Academy:

Starting January 1, 2025, the COUNTY agrees to provide coordination with AGENCY personnel and instructors/evaluators regarding lesson planning, content creation (when necessary), scheduling, written exam creation and identification of a physical location for two six-week ALS Academies per year.

The ALS Academies shall be staffed with a combination of AGENCY personnel, COUNTY personnel, and subject matter experts. The AGENCY agrees to provide MPD-approved paramedic instructors and evaluators necessary for ALS Academies. The County shall provide the Agency no less than 30 days advance notice of the number of instructors and evaluators that are necessary for each Academy. AGENCY personnel costs shall be eligible for 100% reimbursement, up to an aggregate maximum of \$40,000 per ALS Academy.

All participants in the ALS Academy shall be employees of the AGENCY and shall be certified and meet the requirements described in Exhibit A, Section II.A.1. on commencement of the ALS Academy. The COUNTY shall affiliate all ALS Academy attendees with Thurston County prior to the commencement of the ALS Academy.

The COUNTY agrees to pay the salaries and benefits described in Section IV of this Agreement throughout the entirety of the ALS Academy. Paramedics shall receive written notification that the ALS Academy is a condition of employment by the AGENCY when granted a conditional offer. This condition of employment shall be submitted to the

COUNTY prior to reimbursement to the AGENCY for the ALS Academy and associated salaries and benefits of paramedic participants. Should an attendee be terminated prior to the successful completion of the ALS Academy, the COUNTY shall cease reimbursement on the final day of ALS Academy attendance.

Successful completion of the ALS Academy shall be determined by the MPD for Thurston County and in partnership between the COUNTY and the AGENCY.

Fire Academy: Upon successful completion of the ALS Academy, the COUNTY shall continue to reimburse salaries and benefits listed in Section IV until the commencement of the attendee's fire academy, should fire academy be necessary. The AGENCY shall not be reimbursed for a paramedic's salaries and benefits during the time they are enrolled in fire academy. This period shall be defined from the first day of fire academy until the first day that the paramedic returns to the AGENCY's paramedic staffing configuration following completion of the fire academy.

2. Full Force and Effect

All other terms and conditions of the Contract not modified by the Amendment shall remain in full force and effect.

Dated the effective date set forth above.

CITY OF TUMWATER

BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Director, Ben Miller-Todd  
THURSTON COUNTY EMERGENCY SERVICES

ATTEST:

\_\_\_\_\_  
Melody Valiant  
CLERK CITY OF TUMWATER

APPROVED AS TO FORM:

JON TUNHEIM  
PROSECUTING ATTORNEY

\_\_\_\_\_  
By: Karen Kirkpatrick, City Attorney

\_\_\_\_\_  
By: Seth Dickey, Deputy Prosecuting Attorney

INTERGOVERNMENTAL EMS CONTRACT  
Advanced Life Support (ALS) Funding  
Amendment No. 4

**THIS Fourth Amendment** is made and entered into in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2024, 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".

- A. The County and the Agency entered into an Intergovernmental EMS Contract on January 1, 2023, amended by First Amendment dated November 21, 2023, and Second Amendment dated July 3, 2024, and third amendment dated \_\_\_\_\_ (collectively the "Contract").
- B. Section XIX of the Contract provided that any modifications of the Contract be in writing and signed by both parties.
- C. The County and Agency desire to amend the Contract to provide support for the staffing of an eighth medic unit providing ALS services to Thurston County residents.

**Now**, therefore, in consideration of the mutual benefits and covenants contained herein, the parties agree to the following terms and conditions:

1. Reimbursement

Section IV, Compensation and Method of Payment, subsection B of the Contract is amended by replacing subsection B in its entirety to provide additional reimbursement as follows:

- B. The COUNTY shall reimburse the AGENCY in thirty-six (36) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs for the 9.5-medic dual paramedic staffed unit known as "Medic 5" and 89 percent (89%) of said costs for the 9.5-medic dual paramedic staffed unit known as "Medic 14." The COUNTY shall continuously pay the aforementioned percentages of the costs for the 9.5-medic dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

In addition, the AGENCY shall be reimbursed 80 percent (80%) of said costs for one (1) Medical Services Officer (MSO) that is currently a Thurston County certified paramedic. Said MSO shall not be counted when calculating the staffing allocation described herein. Reimbursement for this position shall be contingent on deliverables. The deliverables shall be developed jointly between the AGENCY and the COUNTY, approved by the Medic One Director, and reviewed annually. These deliverables shall be billable in quarterly installments following the quarter in which services were rendered. If deliverables within a quarter are met at 80% or greater, then full reimbursement shall be paid. If deliverables are met at 50%-79%, then 50% of the position value shall be paid. If deliverables are met at 49% or less, then 0% of the position shall be paid. For the purposes of paragraph IV(B) of this Contract cost of "paramedical services" shall be limited to the following:

1. SALARIES AND BENEFITS: The actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the

AGENCY for the paramedic and MSO personnel in accordance with the formulae listed above.

2. Overtime in an amount equivalent to six percent (6%) of projected annual base wages in accordance with the formulae listed above and excluding the MSO.

The following formula shall be utilized for the Medic 5 unit:

(Allotted Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment).

The following formula shall be utilized for the Medic 14 unit:

(Allotted Firefighter/Paramedic wage X 6% X 89%= Overtime Allotment).

3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and shall be reimbursed at 100%. The AGENCY shall submit to the COUNTY documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is either self-insured or is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY 80% of the payments received due to (or as a result of) disability claims that were previously billed to the COUNTY for this medic, whether received from a 3rd party payor or by self-insurance.

Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 3 consecutive shifts or less shall not be eligible for 100% Disability Overtime nor 100% Backfill. Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 4 consecutive shifts or greater as a result of an injury or illness are eligible for 100% Disability Overtime and 100% Backfill starting on the date of the initial shift the paramedic was off duty for the related illness or injury. The AGENCY shall submit available documentation or a signed attestation to the COUNTY in support of the disability reimbursement.

Protected Health Information shall not be shared and other privacy rights of the paramedic on disability shall not be violated. The COUNTY reserves the right to deny disability reimbursements for unsupported claims related to sick leave versus disability leave.

4. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this contract), special events (paragraph IV.E) or paramedic disability (paragraph IV.B.3) may be filled by any fully qualified personnel, at the discretion of the AGENCY. Reimbursement for said backfill may be requested by the AGENCY. In the case of backfill for paramedic disability, the eligible wage rate for reimbursement shall be limited to the amount equivalent to the paramedic personnel on disability who caused the vacancy.

5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association (VEBA) Trust for Public Employees in the Northwest, the COUNTY shall reimburse the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a monthly basis.

6. Between December 1, 2024 and December 31, 2024, the COUNTY shall reimburse the AGENCY for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs associated with paramedic staffing

of the unit known as "Medic 8." The COUNTY will reimburse no more than 4 positions that are filled as defined within this contract.

7. Overtime in an amount equivalent to six percent (6%) of projected annual base wages in accordance with the formulae listed above and excluding the MSO. The following formula shall be utilized for the Medic 5 and Medic 8 units: (Allotted Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment). The following formula shall be utilized for the Medic 14 unit: (Allotted Firefighter/Paramedic wage X 6% X 89%= Overtime Allotment).

2. Full Force and Effect

All other terms and conditions of the Contract not modified by the Amendment shall remain in full force and effect.

Dated the effective date set forth above.

CITY OF TUMWATER

BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Director, Ben Miller-Todd  
THURSTON COUNTY EMERGENCY SERVICES

ATTEST:

\_\_\_\_\_  
Melody Valiant  
CLERK CITY OF TUMWATER

APPROVED AS TO FORM:

JON TUNHEIM  
PROSECUTING ATTORNEY

\_\_\_\_\_  
By: Karen Kirkpatrick, City Attorney

\_\_\_\_\_  
By: Karen Horowitz, Deputy Prosecuting Attorney

INTERGOVERNMENTAL EMS CONTRACT  
Advanced Life Support (ALS) Funding  
Amendment No. 5

**THIS Fifth Amendment** is made and entered into in duplicate originals this 1<sup>st</sup> day of January, 2025, 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".

- A. The County and the Agency entered into an Intergovernmental EMS Contract on January 1, 2023, amended by First Amendment dated November 21, 2023, Second Amendment dated July 3, 2024, Third Amendment dated \_\_\_\_\_, and Fourth Amendment dated \_\_\_\_\_. (collectively the "Contract").
- B. Section XIX of the Contract provided that any modifications of the Contract be in writing and signed by both parties.
- C. The County and Agency desire to amend the Contract to provide for one time capital reimbursements and the continued support of an eighth-medical unit in support of ALS services provided to Thurston County residents.

**Now**, therefore, in consideration of the mutual benefits and covenants contained herein, the parties agree to the following terms and conditions:

1. Medic 8 Reimbursement

Section IV, "Compensation and Method of Payment" subsection B of the Contract is replaced in its entirety as follows:

B. The COUNTY shall reimburse the AGENCY in thirty-six (36) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs for the 9.5-medical dual paramedic staffed unit known as "Medic 5" and 89 percent (89%) of said costs for the 9.5-medical dual paramedic staffed unit known as "Medic 14." The COUNTY shall continuously pay the aforementioned percentages of the costs for the 9.5-medical dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

Starting January 1, 2025, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs up to 9.5-medical dual paramedic staffed unit known as "Medic 8." The COUNTY will reimburse solely those positions that are filled as defined within this contract. Once the paramedic unit becomes fully integrated into the countywide 911 dispatching configuration and is staffed continuously 24 hours per day, the COUNTY shall continuously pay the aforementioned percentages of the costs for the 9.5-medical dual paramedic staffed units, regardless of whether the position is currently occupied. Any qualifying, unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate. For the sole purposes of the establishment of Medic 8, the stipulations regarding salaries and benefits as agreed upon in Amendment 3, regarding Fire Academy, shall be waived for the AGENCY'S ability to seek reimbursement. This waiver, however, shall not be used to



define precedence for any future negotiations, and is limited to the \$475,000 reimbursement threshold in Section IV, Subsection W.

In addition, the AGENCY shall be reimbursed 80 percent (80%) of said costs for one (1) Medical Services Officer (MSO) that is currently a Thurston County certified paramedic. Said MSO shall not be counted when calculating the staffing allocation described herein. Reimbursement for this position shall be contingent on deliverables. The deliverables shall be developed jointly between the AGENCY and the COUNTY, approved by the Medic One Director, and reviewed annually. These deliverables shall be billable in quarterly installments following the quarter in which services were rendered. If deliverables within a quarter are met at 80% or greater, then full reimbursement shall be paid. If deliverables are met at 50%-79%, then 50% of the position value shall be paid. If deliverables are met at 49% or less, then 0% of the position shall be paid. For the purposes of paragraph IV(B) of this Contract cost of "paramedical services" shall be limited to the following:

1. SALARIES AND BENEFITS: The actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY for the paramedic and MSO personnel in accordance with the formulae listed above.
2. Overtime in an amount equivalent to six percent (6%) of projected annual base wages in accordance with the formulae listed above and excluding the MSO. The following formula shall be utilized for the Medic 5 and Medic 8 units:  
(Allotted Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment).  
The following formula shall be utilized for the Medic 14 unit:  
(Allotted Firefighter/Paramedic wage X 6% X 89%= Overtime Allotment).
3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and shall be reimbursed at 100%. The AGENCY shall submit to the COUNTY documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is either self-insured or is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY 80% of the payments received due to (or as a result of) disability claims that were previously billed to the COUNTY for this medic, whether received from a 3rd party payor or by self-insurance.

Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 3 consecutive shifts or less shall not be eligible for 100% Disability Overtime nor 100% Backfill. Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 4 consecutive shifts or greater as a result of an injury or illness are eligible for 100% Disability Overtime and 100% Backfill starting on the date of the initial shift the paramedic was off duty for the related illness or injury. The

AGENCY shall submit available documentation or a signed attestation to the COUNTY in support of the disability reimbursement. Protected Health Information shall not be shared and other privacy rights of the paramedic on disability shall not be violated. The COUNTY reserves the right to deny disability reimbursements for unsupported claims related to sick leave versus disability leave.

4. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this contract), special events (paragraph IV.E) or paramedic disability (paragraph IV.B.3) may be filled by any fully qualified personnel, at the discretion of the AGENCY. Reimbursement for said backfill may be requested by the AGENCY. In the case of backfill for paramedic disability, the eligible wage rate for reimbursement shall be limited to the amount equivalent to the paramedic personnel on disability who caused the vacancy.
5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association (VEBA) Trust for Public Employees in the Northwest, the COUNTY shall reimburse the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a monthly basis.

Between December 1, 2024 and December 31, 2024, the COUNTY shall reimburse the AGENCY for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs associated with paramedic staffing of the unit known as "Medic 8." The COUNTY will reimburse no more than 4 positions that are filled as defined within this contract.

7. Overtime in an amount equivalent to six percent (6%) of projected annual base wages in accordance with the formulae listed above and excluding the MSO. The following formula shall be utilized for the Medic 5 and Medic 8 units: (Allotted Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment). The following formula shall be utilized for the Medic 14 unit: (Allotted Firefighter/Paramedic wage X 6% X 89%= Overtime Allotment).

## 2. Management Reimbursement

Section IV, "Compensation and Method of Payment," subsection R of the Contract is amended by replacing subsection R in its entirety to include an annual reimbursement for Medic 8 as follows:

R. The COUNTY shall provide the AGENCY one annual reimbursement of \$20,000.00 per frontline paramedic unit to offset costs associated with managing the Medic 5 and Medic 14 paramedic units in the Medic 5 and Medic 14 paramedic zones. The total annual reimbursement shall be \$40,000. Starting January 1, 2025, the

AGENCY shall be eligible for an additional \$20,000 associated with Medic 8 for a total annual reimbursement of \$60,000..

3. Start Up Costs

Section IV, "Compensation and Method of Payment," of the Contract is amended to include a new subsection X as follows:

X. STARTUP COSTS

The COUNTY shall reimburse up to \$475,000 for costs associated with the establishment and deployment of Medic Unit 8. Eligible costs for reimbursement may include temporary housing costs associated with the implementation of Medic Unit 8, items specifically identified within the contract, improvements to the facility in which Medic Unit 8 will be situated, and other costs which the AGENCY identifies as reasonable and necessary for establishing and deploying Medic Unit 8. For the sole purpose of the establishment of Medic Unit 8, the stipulations limiting the ability of the AGENCY to request reimbursement for salaries and benefits as agreed upon in Amendment 3, regarding Fire Academy, shall be waived for the use of these funds. All reasonable requests for reimbursement related to the establishment and deployment of Medic Unit 8 will be approved.

The establishment of this reimbursement threshold and process shall not create any precedent for any future negotiations; it may not be referenced or cited to support any future reimbursement process, or for any other reason; it does not create any past practice and is intended to be a singular occurrence.

The AGENCY agrees to comply with applicable procurement laws in the process of contracting for the goods and services which it will request reimbursement for. The AGENCY may not seek reimbursement for anything that is reimbursed or paid for by any other entity, fund, or grant; in effect, only costs which are fully borne by the AGENCY are eligible for reimbursement. Likewise, the AGENCY shall not seek reimbursement for any cost which is eligible for reimbursement through another process contained in this Agreement.

As consideration for reimbursements, the AGENCY shall be obligated to establish a new Medic Unit 8, which is capable of performing services twenty-four hours per day, seven days per week, as defined within this Agreement, starting no later than January 1, 2026. If establishment and deployment of Medic Unit 8 is delayed for any reason, the County and the Agency will cooperate in evaluating the timeline and the issues causing delay and determine an appropriate new timeline given the issues. If the AGENCY and the COUNTY do not reach an agreement regarding an appropriate new timeline, the COUNTY and the AGENCY will agree to mediation regarding an appropriate new timeline, or if no new timeline can be established, the degree to which funds provided to the AGENCY under this section must be repaid to the COUNTY.

After the initial reimbursement of \$475,000, the COUNTY shall not be responsible for any future building improvement costs associated with Medic Unit 8. Responsibility for any structural modifications or facility enhancements that may arise in the future shall be the responsibility of the AGENCY. This does not include or limit negotiations for lease payments related to the residential space for Medic Unit 8

#### 4. Services

Exhibit A, "Services," sections I and II are amended as follows:

##### I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 5" and "Medic 14." The normal paramedic service area will be the areas known as the "Medic 5 Tumwater Headquarters" zone and "Medic 14" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 5 (Station T-1) and Medic 14 (Station 1-1) zones. The COUNTY is required to notify the AGENCY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system and Medic Units will be considered a COUNTY resource for response and coordination purposes.

Once the paramedic unit becomes fully integrated into the countywide 911 dispatching configuration and is staffed continuously 24 hours per day as determined by the Agency, the following services shall be provided within Thurston County during the term of this Contract. The additional unit will be known as "Medic 8." The normal paramedic service area will be the area known as the "Medic 8 Tumwater Station 2" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within this zone and providing service with the described paramedic unit within the Medic 8 (Station T-2) zones. The COUNTY is required to notify the AGENCY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system and Medic Units will be considered a COUNTY resource for response and coordination purposes.

##### II. SERVICES

A. The AGENCY shall provide four (4) Thurston County approved and Washington State certified "Physician's Trained Advanced Emergency Medical Technician and Paramedic" to staff two (2) ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day seven (7) days a week except as provided in Section IV(U) of the AGREEMENT. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.

The AGENCY shall notify the COUNTY in writing when "Medic 8" becomes fully functional and located in the service area defined in Section I. The AGENCY shall provide six (6) Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedic" to staff three (3) ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day seven (7) days a week except as provided in Section IV(U) of the AGREEMENT. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.

- 1. The requirements for a "Physician's Trained Advanced Emergency Medical Technician and Paramedic" or "Paramedic" are defined under RCW 18.71.205 and Chapter 246-976 WAC.
- 2. The requirements for an equipped ambulance are defined under Chapter 18.73 RCW and Chapter 246-976 WAC.
- 3. The authority of the State designated Medical Program Director is defined under Chapter 246-976 WAC.

5. Full Force and Effect

All other terms and conditions of the Contract not modified by the Amendment shall remain in full force and effect.

Dated the effective date set forth above.

CITY OF TUMWATER

BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Director, Ben Miller-Todd  
THURSTON COUNTY EMERGENCY SERVICES

ATTEST:

\_\_\_\_\_  
Melody Valiant  
CLERK CITY OF TUMWATER

APPROVED AS TO FORM:

JON TUNHEIM  
PROSECUTING ATTORNEY

\_\_\_\_\_  
By: Karen Kirkpatrick, City Attorney

\_\_\_\_\_  
By: Seth Dickey, Deputy Prosecuting Attorney

TO: City Council  
 FROM: Lisa Parks, City Administrator  
 DATE: October 15, 2024  
 SUBJECT: Deschutes Estuary Restoration Project Interlocal Agreement and Boardwalk and Related Infrastructure Agreement

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1) Recommended Action:

Approve and authorize the Mayor to sign the South Basin Boardwalk and Related Infrastructure Agreement between the City of Tumwater and the State of Washington Department of Enterprise Services.

Approve and authorize the Mayor to sign the Deschutes Estuary Restoration Project Interlocal Agreement.

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2) Background:

The Washington State Department of Enterprise Services (DES) will present information related to the final draft of an Interlocal Agreement between the State and area local governments, including the City of Tumwater, to address shared responsibilities for long-term sediment management in a restored Deschutes River Estuary. Below is an excerpt from the agreement describing the background for how this draft agreement came to be.

*“In 2018, the Washington State Department of Enterprise Services began a process to evaluate long-term management alternatives for Capital Lake. To evaluate the alternatives, DES used the Environmental Impact Statement (EIS) process. Through this process, DES carefully considered comprehensive technical analyses, evaluated benefits and costs of project alternatives, solicited feedback from key stakeholders, and reviewed public comments. In 2022, DES issued a final EIS identifying the Estuary Alternative as the preferred long-term plan. The Estuary Alternative involves removal of the 5<sup>th</sup> Avenue Dam, restoration of tidal flats and marsh habitat in the 260-acre basin, construction of physical assets such as a new 5<sup>th</sup> Avenue Bridge, and long-term management of sediment naturally transported into navigational areas of Budd Inlet.*

*Removal of the 5<sup>th</sup> Avenue Dam will also restore natural sediment transport processes. This will result in increased sediment accumulation in navigational areas of West Bay compared to existing conditions, similar to the sediment processes that existed prior to dam construction. Sediment accumulation, if unaddressed, will affect commercial and recreational uses in West Bay including the marinas and, to a lesser extent, the Port vessel berths.*

*At the direction of the Washington State Legislature, DES convened a Funding and Governance Work Group (FGWG) comprising the Parties to explore long-term funding and governance options. The Parties considered several funding and governance options for long-term management of the restored Deschutes Estuary and reached consensus as set forth in this Agreement.”*

The City of Tumwater has been participating in the FGWG process throughout the EIS process, and was a signatory to the Memorandum of Understanding that preceded this Interlocal Agreement. In the MOU, the City agreed to participate with our partners in managing the reintroduced sediment from the Deschutes River into Budd Inlet, and to take ownership and on-going maintenance responsibilities for recreation improvements proposed in the south basin portion of the project area which are to be developed within Tumwater's Historical Park. Some of the other participants in the MOU and this proposed ILA will also have ownership of new improvements within the overall project.

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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.

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4) Alternatives:

Do not approve either agreement.

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5) Fiscal Notes:

The ILA and South Basin Boardwalk Agreement will fiscally obligate the City in two ways. First, the City will take over ownership and maintenance of the recreation improvements within the South Basin area, including the new boardwalk, once construction of those improvements are completed. The costs associated with this in-kind contribution to the overall Deschutes Estuary Restoration project are not known at this time. However, the City is participating in the design of the project and is bringing thought and expertise to that process, ensuring maintenance activities and costs are considered in that design. Second, the City will be obligated to help to “...*fund and govern long-term Sediment Management in navigational areas of West Bay...*”. Estimated costs associated with projected sediment management are identified in Exhibit 4 of the ILA. Tumwater's total projected financial contribution over the term of this agreement (until 2050) is estimated to be \$7,673,000, to be paid in annual payments ranging from \$184,000 to \$507,000.

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6) Attachments:

- A. South Basin Boardwalk and Related Infrastructure Agreement
- B. Deschutes Estuary Restoration Project Interlocal Agreement



## ATTACHMENT 2

### South Basin Boardwalk and Related Infrastructure Agreement

State of Washington and City of Tumwater

This Boardwalk and Related Infrastructure Agreement (“Boardwalk Agreement”) is by and between the State of Washington (State) acting by and through the Department of Enterprise Services, (“DES”) and the City of Tumwater (“Tumwater”). DES and Tumwater shall be referred to herein using their defined names.

Capitalized terms not specifically defined in this Boardwalk Agreement shall have the meanings given to them in the ILA.

#### RECITALS

- A. In 2022, after approximately four years of study, DES issued a final Environmental Impact Statement (EIS) identifying the Estuary Alternative as the preferred long-term plan for management of the area of Capitol Lake. The Estuary Alternative involves removing the existing 5<sup>th</sup> Avenue Dam, restoring tidal flats and marsh habitat in the Capitol Lake basin, constructing and transferring physical assets to local entities, and long-term Sediment Management of navigational areas in the West Bay of Budd Inlet. The work described in the Estuary Alternative and the ILA is referred to as “the Project.”
- B. The ILA Parties, acting pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, have entered into an ILA dated *Date of Last Signature* governing Sediment Management.
- C. As recognized in the ILA, the State, acting through DES, shall fund, design, and construct estuary restoration and specific physical assets provided that DES will cooperate with each entity receiving a specific physical asset in accordance with subsidiary agreements between DES and the receiving entity.
- D. Among the physical assets to be constructed and transferred as part of the Project are new boardwalks, pathways, and related infrastructure (collectively “South Basin Boardwalks”) that will connect to and extend the existing trail system in Tumwater Historical Park that is owned and maintained by Tumwater.
- E. This Boardwalk Agreement is subsidiary to the ILA and sets forth the agreement between DES and Tumwater as to general principles related to the design, construction, and transfer of the South Basin Boardwalks.
- F. Tumwater and DES recognize that Project construction plans for the South Basin Boardwalks are in a preliminary, conceptual design phase, and this Boardwalk Agreement will be supplemented and/or superseded by a subsequent conveyance instrument,

consistent with the general principles set forth herein, providing details regarding the design, construction, transfer, and future operations of the South Basin Boardwalks and underlying real property.

### AGREEMENT

In consideration of the mutual promises, covenants, and conditions in this Boardwalk Agreement and in the ILA, DES and Tumwater agree as follows:

#### 1. Intent.

DES and Tumwater shall work together in good faith, with specific areas of responsibility as outlined in this Boardwalk Agreement, to design new boardwalks within the South Basin of Capitol Lake, adjacent to the Tumwater Historical Park, in accordance with design goals set forth in the June 2024 Basis of Design, and consistent with the City of Tumwater policies and regulations governing the use of City parks and facilities. The design goals were developed through coordination and consultation between DES and Tumwater at the onset of the design process.

#### 2. DES-Led Boardwalk Design and Community Involvement

- a. DES shall be responsible for the design of the South Basin Boardwalks.
- b. At minimum, design of the South Basin Boardwalks shall be consistent with the following:
  - i. Pedestrian facilities shall be enhanced from current conditions and shall include links to existing and planned boardwalks, pathways, and other infrastructure in Tumwater Historical Park.
  - ii. Recreational and viewing opportunities shall be enhanced and consistent with the overall Project goals.
  - iii. The location, design, materials, construction, and specifications for the South Basin Boardwalks shall meet or exceed all Tumwater requirements applicable to such facilities.
- c. DES shall be responsible for community involvement regarding the South Basin Boardwalk design and construction processes. The community engagement implemented by DES shall meet or exceed Tumwater's requirements regarding community involvement for similar facilities. The intent of community engagement is to incorporate input from the community into the South Basin Boardwalk design or layout, where appropriate. After community engagement activities regarding the South Basin Boardwalks are complete, DES shall report to Tumwater the primary themes and requests from the community and shall identify whether or not those requests meet the design goals as outlined in the June 2024 Basis of Design, and whether or not the requests can or should be incorporated into the boardwalk design.

### 3. Tumwater Coordination Responsibilities

Tumwater shall remain integrated into the South Basin Boardwalk design process in the following ways, at minimum:

- a. Participate in design meetings with DES, as needed and as may be requested by the City, throughout the design process so that feedback can be received in real time.
- b. Review the formal design deliverables concurrent to DES to ensure that the South Basin Boardwalk design is consistent with Tumwater design standards and long-term management and maintenance goals.

### 4. Boardwalk Funding and Construction

- a. DES shall be responsible for permitting and construction of the South Basin Boardwalks.
- b. DES shall be responsible for securing construction funding and overseeing design, permitting and construction of the Project, including the South Basin Boardwalks. For this reason, during the design process, DES shall have authority over decisions that materially impact Project costs but will incorporate input from the Tumwater given that all design decisions have a cost component that will impact not only construction but operation and maintenance costs and longevity.
- c. DES and Tumwater acknowledge that construction funding is not yet secured and will require significant investment from the State and federal governments. DES and Tumwater commit to jointly pursuing State and federal grant funding where appropriate.
- d. DES and Tumwater shall work together to determine the acceptable level of construction-related disruption in Tumwater Historical Park, and if needed, can receive input from the community regarding these impacts. DES shall take all reasonable actions to minimize impacts and disruption to Park operations and shall restore any Park facilities damaged by Project activities to a condition equal to or better than those existing prior to commencement of the Project.
- e. DES shall be the contracting party for and shall manage all contracts related to design and construction of the South Basin Boardwalks. Each DES contract for design and construction of the South Basin Boardwalks shall include a minimum of one-year warranty from the design professional or contractor that meets all DES and Tumwater contracting requirements and is consistent with similar Tumwater projects that can and will be transferred to Tumwater.

### 5. Boardwalk Turnover

Upon completion, DES shall transfer ownership of the South Basin Boardwalks to Tumwater, and Tumwater shall accept such transfer. Upon transfer, Tumwater shall have exclusive control of the South Basin Boardwalks, shall bear all maintenance costs and

responsibilities for the South Basin Boardwalks, and shall have all risk of loss related to the South Basin Boardwalks. The transfer will be accomplished by subsequent legal instrument acceptable to DES and to Tumwater consistent with this Boardwalk Agreement.

#### 6. Funding

As noted above, the following funding provisions shall apply:

- a. DES, and the State, shall provide all funding for the design and construction of the South Basin Boardwalks.
- b. After transfer of the South Basin Boardwalks, Tumwater shall provide all funding for operation and maintenance of the South Basin Boardwalks.
- c. DES and Tumwater shall each be responsible for their own overhead and internal costs related to carrying out their respective responsibilities under this Boardwalk Agreement.

#### 7. Termination

- a. This Boardwalk Agreement may be terminated by Tumwater at any time prior to the beginning of construction of the South Basin Boardwalks. After construction commences, Tumwater shall be obligated to accept transfer of the South Basin Boardwalks; provided, however, that upon transfer of the South Basin Boardwalks, Tumwater shall have exclusive control over the Boardwalks, up to and including the authority at its own expense to alter or remove the Boardwalks.
- b. Unless terminated earlier under subsection a, this agreement shall terminate upon completion of transfer to and acceptance by Tumwater of the South Basin Boardwalks and expiration of all warranties.

#### 8. Dispute Resolution

If a dispute arises between the parties with regards to the performance of any provision of this Agreement or the interpretation thereof, representatives of the parties shall meet to see if the matter can be informally resolved. This meeting shall occur promptly after the nature of the dispute is known to the parties involved.

If the parties are unable to resolve their differences through informal discussions, the parties will endeavor to settle the dispute by mediation. Mediation shall commence, unless otherwise agreed, within 30 days of a party's written request for mediation of a dispute. Any resolution at mediation shall be reduced to writing, and signed by the parties.

9. Administration

- a. This Agreement represents the entire agreement of the Parties with respect to the subject matter herein and may be amended or modified only by written agreement of the Parties.
- b. This Agreement is not intended to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement or any of its provisions.
- c. The failure to require cure of a breach of any provision of the Agreement shall not be deemed a waiver of any subsequent breach, whether of the same or different provision.
- d. Severability. If any portion of this Agreement is adjudged to be invalid by a court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

SIGNATURES

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Debbie Sullivan, Mayor Date  
 City of Tumwater

Approved as to Form:

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Karen Kirkpatrick, City Attorney Date

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Tara C. Smith, Director Date  
 Department of Enterprise

## DESCHUTES ESTUARY RESTORATION PROJECT

### INTERLOCAL AGREEMENT

THIS DESCHUTES ESTUARY RESTORATION PROJECT INTERLOCAL AGREEMENT ("Agreement") is entered into this **Date of Last Signature** by and among the Department of Enterprise Services (DES) acting on behalf of the State of Washington (State), the Squaxin Island Tribe (Tribe), the County of Thurston (County), the City of Olympia (Olympia), the City of Tumwater (Tumwater), the Port of Olympia (Port), and the LOTT Clean Water Alliance (LOTT) to address shared responsibilities for long-term Sediment Management in a restored Deschutes Estuary. Each entity identified above is referred to individually as a "Party," collectively all Parties are referred to as the "Parties," and the Parties other than the State are referred to as the "Local Parties."

### INTRODUCTION

#### Background

What is now Capitol Lake was originally the southern portion of the Deschutes Estuary, where freshwater from the Deschutes River and Percival Creek mixed with saltwater from Budd Inlet over extensive tidal flats. Between 1949 and 1951, the State constructed a dam at 5<sup>th</sup> Avenue in Olympia to impound the Deschutes River to create a reflecting pool for the Washington State Capitol Campus. The 5<sup>th</sup> Avenue Dam blocked saltwater from Budd Inlet and transformed the area upstream of the dam into Capitol Lake, a 260-acre freshwater lake fed by the Deschutes River. Capitol campus planners intended Capitol Lake to be part of the Washington State Capitol Campus, and it was designated a resource of the Capitol Campus under RCW 43.34.090 and RCW 79.24.710. DES (to include predecessor agencies) has had the responsibility to manage Capitol Lake throughout the lake's existence under a long-term lease agreement with the Washington State Department of Natural Resources (DNR). The Deschutes River and Estuary and Budd Inlet, together with the parks and trails that surround them, are an important visual, economic, cultural, and recreational resource for the community.

Each year, the Deschutes River and Percival Creek transport an estimated 35,000 cubic yards of sediment downstream. Before construction of the 5<sup>th</sup> Avenue Dam, this sediment could move freely into Budd Inlet. With the dam in place, most of this sediment settles in Capitol Lake. The sediment captured upstream of the 5<sup>th</sup> Avenue Dam has accumulated up to 13 feet deep in some places—dramatically altering conditions.

The establishment of Capitol Lake created conditions that have resulted in chronic violations of water quality standards. Water quality monitoring began in the 1970s, and by 1985, the Thurston County Health Department permanently closed the historic swimming beach in Capitol Lake due to water quality impairments. Capitol Lake is and has been a focus of state and federal water quality improvement planning since the 1970s. The presence of the 5<sup>th</sup> Avenue Dam is the single largest contributor to dissolved oxygen depletion in Budd Inlet.

The presence and persistence of invasive species in Capitol Lake has complicated its management. Since the 1980s, the State has employed a variety of strategies to address aquatic invasive species, but today more than a dozen different plant and animal invasive species are present. In response to finding the New Zealand mudsnail in Capitol Lake in 2009, the State officially closed Capitol Lake to all active public use.

For more than 50 years, public and private entities have attempted to address these and other environmental concerns regarding Capitol Lake and the Deschutes Estuary. For a wide variety of reasons, these efforts did not result in meaningful resolution or enduring solutions.

### **Selection of the Estuary Alternative**

In 2018, DES began a process to evaluate long-term management alternatives for the waterbody. To evaluate the alternatives, DES used the Environmental Impact Statement (EIS) process. Through this process, DES carefully considered comprehensive technical analyses, evaluated benefits and costs of project alternatives, solicited feedback from key stakeholders, and reviewed public comments. In 2022, DES issued a final EIS identifying the Estuary Alternative as the preferred long-term plan. The Estuary Alternative involves removal of the 5<sup>th</sup> Avenue Dam, restoration of tidal flats and marsh habitat in the 260-acre basin, construction of physical assets such as a new 5<sup>th</sup> Avenue Bridge, and long-term management of sediment naturally transported into navigational areas of Budd Inlet.

Removal of the 5<sup>th</sup> Avenue Dam will also restore natural sediment transport processes. This will result in increased sediment accumulation in navigational areas of West Bay compared to existing conditions, similar to sediment processes that existed prior to dam construction. Sediment accumulation, if unaddressed, will affect commercial and recreational uses in West Bay including the marinas<sup>1</sup> and, to a lesser extent, the Port vessel berths.

At the direction of the Washington State Legislature,<sup>2</sup> DES convened a Funding and Governance Work Group (FGWG) comprising the Parties to explore long-term funding and governance options. The Parties considered several funding and governance options for long-term management of the restored Deschutes Estuary and reached consensus as set forth in this Agreement.

### **Shared Goals and Benefits of the Project**

The Parties recognize that the Project will contribute to the health of Budd Inlet and the Deschutes River watershed.

<sup>1</sup> The term “marinas” includes the following private businesses and entities: Olympia Yacht Club, Fiddlehead Marina, Martin Marina, and One Tree Island Marina, as well as their successor entities.

<sup>2</sup> Washington State Legislature. “Second Engrossed H.B. 1115 – 64<sup>th</sup> Legislature (2015 3<sup>rd</sup> Special Session): Concerning the capital budget.” June 30, 2015.  
<https://app.leg.wa.gov/billsummary?BillNumber=1115&Year=2015&Initiative=false>.

Estuary restoration will produce a range of ecological and economic benefits. Removing the dam, restoring tidal flows, and reintroducing native habitats will benefit ESA-listed salmon populations and the species that depend on them, including the Southern Resident killer whales. Birds, shellfish, and other native species are likely to proliferate in the estuary and become part of a more diverse ecosystem. Restoring the estuary will also help Budd Inlet meet state water quality standards, which reduces the need for more stringent regulation on other contributors.

The Project will restore public access to the water and enhance adjacent open space through new boardwalks, fishing piers, and trails. A new 5<sup>th</sup> Avenue Bridge will provide safer pedestrian and bicycle connectivity along the trail between Heritage Park and Deschutes Parkway. These new and improved amenities will benefit residents' quality of life and the experience of visitors to the region.

The Squaxin Island Tribe supports the Project, noting that restoring native habitat for fish and other culturally important species and reopening access to the water will renew cultural use of traditional lands and resources that were lost when the State built the dam.

Estuary restoration will complement and enhance the value of other investments among state, tribal, and local governments, public entities, and private organizations to restore the Deschutes River watershed, improve the health of Budd Inlet, and help address flooding risk to adjacent urban infrastructure resulting from sea level rise.

The Parties agree that to be most successful, the Project must also help support a working, urban waterfront, with recreational and commercial boating. Maintaining a working waterfront and supporting boating infrastructure contributes to a dynamic, vibrant community and will produce and sustain public revenue streams from taxes and lease payments, support employment opportunities, and create public amenities that benefit all community members. The Sediment Management program set forth in this Agreement will enable the restored estuary and built environment downstream to coexist.

### **Shared Guiding Principles of the Project**

The Parties, working through the FGWG, agreed on the following guiding principles to support the process of identifying issues and developing proposed solutions:

- The process should have dedicated and secure funding sources.
- Those who contribute to the problem should participate in funding or paying for the solution.
- Those who benefit from the solution should participate in funding or paying for the solution.
- The process should have a shared distribution of costs.
- The State should participate.
- Solutions should be watershed-wide in scale.



- The process should establish manageable long-term governance.
- The Parties should commit to a long-term collaborative process.
- Administration of the project should be adequately resourced.
- Solutions must support the goals and objectives of the long-term management plan and the future of the overall watershed.

From these guiding principles, the Parties agreed upon a three-part structure for governing and funding the Deschutes Estuary restoration:

1. The State will be responsible for funding the capital costs of design, permitting, and construction of the estuary restoration, which recognizes that the State constructed the 5<sup>th</sup> Avenue Dam and has had management responsibility for Capitol Lake since that time.
2. After construction is complete, the State will transfer ownership and management of specific physical assets to other Parties. This will be accomplished through separate agreements between the State and the individual receiving Parties, included in Attachments 1 through 4. This transfer helps to achieve the goal of minimizing the responsibilities for long-term joint governance; after the physical assets are conveyed, the only remaining item for joint governance is Sediment Management in West Bay.
3. The Parties will share in administering, funding, and implementing Sediment Management that will be needed in West Bay to maintain navigation and avoid significant adverse impacts<sup>3</sup> to the marinas and Port, for the term of this Agreement. This shared responsibility for Sediment Management reflects the Parties' recognition that the restored estuary will provide significant benefits to the Parties and the broader community, and is the subject of this Agreement.

## **AGREEMENT**

Based on the foregoing, which is incorporated into and considered part of this Agreement, the Parties agree to enter into an Interlocal Agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, as follows:

### **1. Purpose and Conceptual Overview**

The overall Deschutes Estuary Restoration is referred to as “the Project” and is generally described as the Estuary Alternative in Chapter 2 of the final EIS.<sup>4</sup> The

<sup>3</sup> Refer to Section 10.1.1 for a description of significant adverse impacts as it has been defined for this Interlocal Agreement.

<sup>4</sup> Washington State Department of Enterprise Services (DES). 2022. Final Environmental Impact Statement: Supporting Chapter 2.0 Project Alternatives & Construction Approach. October. <<https://deschutesestuaryproject.org/wp-content/uploads/2023/11/Capitol-Lake-Deschutes-Estuary-Final-EIS-2-Chapter-2.pdf>>. Last accessed May 8, 2024.

design of the Project will be significantly advanced from the Estuary Alternative in the EIS, but the description contained in the EIS is a good representation of key components of the Project.

Construction and management of the Project will include the following elements:

- The State will fund and administer planning, design, permitting, estuary restoration, and construction of physical assets.
- The State will transfer specific physical assets and/or long-term management responsibilities of these physical assets to individual Parties after construction as described in Table 1 to this Agreement.
- All Parties will fund and govern long-term Sediment Management in navigational areas of West Bay in accordance with this Agreement. The term “Sediment Management” herein refers to maintenance dredging in navigational areas of West Bay to prevent adverse impacts to recreational and commercial navigation. Refer to Exhibit 1, which shows the dredging areas of West Bay subject to this Agreement.

The purpose of this Agreement is to describe and formalize the role of each Party in funding and governance for Sediment Management in navigational areas of West Bay. Exhibit 2a provides a flowchart that depicts the representative annual coordination process for all marina dredging. Exhibit 2b provides the representative coordination process for Port-lead dredging within the Port’s vessel berths. Both exhibits are for illustration purposes and the written terms of this Agreement control in case of conflict.

## **2. Deschutes Estuary Steering Committee (DESC)**

### **2.1. Formation and Purpose of the DESC**

Pursuant to RCW 39.34.030(3) and (4), the Parties establish the Deschutes Estuary Steering Committee (the “DESC”) as a joint board for the purpose of providing overall governance regarding Sediment Management and the use of funds collected pursuant to this Agreement. The DESC is not a separate legal entity. The DESC shall consist of one representative from each Party who shall represent the Party for all purposes on the DESC and one alternate from each Party to act in the absence of the primary Party representative.

### **2.2. Designation of Party Representatives**

Each Party shall designate one person to represent the Party on the DESC and to receive notice of all actions related to Sediment Management and one alternate from each Party to act in the absence of the primary Party representative. If no representative is or has been designated by a Party, notices shall be delivered to any person or office authorized to receive service of process

on behalf of the Party. Each Party shall have one vote on the DESC, regardless of the number of representatives for the Party.

### **2.3. Authority and Duties of the DESC**

The DESC shall have the following authority and duties, to the extent consistent with Chapter 39.34 RCW:

- 2.3.1.** To adopt its own bylaws, rules and procedures. Unless the DESC adopts specific rules or procedures that conflict with Robert's Rules of Order, the most current version of Robert's Rules of Order shall govern.
- 2.3.2.** To select a Chair and Vice-Chair.
- 2.3.3.** To review and either approve or reject written dredge event proposals submitted by the Project Manager.
- 2.3.4.** To review, and either approve or reject requests to expend funds from the State Account and from the Local Account for Sediment Management.
- 2.3.5.** To set general investment strategies for the Local Account, provided that only Local Parties are authorized to vote with respect to matters affecting the Local Account.
- 2.3.6.** To monitor and, if it determines appropriate, request audits of financial matters related to Sediment Management.
- 2.3.7.** To make decisions and implement matters related to and arising out of the subject of this Agreement and Sediment Management not otherwise specifically addressed in this Agreement.

### **2.4. Decision Making/Voting**

The DESC shall decide matters brought before it by majority vote, defined as a clear majority of the Parties who are members of the DESC at the time of a vote and entitled to vote on the specific matter. By way of example, if the DESC consists of 7 Parties at the time of the vote, an affirmative vote of 4 Parties is required to pass a motion; if the DESC consists of 8 Parties at the time of a vote, an affirmative vote of 5 Parties is required to pass a motion. Each Party shall have one vote, regardless of the number of Party representatives.

### **2.5. Meetings**

- 2.5.1.** The DESC shall meet annually, as scheduled by the Project Manager. At least fourteen (14) days prior to each annual meeting, the Project Manager shall provide each member with a written report consisting of

bathymetric surveys, a recommendation of whether or not a dredge event is needed, financial information to include current account balances, records of receipts and expenditures from all accounts, and any other information relevant to understanding costs.

- 2.5.2.** In addition to the annual meeting, meetings of the DESC may be called by the Project Manager, or by any Party by written request to the Project Manager, which meeting shall be held not later than 45 days from delivery of the written request, unless a later date is agreed to by a clear majority vote of the Parties, as defined below. The Project Manager shall be responsible for scheduling any such additional meeting and providing not less than fourteen (14) days' notice to each Party, which shall include the purpose of the meeting and materials relevant to such purpose; provided, however, that to address issues requiring an immediate response, notice shall be the best practicable under the circumstances.
- 2.5.3.** During dredging events, and beginning no later than 30 days prior to the start of in-water construction, the DESC and Project Manager shall meet weekly to keep the DESC apprised of progress, particularly related to budget and schedule. Such weekly meetings shall be convened and facilitated by either the Project Manager (for dredging at the marinas and marina access areas) or Port (for dredging at the Port vessel berths, if contracted separately from marina dredging). The weekly meetings can be cancelled at the discretion of the convening entity, in coordination with the DESC, based on construction workflow and progress.
- 2.5.4.** Attendance at a meeting of the DESC may be in person or by any virtual/videoconferencing means that allows all representatives to hear, be heard, review materials being presented, and fully participate in the proceedings. A meeting of the DESC may commence once a majority of the representatives of the Parties subject to the Agreement are in attendance (quorum).

## **2.6. DESC Chair and Vice-Chair**

- 2.6.1.** The first order of business of the DESC at its initial meeting, at each annual meeting, and at any meeting where the DESC does not have a currently serving Chair and/or Vice-Chair, shall be to elect one Party representative to serve as DESC Chair and one Party representative to serve as DESC Vice-Chair, each with a term beginning upon election and lasting until the next annual meeting. A representative for DES shall act as the DESC Chair until the initial meeting. If an elected Chair is no longer able to serve the Vice-Chair shall assume the position of DESC Chair until the next annual DESC meeting.

- 2.6.2.** The DESC Chair shall convene and facilitate all DESC meetings and communicate decisions of the DESC to the Project Manager, the State Finance Manager, and the Local Party Treasurer.

### **3. Project Manager**

DES shall appoint an individual to be the Project Manager for Sediment Management, with the following authority and duties:

- 3.1.** At least annually, and not later than 14 days prior to each annual meeting of the DESC, the Project Manager shall send to all Parties a report as described in Section 2.5.1.
- 3.2.** As described in and limited by Section 10.6, the Project Manager shall monitor and report to the DESC on bathymetric conditions at the marinas and access areas through annual bathymetric surveys, consult with marinas, negotiate adaptive management with the marinas as needed, recommend contract for and manage dredge events at the marinas, report on completed dredge events, and coordinate with the Port.
- 3.3.** Upon approval of a dredge event proposal by the DESC as described in Section 10.7, manage the advertising, bidding, contracting, and contract management processes in conformance with applicable law and this Agreement. The State (acting by and through DES) shall be the contracting party for such contracts for Sediment Management at the marinas.
- 3.4.** Respond to reasonable requests from a Party or Parties for information regarding the status of Sediment Management within 30 days of receipt. The Project Manager shall have responsibility for maintaining all records concerning Sediment Management and acting as the records custodian for the DESC.
- 3.5.** Negotiate, enter into, and manage separate contract(s) with the marinas regarding marina funding for Sediment Management.
- 3.6.** The Project Manager's office shall be the principal office for Sediment Management, and the Project Manager is designated and authorized to receive any notices required to be given regarding Sediment Management.

### **4. Port of Olympia**

The Port shall maintain responsibility for Sediment Management within its vessel berths. This includes oversight and management of all bathymetric surveys, design, permitting and dredging. Upon approval of the dredge event proposal by the DESC as described in Section 10.7, this includes managing the advertising, bidding, contracting, and contract management processes in conformance with applicable law and this Agreement. The responsibilities of the Project Manager do not extend into the Port vessel berths.

## 5. Financial Management – Overview

Funding will be received from three sources: funding through State appropriations, funding from Local Parties through their individual funding mechanisms, and funding from the marinas. Funding from the marinas will be addressed by separate agreement among the marinas and the State, and is therefore not addressed in this Agreement except to the extent that availability of funding provided by the marinas is a necessary prerequisite to expending or obligating State and Local Party funds.

With respect to funding addressed by this Agreement, the Parties' goals are to ensure that all Parties participate in Sediment Management expenditures, that funds provided by Local Parties over time can be invested in secure instruments not amenable to re-appropriation or transfer (i.e., sweeping) by the State, and that funding provided by the State, which by necessity will occur at or near the time of a planned expenditure, is a necessary prerequisite to expending or obligating Local Party or marina-provided funds.

To accomplish these goals, two accounts will be created. The first account, referred to herein as the State Account, will hold funds appropriated by the State legislature generally at or near the time of a planned expenditure and will be under the control of the State, acting by and through DES.

The second account, referred to herein as the Local Account, will be established by the Local Parties and will hold funds deposited over time by the Local Parties that will be invested in instruments to ensure no loss of principal and that are consistent with all applicable laws, regulations, and polices. The Local Account will hold no State funds and is not subject to reappropriation or transfer (i.e., sweeping) by the State.

Expenditures by the DESC will be on a three-way "match" basis, with the authority to expend funds from any one of the three funding sources (State, Local Parties, marinas) contingent on funding being provided by all three funding sources; provided, however, that the State may fulfill its entire financial obligation of the Agreement by providing full funding (lump sum, as shown in Exhibit 3 adjusted for inflation) ahead of schedule and receiving authorization from the DESC to use a larger portion of State funds while those funds are available from the State so long as the total state contribution is consistent with the percent allocation provided in Exhibit 3.

Specific processes for receipt, investment, and expenditure of Sediment Management funds are set forth in Section 10.

**5.1. State Finance Manager:** DES shall function as the State Finance Manager for the State Account. At its earliest opportunity, the State shall establish an account to receive, hold, and invest funds appropriated by the legislature or obtained through grants or other sources that require State control of funds (collectively, State Funds). The State Finance Manager shall invest State Funds in

instruments that will ensure no loss of principal and are consistent with all applicable laws, regulations, and accounting standards, and in a manner so that State Funds are available when needed to pay Sediment Management costs.

- 5.2. Local Party Treasurer:** The Thurston County Treasurer shall act as Treasurer for the Local Parties unless changed by the Local Parties. The Local Party Treasurer shall establish an account to receive, hold, and invest funds from the Local Parties (Local Funds), which shall serve as the operating account of the Local Parties in accordance with RCW 39.34.030(4)(b). The Local Party Treasurer shall manage and invest Local Funds in accordance with general investment guidance from the DESC, in accordance with all applicable laws, regulations, and accounting standards, and in a manner so that funds are available when needed to pay Sediment Management costs.
- 5.3.** The State Finance Manager and Local Party Treasurer shall prepare such financial information as requested by the Project Manager to provide to the DESC in the annual report. At a minimum, such information shall include current balances in the State and Local accounts and amounts appropriated by the State legislature (but not yet in the State Account).
- 5.4.** The State Finance Manager and Local Party Treasurer shall respond to reasonable requests from a Party or Parties for information regarding the status of Sediment Management within 30 days of receipt of the request.

## **6. Term**

### **6.1. Effective Date**

This Agreement is effective when (i) all Parties have duly executed, (ii) the Agreement has been filed with the Thurston County Auditor pursuant to RCW 39.34.040, and (iii) the Agreement has been approved pursuant to RCW 39.34.050.

### **6.2. Expiration Date**

This Agreement will expire on December 31, 2050, unless some or all Parties agree in writing to renew for an additional term, or unless terminated in accordance with its terms.

### 6.3. Extension

Prior to the end of 2045, the Project Manager will convene the DESC to determine whether to extend the Agreement, and if so, on what terms and with which Parties. In this meeting, the DESC must consider, among other things, the then-current state of navigation in West Bay, to include the following, at a minimum:

- Public and private navigational interests
- Condition of infrastructure
- Actual cost/operation of dredge activities over the previous period of agreement
- Available alternatives to more dredging
- Desire of Parties to continue supporting objectives of the agreement

## 7. Non-Project Conditions/Port Clean-Up

Prior to and separate from construction of the Project, it is anticipated the Port will implement a project to remediate sediment contamination in West Bay (as part of the larger remediation of Budd Inlet) to conditions satisfactory to the Washington State Department of Ecology and the U.S. Army Corps of Engineers (USACE). This Port-led remediation is separate from the Project and Sediment Management and is not part of the Agreement. However, it is anticipated that the 5<sup>th</sup> Avenue Dam will not be removed until the Port-led remediation in West Bay is complete.

If the Port remediation is not conducted before removal of the 5<sup>th</sup> Avenue Dam, it would significantly increase the cost of the maintenance dredging to be conducted under the Agreement by likely requiring dredged material to be disposed of upland, increasing the number of dredge events that would occur under the term of this agreement and significantly complicating legal responsibility for the first maintenance dredging event.

The Port is currently targeting the late 2020s for remedial action throughout lower Budd Inlet. Based on the current Project schedule, the earliest the 5<sup>th</sup> Avenue Dam could be removed is 2033. The Port and the State will partner on funding strategies to support the Budd Inlet Remediation Project with the intent to expedite funding for remediation in West Bay. The Port and the State will also (1) coordinate efforts to consider prioritization of remediation in West Bay, (2) minimize potential conflicts and redundant efforts, and (3) maximize the benefit to the Deschutes Estuary and Port area. This coordination will help ensure that the Port-led remediation and DES-led estuary construction do not interfere with each other and, to the extent feasible, complement each other.



## **8. Sediment Management Design, Permitting, and Construction**

### **8.1. Planning and Design**

The State, acting through DES, will fund, manage, and have authority over design and permitting of the Project. The Legislature appropriated initial funding for design and permitting during the 2023 legislative session and work is underway. Assuming additional funding is secured, this phase will conclude in approximately 3 to 5 years. During the design and permitting process, DES will coordinate with Olympia on the design of the 5<sup>th</sup> Avenue Bridge, with Tumwater on the South Basin boardwalks, and with LOTT and Olympia on existing utility assets surrounding Capitol Lake that will be affected by the Project, to ensure that these physical assets meet applicable design standards, satisfy applicable procedural and process requirements, and are acceptable to the receiving Party. The details of each design process and asset transfer will be governed by a separate agreement (Attachments 1 through 4) between the State and the receiving Party.

DES will coordinate with the Squaxin Island Tribe, which may oversee management of the constructed habitat to develop the estuary restoration design, incorporate tribal knowledge and lessons learned on other similar projects, and ensure that design of the Project is acceptable to the Squaxin Island Tribe.

### **8.2. Restoration and Construction**

The State, acting through DES, will fund, manage, and have authority over estuary restoration and construction or replacement of existing physical assets (together “construction funding”). If construction funding is secured without delay, construction of the Project could begin in the late 2020s and is estimated to occur over a 6- to 8-year period.

### **8.3. Physical Assets**

After the State completes construction of the physical assets, the State will transfer governance and/or ownership of specific physical assets to individual Parties in accordance with Table 1, below. Each transfer will be governed by a separate agreement between the State and the receiving Party (Attachments 1 through 4). Upon transfer of ownership of a physical asset, the receiving Party will have full ownership in perpetuity, to include all maintenance responsibility and risk of loss.

**Table 1. Governance Responsibilities of Physical Assets**

<b>Receiving and/or Responsible Entity</b>	<b>Asset/Governance Responsibility</b>	<b>Time of Transfer</b>
State of Washington	Infrastructure to support boating, fishing, recreation in estuary, as needed Staffing decontamination stations Maintain Middle Basin boardwalk. Bathymetric surveys, design, permitting, contract management for maintenance dredging outside of federal navigation channel and turning basin and port vessel berths	Upon construction completion
City of Olympia	New 5 <sup>th</sup> Avenue Bridge Refer to Attachment 1 for the City of Olympia Subsidiary Agreement	Upon construction completion
City of Tumwater	South Basin Boardwalks Refer to Attachment 2 for the City of Tumwater Subsidiary Agreement	Upon construction completion
Port of Olympia	Bathymetric surveys, design, permitting, and contract management for maintenance dredging in port vessel berths Lead coordination with USACE on maintenance dredging in federal navigation channel and turning basin. Refer to Attachment 3 for the Port Addendum	N/A; the Port currently serves in this role and nothing in this Agreement shall affect the Port's existing authority over its assets and responsibilities
Squaxin Island Tribe	Lead biological monitoring of the restored estuary to include fish monitoring at a minimum. If additional funding is obtained, participate in implementing Habitat Enhancement Plan for constructed habitat in the 260-acre basin, formerly Capitol Lake.	Upon construction completion
Thurston County	None identified	N/A

Receiving and/or Responsible Entity	Asset/Governance Responsibility	Time of Transfer
LOTT	Replaced LOTT Utilities Refer to Attachment 4 for LOTT's Subsidiary Agreement	N/A; LOTT owns existing utility lines within the Project Area. The LOTT-owned utilities replaced by DES during construction will remain under LOTT ownership.

## 9. Estuary Administration and Management

The State will be responsible for management of the restored estuary and for expenses related to such management except expenses related to Sediment Management in navigational areas as described in Section 10, below, or expenses related to assets governed by other entities.

## 10. Sediment Management

The Parties will collectively fund and govern Sediment Management in navigational areas of West Bay during the term of this Agreement. Sediment Management under this Agreement includes only sediment removal (dredging) and disposal of dredged material (dredging and disposal of dredged material are also referred to as a “dredge event”).

As part of its responsibilities, DES will, at its own cost, perform bathymetric surveys at least annually at the marinas and marina access areas to evaluate sediment accumulation and determine if dredging is required, will complete design and secure programmatic permits for dredging within the marinas and marina access areas, and will be responsible for contract management for marina dredging. Consistent with Table 1 above, the Port will, at its own cost, provide these governance responsibilities for the port vessel berths.

### 10.1. Maintenance Dredging and Cost Estimate Assumptions

- 10.1.1.** Maintenance dredging will occur when required to prevent significant adverse impacts from occurring in the navigational areas of West Bay. “Significant adverse impacts” are when any one of the following criteria (i.e., dredge triggers) are forecast to occur: (1) vessels accessing the Federal Navigation Channel and Port of Olympia have to wait more

than 4 hours for channel access due to water depth and low tide conditions caused by sediment deposition on more than one consecutive occasion; (2) more than 10% of anticipated small craft vessels at any single marina are unable to access leased moorage due to shallowed water depth caused by sediment deposition; or (3) any applicable law or regulation requires dredging to be performed.

- 10.1.2.** Numerical modeling conducted for the EIS suggests that maintenance dredging to avoid significant impacts to navigation from sediment accumulation will be needed in areas of the West Bay of Budd Inlet on an average and approximated frequency of every 6 years. The actual rate of sediment accumulation is highly dependent on river flow conditions, which vary.
- 10.1.3.** Estimates conservatively assume that the earliest the 5th Avenue Dam could be removed is 2033. The total estimated Sediment Management costs also assume three dredging events, based on the 18-year duration between 2033 and 2050 and the estimated 6-year frequency of maintenance dredging that is based on hydrodynamic and sediment transport numerical modeling conducted for the EIS. If removal of the 5th Avenue Dam is delayed such that there is reasonable certainty that fewer than three dredging events will be necessary during the term of the Agreement, the Parties may adjust total estimated Sediment Management costs and annual payments.
- 10.1.4.** The Parties have negotiated this Agreement using planning-level cost estimates. Civil, environmental, and coastal engineers developed planning-level cost estimates using costs for other maintenance dredging projects in the Puget Sound region and marine environments, hydrodynamic and sediment transport numerical modeling in the EIS that predicts sediment accumulation under the Estuary Alternative, and triggers to initiate dredging events (see Footnote 3 and Section 10.1.1). Planning-level cost estimates also assume in-water disposal of the dredged sediment; this is based on the assumption that the Port will remediate sediment contamination in navigational areas of West Bay, and it is based on sediment data from Capitol Lake as provided in Attachment 15 of the EIS and a projection that invasive species will not persist in the material to be dredged as described in Attachment 8 of the EIS.
- 10.1.5.** The following measures have been implemented to increase certainty that funding will remain available for Sediment Management for the term of this Agreement:
- Cost estimates are based on planning-level costs developed for the EIS, escalated using the assumptions detailed in Section 10.1.6 below. They are consistent with Class 4 estimates

prepared using standards established by the Association for the Advancement of Cost Engineering and include a 15% contingency. The planning-level cost estimates have an accuracy variation of minus 25% to plus 35%. The higher end of the planning-level cost estimate range (+35%) has been used.

- Annual payments will begin once the State has secured enough construction funding to complete the Project through removal of the 5<sup>th</sup> Avenue Dam. This will likely be more than a decade before the first dredge event is triggered. Interest may accrue during this time.
- The Parties cannot adjust downward the total dredge cost estimate upon which annual payments are based during the initial term of this Agreement, even if actual Sediment Management costs are less than expected in the initial dredge event. Holding the total contributions consistent with Exhibit 3 will increase certainty that funds will be available while acknowledging that dredging frequency, environmental conditions, and costs could vary over the initial Agreement term.

**10.1.6.** Costs have been escalated from EIS planning-level costs. The following escalation assumptions were used.

- Cost estimates were originally prepared and presented in the Draft EIS in 2020 dollars and were escalated to 2022 dollars in the Final EIS using an annual escalation rate of 8%. This rate reflects the historically high levels of inflation in the economy during this period and is informed by specific trends in construction-related inflation.
- Costs were escalated forward from 2022 dollars through the period of the Agreement using an initial escalation factor of 4.5%. This escalation rate is based on a review of dredge-related cost trends over the last 30 years (including non-residential building construction costs, fuel costs, and CPI) and is at the high range of these sources, which reflects two factors present at the time of this ILA: 1) the relatively high level of economic uncertainty and 2) projections for continued strong demand for infrastructure-related construction services.

**10.1.7.** The State Finance Manager and Local Party Treasurer will invest funds in accordance with Sections 5.1 and 5.2, and the estimated annual payments are calculated assuming an annual investment growth at 2%.

## **10.2. Sediment Management Cost Allocation and Annual Payment Estimates**

### **10.2.1. Percent Allocation**

Costs for Sediment Management above those costs associated with dredging of the No Action Alternative (baseline; i.e., the increase in sediment accumulation in navigational areas of West Bay as a result of dam removal, atop the baseline amount of sediment accumulation that would already pass through the 5<sup>th</sup> Avenue Dam and settle in these areas if the dam remained in place) are allocated among the Parties on a percentage basis as set forth in Exhibit 3 below. This percentage will be used to allocate dredge event contract costs only (refer to Exhibit 4 for an estimated annual payment schedule incorporating cost assumptions detailed in Sections 10.1 and 10.2). Parties shall be responsible for their own overhead and “soft costs” associated with their obligations under this Agreement, including those governance responsibilities outlined in Table 1 and participation on the DESC. These additional costs are not estimated or included in any of the costs presented in this agreement.

### **10.2.2. Estimated Annual Payments**

Exhibit 4 provides the estimated annual payment schedule for the term of the Agreement. The estimated annual payment is calculated by proportionally dividing the planning-level costs for dredge events, (escalated through the agreement at an initial rate of 4.5% as described in Section 10.1.6), by the number of payment years (X, partial years count as a full year) and the percent allocation share as shown in Exhibit 3. Each Party agrees to make annual payments (determined as above) on or before December 31 of each year, beginning the year the State secures sufficient construction funding for estuary construction and removal of the Fifth Avenue Dam, through the end of the Agreement term. Late payments shall accrue interest at the rate of 18% per annum, compounded daily.

### **10.2.3. Initiation of Annual Payments**

The State Finance Manager shall notify all Parties when the State has formally secured construction funding for estuary construction and removal of the Fifth Avenue Dam. Each Local Party will begin making annual payments as set forth in Section 10.2.2 by December 31 of that year.

### **10.2.4. Cost Assumption and Annual Payment Review**

No later than 5 years following the first annual payment, the Project Manager, the State Finance Manager, and the Local Party Treasurer

will review the escalation and investment assumptions used to calculate estimated payments (as shown in Exhibit 4) and recommend to the DESC revisions as appropriate to reflect new information and economic conditions.

Thereafter, following each dredge event (refer to Section 10.6), the Project Manager, the State Finance Manager, and the Local Party Treasurer shall prepare a report to the DESC regarding the costs of the dredge event with respect to the overall Sediment Management projections and shall recommend adjustments to the annual payments as appropriate, including a review of escalation and investment growth assumptions.

### **10.3. Notice of Failure to Pay**

If a Party fails to make a payment required under this Agreement when due, to include the State failing to appropriate funds when required, the State Finance Manager or Local Party Treasurer shall notify the Party of the failure in writing, with copies to the Project Manager and to all other Parties. A Party's failure to make a payment required under this Agreement within 2 years of receiving notice of non-payment from the Project Manager shall be considered a withdrawal for non-appropriation of funds under Section 11.2.2.

### **10.4. Refund of Excess Funds**

If funds remain in the Local Account upon either the expiration or termination of the Agreement, and unless otherwise agreed to, each Local Party that is a member in good standing at the time of either expiration or termination of the DESC will be entitled to receive a refund of such excess funds based on a pro-rata calculation of the amounts paid into the Local Account; provided, however, that the return of any amounts paid into the Local Account by an entity withdrawing from this Agreement for convenience or due to non-appropriation of funds shall be at the discretion of the remaining Local Party members of the DESC.

### **10.5. Audit Rights**

Upon reasonable notice, but not more frequently than annually, any Party may call for an examination of the books and records of the State or Local Accounts solely as related to this Agreement. The DESC may appoint an auditor, accountant, or one or more of the Parties to perform such review. Any costs of hiring outside auditors or accountants shall be borne by the Party or Parties requesting the audit.

## **10.6. Sediment Monitoring and Adaptive Management**

### **10.6.1. Monitoring/Reporting**

The Project Manager will ensure that, at least annually, a bathymetric survey is completed in the marinas and marina access area of West Bay. Upon completion, the Project Manager shall review the bathymetric survey and analyze whether the dredge triggers defined in Section 10.1.1 have been met. The bathymetric data will be shared with each Party along with a summary describing how it relates to timing and scope of future dredge events as part of the annual report provided to DESC.

### **10.6.2. Consultation/Adaptive Management**

Throughout the Project, and particularly in response to bathymetric surveys indicating a dredge event may or soon will be triggered, the Project Manager will evaluate whether adaptive management measures can be implemented that will reduce the scope and cost of Sediment Management, or disruption to navigation and marina operations of future dredge events. The Project Manager may coordinate directly with the marinas in this process. The Project Manager may implement adaptive management measures that result in a reduction in overall Sediment Management costs. The Project Manager will report on adaptive management measures considered and rejected or authorized for implementation in the annual report.

### **10.6.3. Coordination with Port**

The Port is responsible for bathymetric surveys, design, permitting and contracting for Sediment Management in its vessel berths. The Port shall work in good faith with the DESC and its members, the Project Manager, the State Finance Manager, and the Local Party Treasurer to coordinate dredging efforts within Port vessel berths as set forth in Attachment 3 (Port Addendum). The Port shall report to the DESC and Project Manager results of Port bathymetric studies taken in the Port's vessel berths and the Federal Navigation Channel. When Port bathymetric surveys establish that dredging is necessary to prevent significant adverse impacts at Port vessel berths, the Port shall provide the DESC and the Project Manager written confirmation that dredge triggers have been met and with a Port dredging plan.



#### **10.6.4. Dredge Event Proposals**

When, after consideration or implementation of adaptive management measures, the Project Manager determines that the criteria for a dredge event at the marinas have been met and a dredge event is necessary to prevent significant adverse impacts at the marinas, the Project Manager shall provide DESC with a written dredge event proposal. This proposal may be part of the Project Manager's annual report. The dredging proposal must describe the scope, timing and order of magnitude cost of the dredge event with sufficient data and information to allow the DESC to evaluate the proposal. The dredging proposal must also confirm that State, Local, and marina funding is available to meet funding obligations under this Agreement.

The Project Manager, in developing the dredge event proposal, shall meet with the Port to determine whether dredging is also needed at the Port. If dredging at the Port is needed, the Project Manager shall include that information and a description of the coordination to the DESC as part of a dredge proposal. The goal of this coordination is reduce costs through efficient dredge implementation.

#### **10.7. DESC Dredge Event Funding Approval**

Within 30 days of receiving a written dredge event proposal, the DESC shall meet to approve or reject the dredge event proposal. The DESC may reject the Project Manager's written dredge event proposal only on the following grounds: (1) the data do not support a finding that the criteria for a dredge event have been met; (2) adaptive management measures have not been sufficiently considered or implemented; or (3) there are insufficient funds to pay for the proposed dredge event. Unwillingness to expend funds from the Local Account, by itself, is not a sufficient ground for objecting to a proposed dredge event. The DESC may not reject a dredge event proposal if the failure to implement the dredge event proposal would result in any Party being in violation of applicable law, regulation, or valid order of an entity with authority to issue such an order. A decision by the DESC shall be in writing and takes effect 11 business days after it is delivered to the Parties, unless objected to, in which case the decision takes effect upon resolution of the objection in accordance with Section 12. The Project Manager may revise and/or resubmit a rejected dredge event proposal to the DESC at any time.

#### **10.8. Objection to DESC Dredge Event Decision**

If a Party objects to either the approval or rejection of a dredge event proposal by the Project Manager, it must, within 10 days of the DESC's decision to either

accept or reject the dredge event as per Section 10.7, deliver a written objection to the Project Manager with a copy to all Parties providing data and information sufficient to allow the Project Manager and other Parties to evaluate the objection. Upon receipt of a written objection the Parties shall meet and confer and attempt to reach consensus regarding the objection. If the parties cannot reach consensus, the dispute resolution procedures in Section 12 (Disputes/Enforcement) shall apply. An objection to a rejected dredge event proposal made under this section does not preclude submission to the DESC of a revised dredge event proposal.

#### **10.9. Dredge Event Contract Approval**

When a DESC decision to approve a dredge event becomes effective, the Project Manager shall solicit, receive, and evaluate proposals for the dredge event and shall select a preferred contractor(s) and/or consultant(s) in accordance with applicable law. Each dredge event contract shall contain a ten percent (10%) contingency and be within the DESC-approved amount.

#### **10.10. Dredge Event Expenditure Process**

When a DESC decision approving the dredge contract(s) becomes effective, the State Finance Manager shall confirm to the Local Party Treasurer that State Funds and marina funds sufficient to meet State and marina obligations for the dredge event have been deposited in the State Account. Upon receipt of such confirmation, the Local Party Treasurer shall transfer sufficient funds from the Local Account to the State Account to meet the Local Parties' obligations for the dredge event.

When, and only when, the State Finance Manager has received into the State Account sufficient State, Local, and marina funds to meet their respective obligations, the Project Manager is authorized to execute the contract(s), and the State Finance Manager is authorized to pay invoices for the contract(s) from the amounts in the State Accounts allocated to the contract(s). All payments shall be in arrears based on periodic invoicing.

#### **10.11. Dredge Event Project Management**

The Project Manager shall be responsible for managing dredge events and the dredge event contracts for the marina and marina access area. The Project Manager shall endeavor to manage costs within the approved contract amount, but shall have authority to expend up to the 10 percent contingency after notification to the DESC but without further DESC formal action. DESC approval is required for expenditures exceeding the 10 percent contingency amount.

## **10.12. Dredge Event Reporting and Adjustments**

After each dredge event, the Project Manager, the State Finance Manager, and the Local Party Treasurer shall provide the Parties with a summary report for the dredge event to include final costs with sufficient detail to enable the Parties to consider alterations to the Sediment Management program and/or to implement other adaptive management practices for future dredge events. This summary may be provided in the Project Manager's annual report to the DESC for the following year. Adjustments to total Sediment Management costs and/or annual payments will trigger the renegotiation rights described in Section 11 only if adjustments cause projected costs to increase above agreed-upon allocations.

## **11. Termination, Withdrawal, and/or Renegotiation**

### **11.1. Termination and Withdrawal for Project Delay**

If removal of the 5th Avenue Dam is not completed within a reasonable time frame, defined currently as prior to 2045, the DESC has the right to terminate the Agreement and any Party has the right to require renegotiation of the terms of the Agreement and the right to withdraw from the Agreement without further financial obligations.

### **11.2. Withdrawal for Convenience/Non-Appropriation of Funds**

**11.2.1.** A Party may withdraw from the Agreement for convenience at any time upon written notice to the Project Manager and all Parties, provided that before withdrawing, the withdrawing Party provides funds sufficient to satisfy all financial obligations of the withdrawing Party for the term of the Agreement in effect at the time of withdrawal, and the withdrawing Party has satisfied all specific performance obligations under the Agreement.

**11.2.2.** A Party, to include the State, may withdraw from the Agreement if its governing body fails to appropriate and/or provide sufficient funds to make required payments under this Agreement. A Party withdraws due to non-appropriation of funds at the earlier of the Party providing written notice to the Project Manager and all Parties of withdrawal due to non-appropriation of funds, or two years after receiving notice from the State Finance Manager and/or Local Party Treasurer of the failure to make a payment required by this Agreement. A Party withdrawing due to non-appropriation, to include the State, must satisfy all specific performance obligations under the Agreement, to include subsidiary agreements. However, the withdrawing party is no longer obligated, indebted, or otherwise responsible to make an annual payment under

Section 10 of this Agreement for the year of non-appropriation and all remaining years under this Agreement.

- 11.2.3.** Upon withdrawal for convenience or due to non-appropriation of funds, the withdrawing Party is no longer a member of the DESC.
- 11.2.4.** A Party withdrawing for convenience or due to non-appropriation of funds shall not be entitled to a refund of any funds previously deposited in Local Account, or any interest thereon.

### **11.3. Renegotiation.**

If one or more of the following specific events occur, the Project Manager will convene the DESC to consider modification of the Sediment Management program to avoid significant impacts to navigation in West Bay through the initial term of the Agreement:

- 11.3.1.** Sediment Management costs increase to a degree that funds will be exhausted prior to the expiration of the initial term of the Agreement (2050).
- 11.3.2.** The marinas fail to provide funding sufficient to meet their obligations under a formal dredging program under the No Action Alternative (i.e., funding sufficient to dredge at the frequency needed to avoid significant adverse impacts<sup>5</sup> and meet the terms of DNR leases if the 5th Avenue Dam were left in place).
- 11.3.3.** A withdrawal by a Party for convenience or due to non-appropriation occurs.
- 11.3.4.** Unforeseen environmental impacts (e.g., sea level rise, earthquake) necessitate additional mitigation and/or costs that have not been contemplated.

## **12. Disputes/Enforcement.**

### **12.1. Each Party May Enforce**

The Parties agree and recognize that this multi-party Agreement is the result of complex negotiations among individual entities each with individual interests and constituencies, and that the provisions of this Agreement are interdependent and represent a balancing of those individual interests and constituencies. Accordingly, the Parties agree that they each have authority to

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<sup>5</sup> Refer to Section 10.1.1 for a description of significant adverse impacts as it has been defined for this Interlocal Agreement.

enforce the obligations of each other Party under this Agreement, to include requiring specific enforcement of such obligations.

## **12.2. Disputes**

Any disputes among Parties under this Agreement shall be resolved, if possible, by negotiation. If resolution cannot be reached, any Party may declare an impasse by delivering written notification of impasse to the Project Manager with a copy to each Party. Upon receipt of a notice of impasse, the Project Manager shall confer with the Parties involved in the impasse on an appropriate dispute resolution process, including, as a first preference, use of a mediator or other facilitated negotiation. If the Project Manager determines that the Parties cannot agree on a dispute resolution process, the dispute shall be decided by a panel of three arbitrators, one appointed by the Party(ies) initiating a notification of impasse, a second appointed by the Party(ies) responding to the notification, and the third by the two appointed arbitrators. A written decision by a majority of the arbitrators shall be the decision of the arbitration panel. Hourly payments for the arbitrators' time shall be in arrears and the arbitrators may, in the arbitrator's discretion, award costs and fees, to include reasonable attorneys' fees, to the prevailing Party/Parties. The decision of the arbitration panel shall be binding, subject to judicial review. Any dispute relating to the appointment of arbitrators shall be decided by petition to the Superior Court for Thurston County, Washington.

## **12.3. Choice of Law/Venue**

This Agreement and any dispute arising under this Agreement shall be governed by the laws of the State of Washington. Venue for entrance of a decision of the dispute resolution panel and for any other reason shall lie exclusively in the Superior Court for Thurston County, Washington.

## **13. Administrative**

### **13.1. Authority**

This Agreement shall be executed on behalf of each Party by a duly authorized signatory, and pursuant to an appropriate motion, resolution, or ordinance of each Party. By executing below, each Party represents that it has authority to enter into and be subject to the terms of this Agreement.

### **13.2. Public Records**

The Project Manager is responsible for maintaining Sediment Management records and responding to public records requests made to the DESC or related to Sediment Management. Each Party shall cooperate with the Project Manager and with other Parties in responding to any public records requests related to Sediment Management. Notwithstanding the above, each Party

shall be responsible for maintaining its own records and responding to public records requests for that Party's records.

### **13.3. Execution**

This Agreement may be executed in counterpart and/or by electronically transmitted signature (pdf or similar).

### **13.4. Contact Information/Notice**

Each Party shall provide updated contact information of its representative to the Project Manager and to all other Parties. Notice to the representative shall constitute notice to a Party.

### **13.5. Filing**

Upon execution by all Parties, this Agreement shall be filed as required by RCW 39.04.040.

### **13.6. Entire Agreement/Amendments**

This Agreement represents the entire and sole agreement of the Parties with respect to the subject matter herein and may be amended or modified only by written agreement of all affected Parties who are members of the DESC at the time of the Amendment.

### **13.7. Assignment**

This Agreement shall be binding on each Party and its successors and may not be assigned in whole or in part without the written consent of all Parties.

### **13.8. No Third-Party Beneficiaries**

This Agreement is not intended to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement or any of its provisions.

### **13.9. Waiver**

The failure to require cure of a breach of any provision of the Agreement shall not be deemed a waiver of any subsequent breach, whether of the same or different provision.

### **13.10. Force Majeure**

If a Party, the Project Manager, the State Finance Manager and/or the Local Party Treasurer, is or are rendered unable by Force Majeure to carry out, in whole or part, obligations under this Agreement and gives notice and full details of the event to the other Parties and Project Manager as soon as practicable after the occurrence, then during the pendency of such Force Majeure event

but for no longer period, the obligations affected by the event (other than the obligation to make payments due for performance prior to the event) shall be suspended to the extent required. Any entity claiming a Force Majeure event shall remedy the event as soon as possible.

### **13.11. Severability**

If any portion of this Agreement is adjudged to be invalid by a court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

### **Exhibits**

Exhibit 1	Sediment Management Dredging Areas
Exhibit 2a	Representative Annual Coordination Process & Marina Dredging Coordination
Exhibit 2b	Representative Annual Coordination Process for Port Vessel Berth Dredging Coordination
Exhibit 3	Recommended Sediment Management Allocations
Exhibit 4	Estimated Annual Payment Schedule

### **Attachments**

Attachment 1	Fifth Avenue Bridge and Infrastructure Agreement
Attachment 2	South Basin Boardwalk and Related Infrastructure Agreement
Attachment 3	Port of Olympia Dredging Addendum to ILA
Attachment 4	LOTT Utility Agreement

### Signatures

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Tara C. Smith, Director  
Department of Enterprise Services

Date

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Kris Peters, Chairman  
Squaxin Island Tribe

Date

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Mark Barber, City Attorney  
City of Olympia

Date

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Steven J. Burney, City Manager  
City of Olympia

Date

---

Debbie Sullivan, Mayor  
City of Tumwater

Date

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Karen Kirkpatrick, City Attorney  
City of Tumwater

Date

---

Matthew J. Kennelly, Executive Director  
LOTT

Date



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Tye Menser, Board President  
LOTT

Date

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Alex Smith, Executive Director  
Port of Olympia

Date

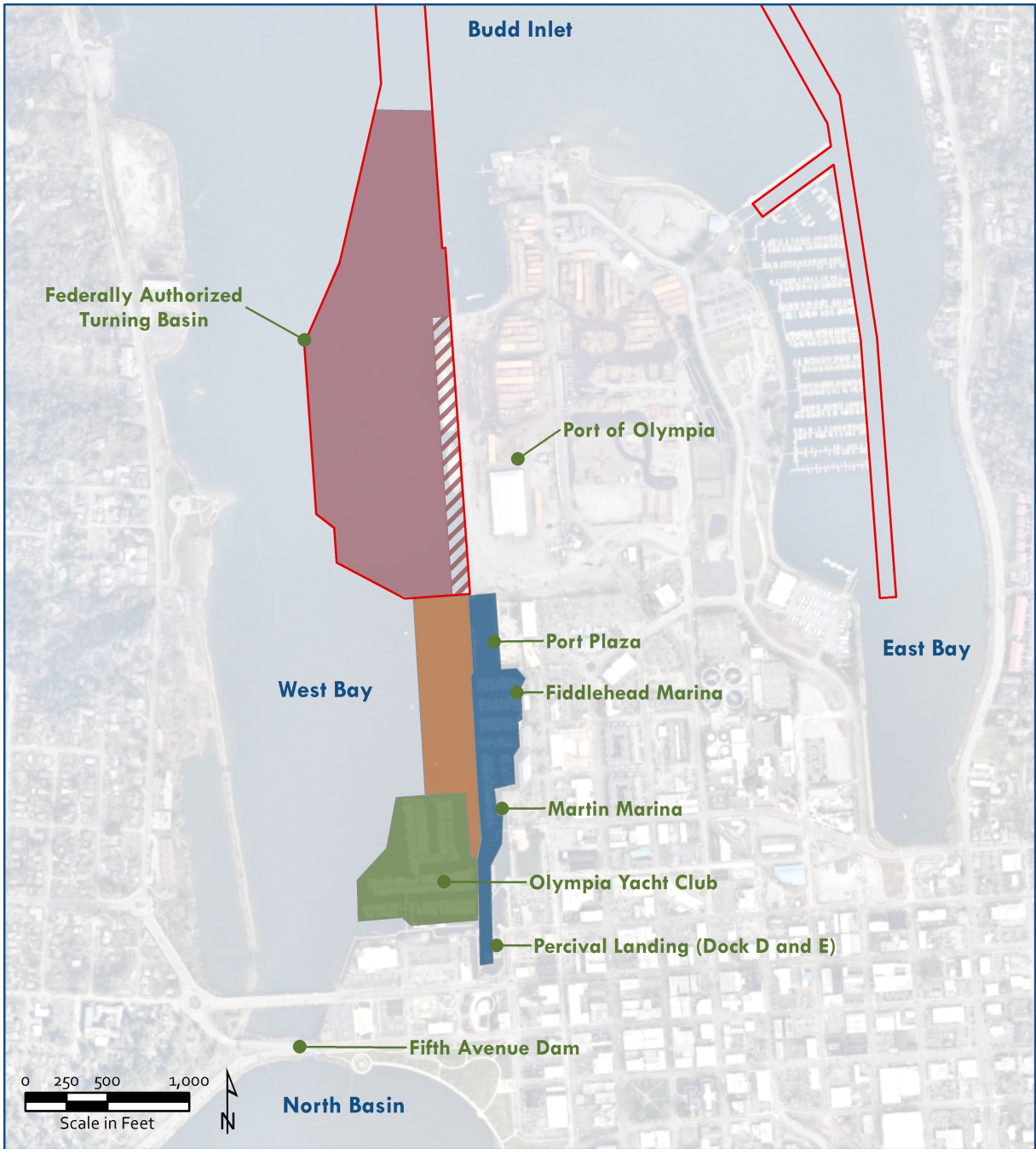
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Leonard Hernandez, Thurston County Manager  
Thurston County







Date

## Exhibits

# Map 1 Sediment Management Dredging Areas

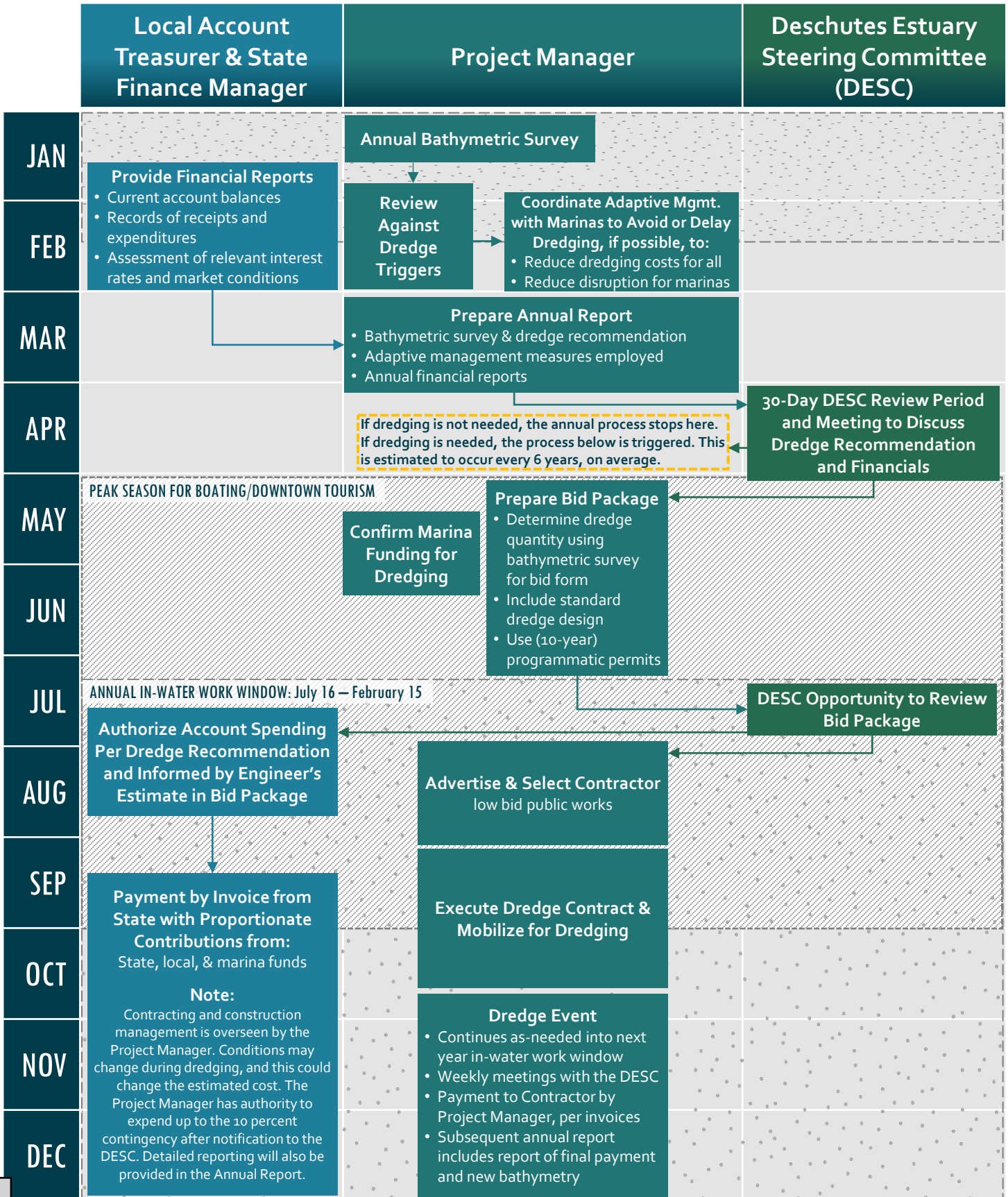


## Legend

-  Olympia Yacht Club
-  Marina Access Area
-  Port Vessel Berths (within FNC)
-  Other Nearby Marinas
-  Turning Basin (within FNC)
-  Federal Navigation Channel

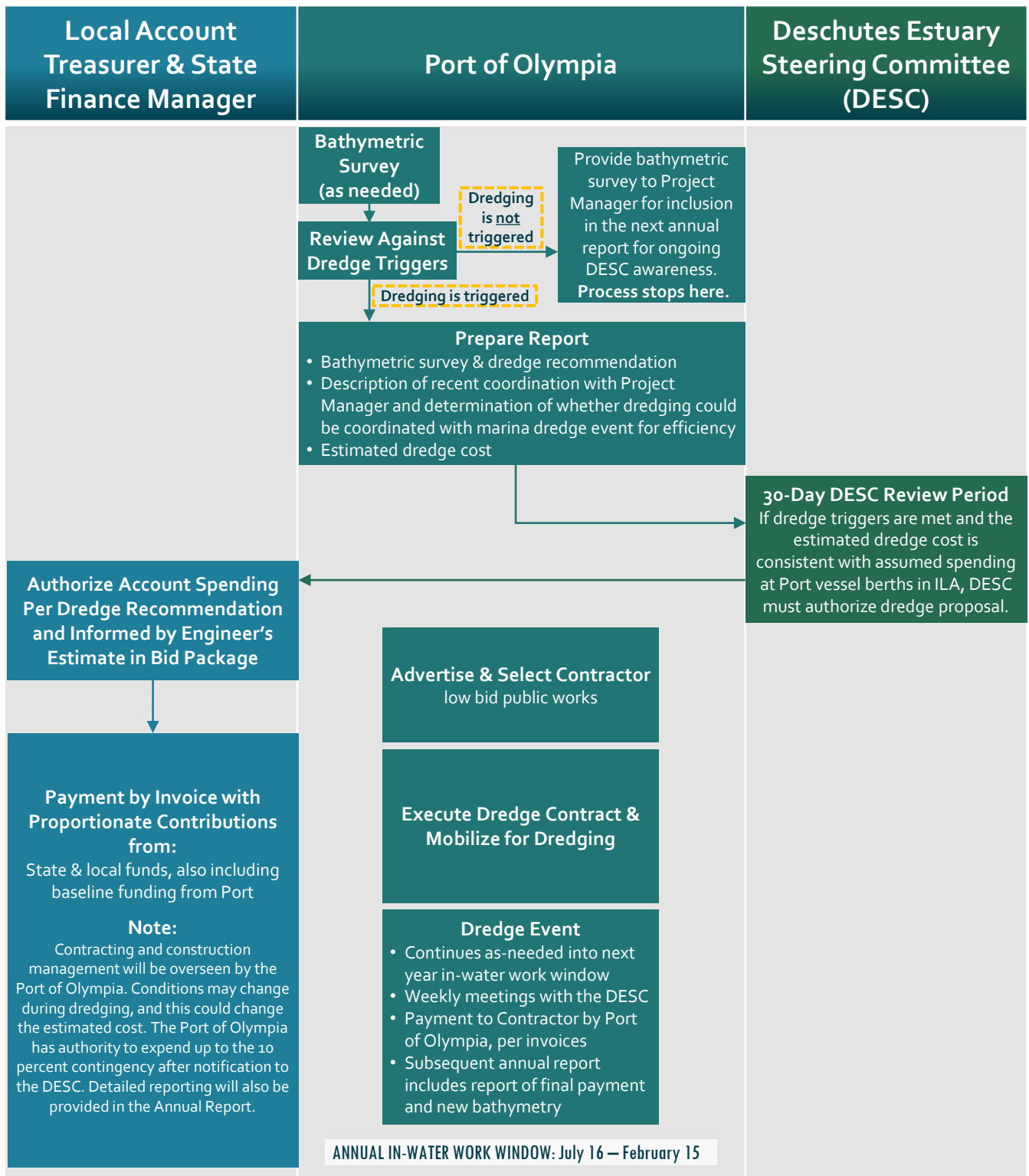


## Representative Annual Coordination Process & Marina Dredging Coordination





## Representative Coordination Process for Port Vessel Berth Dredging



### Exhibit 3. Recommended Sediment Management Allocations

The values in this table are based on planning-level cost estimates and are provided in 2022 dollars.

The allocations and associated cost estimates are provided for the term of the FGWG agreement only – through 2050.

This table of recommended allocations provides and equalizes the recommended allocations for Sediment Management across the FGWG. It recognizes that: (1) all parties benefit from estuary restoration and/or Sediment Management and (2) that differences in the magnitude of benefits cannot be mathematically derived but that the Project would be beneficial to each entity. Importantly, the City of Olympia is shown in an increased capacity from the remaining FGWG members given that the working waterfront and recreational boating infrastructure exists within the city limits and is adjacent to downtown Olympia, and arguably, the City of Olympia may derive the most direct benefits.

Entity <sup>(i, ii)</sup>	Allocation % for Maintenance Dredging of Increased Sediment from Estuary Alternative <i>(above No Action Alternative)</i>	Cost Estimate for Maintenance Dredging Equivalent to No Action Alternative <sup>(iii)</sup>	Cost Estimate for Maintenance Dredging of Increased Sediment from Estuary Alternative <i>(above No Action Alternative)</i> <sup>(iv)</sup>	Total Cost Estimate for Sediment Management <i>(No Action Alternative + Increased Maintenance Dredging from Estuary Alternative)</i>	Estuary Construction + Total Sediment Management	Allocation % Total <i>(Estuary Construction + Sediment Management)</i>
Olympia	~23.1%	\$0	\$4,297,000	\$4,297,000	\$4,297,000	2%
LOTT	~15.4%	\$0	\$2,865,000	\$2,865,000	\$2,865,000	1%
Port	~15.4%	\$362,000	\$2,865,000	\$3,227,000	\$3,227,000	1%
Tumwater	~15.4%	\$0	\$2,865,000	\$2,865,000	\$2,865,000	1%
Marinas	0.0%	\$5,800,000	\$0	\$5,800,000	\$5,800,000	2%
Thurston County	~15.4%	\$0	\$2,865,000	\$2,865,000	\$2,865,000	1%
State	~15.4%	\$0	\$2,865,000	\$2,865,000	\$249,545,000	92%
Squaxin Island Tribe	0.0%	\$0	\$0	\$0	\$0	0%
	<b>~100.0%</b>	<b>\$6,162,000</b>	<b>\$18,622,000</b>	<b>\$24,784,000</b>	<b>\$271,464,000</b>	<b>100%</b>

#### Notes:

- i All values included in this table are represented in 2022 dollars and may use rounded values. An annual inflationary rate is to be included in each Party's annual payment of allocated Sediment Management funding; those inflation costs are not reflected in this table (refer to Exhibit 4). All values reflect planning-level cost estimates based on conceptual design (see Section 10). Parties shall be responsible for their own overhead and "soft costs" associated with their obligations under this Agreement.
- ii The total cost for Sediment Management represented in this table assumes removal of the 5<sup>th</sup> Avenue Dam occurs in 2033, which is the soonest that phased dam removal could begin—through 2050, which is the end date of the existing agreement. Based on hydrodynamic and sediment transport numerical modeling conducted for the EIS, maintenance dredging is assumed to occur at an approximate 6-year frequency, resulting in an estimated three dredge events in the 18-year duration between 2033 and 2050. These planning level costs reflect these assumed dredging events.

Delays in 5<sup>th</sup> Avenue Dam removal would reduce the duration assumed by this Agreement within which sediment conditions in West Bay have changed from existing conditions. If removal of the 5<sup>th</sup> Avenue Dam is delayed (particularly if the delay is long enough to eliminate an assumed dredge event), the total cost estimates for Sediment Management provided herein could be adjusted. In that scenario, adjustments in the total cost of Sediment Management will be reflected in the total costs allocated to each Party, but not the percentage allocation of each Party.

Each Party's annual payment is determined by dividing the member's total allocated Sediment Management costs (escalated) for the initial term of the Agreement by the number of years (partial years count as a full year) remaining in the initial agreement term of the Agreement at the time of the payment's deposit. The number of years used to determine the annual payment is dependent upon the State's receipt of construction funding to remove the 5th Avenue Dam. Each FGWG member is responsible for its annual allocated costs; however, they may divide over the initial term of the Agreement, as is described in Section 10.2, Sediment Management Cost Allocation and Annual Payment Estimates, of the Agreement. These costs assume that the Port of Olympia (Port) will have already dredged

existing contaminated sediment and has reestablished authorized depths in West Bay. That dredging of contaminated accumulated sediment is not associated with this Project, and those costs are not included in the costs represented here. The planned Port dredging of contaminated sediments is also expected to allow the future dredged material to be disposed of in-water.

The planning-level costs presented herein assume in-water disposal of dredged material. The maintenance dredging costs would significantly increase if dredged material were determined not suitable for in-water disposal.

Bathymetric surveys would be conducted to adjust dredging events to actual environmental conditions (surveys would occur annually at the marinas, at a minimum). These tables do not include costs for the annual bathymetric surveys. Costs associated with design and permitting (and associated efforts) are not included in these tables either, and they are currently assumed to be an in-kind contribution from the State as outlined in Table 1 of Section 8.3.

The last year of existing leases with the marinas in West Bay is 2050; these estimates align with that timeline and do not speculate about continued maintenance dredging past that time, potential new funding sources or different shared agreements, or potential marina decisions to relocate.

- iii This represents the estimated non-project costs associated with dredging impacted areas of West Bay based on sedimentation rates and patterns modeled for the No Action Alternative, assuming a formal dredging program with the same dredging triggers as defined for the Estuary Alternative. Numerical modeling shows that approximately 65% of the sediment would be dredged from the Federal Navigation Channel and turning basin; funding for that dredging is the responsibility of the U.S. Army Corps of Engineers (USACE). USACE-provided funding (for dredging equivalent to the No Action Alternative, or for increased Sediment Management under the Estuary Alternative, as described below) has not been included in this table at the request of the Parties. USACE funding for dredging is a critical component of maintaining navigation in West Bay.
- iv These costs reflect the increased Sediment Management costs beyond those that would be incurred by others under the No Action Alternative to avoid significant impacts to navigation in West Bay. Dredging in the FNC and turning basin, including additional dredging requirements resulting from the Project, is the responsibility of USACE and those costs are not included. Maintenance dredging needs equivalent to the No Action Alternative in impacted areas of West Bay would continue to be the responsibility of the Port, the marinas, and USACE; additional dredging requirements shown in this estimate resulting from the Project would be the shared responsibility of members of the Parties.

## Exhibit 4. Estimated Annual Payment Schedule

Dredge Cost (Escalated at 4.5%)	Year	Olympia	LOTT	Port	Tumwater	Marinas	Thurston County	State <sup>c</sup>	Squaxin	
Allocation % (Increased Sediment) <sup>a</sup>		23.1%	15.4%	15.4%	15.4%	0.0%	15.4%	15.4%	0.0%	
Allocation % (Baseline + Increased Sediment) <sup>b</sup>		17.3%	11.6%	13.0%	11.6%	23.4%	11.6%	11.6%	0.0%	
	1	2022								
	2	2023								
	3	2024								
	4	2025								
	5	2026								
Payment begins	6	2027	\$ 276,000	\$184,000	\$207,000	\$184,000	TBD	\$184,000	\$184,000	\$0
	7	2028	\$ 288,000	\$192,000	\$217,000	\$192,000		\$192,000	\$192,000	
	8	2029	\$ 301,000	\$201,000	\$226,000	\$201,000		\$201,000	\$201,000	
	9	2030	\$ 315,000	\$210,000	\$237,000	\$210,000		\$210,000	\$210,000	
	10	2031	\$ 329,000	\$219,000	\$247,000	\$219,000		\$219,000	\$219,000	
	11	2032	\$ 344,000	\$229,000	\$258,000	\$229,000		\$229,000	\$229,000	
	12	2033	\$ 359,000	\$240,000	\$270,000	\$240,000		\$240,000	\$240,000	
	13	2034	\$ 376,000	\$250,000	\$282,000	\$250,000		\$250,000	\$250,000	
	14	2035	\$ 393,000	\$262,000	\$295,000	\$262,000		\$262,000	\$262,000	
	15	2036	\$ 410,000	\$274,000	\$308,000	\$274,000		\$274,000	\$274,000	
Dredge 1	16	2037	\$ 429,000	\$286,000	\$322,000	\$286,000		\$286,000	\$286,000	
\$12,099,000	17	2038	\$ 448,000	\$299,000	\$336,000	\$299,000		\$299,000	\$299,000	
	18	2039	\$ 468,000	\$312,000	\$352,000	\$312,000		\$312,000	\$312,000	
	19	2040	\$ 489,000	\$326,000	\$367,000	\$326,000		\$326,000	\$326,000	
	20	2041	\$ 511,000	\$341,000	\$384,000	\$341,000		\$341,000	\$341,000	
	21	2042	\$ 534,000	\$356,000	\$401,000	\$356,000		\$356,000	\$356,000	
Dredge 2	22	2043	\$ 558,000	\$372,000	\$419,000	\$372,000		\$372,000	\$372,000	
\$33,761,000	23	2044	\$ 583,000	\$389,000	\$438,000	\$389,000		\$389,000	\$389,000	
	24	2045	\$ 610,000	\$406,000	\$458,000	\$406,000		\$406,000	\$406,000	
	25	2046	\$ 637,000	\$425,000	\$478,000	\$425,000		\$425,000	\$425,000	
	26	2047	\$ 666,000	\$444,000	\$500,000	\$444,000		\$444,000	\$444,000	
	27	2048	\$ 696,000	\$464,000	\$522,000	\$464,000		\$464,000	\$464,000	
Dredge 3	28	2049	\$ 727,000	\$485,000	\$546,000	\$485,000		\$485,000	\$485,000	
\$20,518,000	29	2050	\$ 760,000	\$507,000	\$571,000	\$507,000		\$507,000	\$507,000	
Estimated Total Escalated Contribution Through the ILA Term <sup>d</sup>										
\$66,374,000			\$11,508,000	\$7,673,000	\$ 8,643,000	\$7,673,000	\$15,534,000	\$7,673,000	\$ 7,673,000	\$0

## Notes:

- a/ This allocation percent reflects the distribution of maintenance dredging costs for increased sediment management above the No Action Alternative across ILA Parties, as shown in Attachment 1 to the MOU.
- b/ This allocation percent reflects the distribution of total costs for managing sediment including the cost estimate for maintenance dredging equivalent to No Action Alternative and the cost estimate for maintenance dredging costs for increased sediment management, above the No Action Alternative.
- c/ The state may provide its payment as a lump sum contribution in the year of the dredge events, consistent with and not to exceed its allocated percent of actual costs.
- d/ The estimated total escalated contribution is calculated in two steps. First the cost of each dredge event is escalated from 2022 dollars (as reported in the EIS) at 4.5% per year and then summed to arrive at the total cost of sediment management over the ILA term. Annual payments are then calculated by apportioning the total escalated costs to each party using the allocation percentages that reflect baseline and increased sediment management, as described in footnote b above.



## Attachments

## ATTACHMENT 1

### Fifth Avenue Bridge and Infrastructure Agreement

State of Washington and City of Olympia

This Fifth Avenue Bridge and Infrastructure Agreement (“5<sup>th</sup> Avenue Bridge Agreement”) is by and between the State of Washington (State), acting by and through the Department of Enterprise Services, (DES) and the City of Olympia (“Olympia”), and is subsidiary to the Interlocal Agreement (ILA) entered into on *Date of Last Signature*, by DES, Olympia, the Squaxin Island Tribe (Tribe), the County of Thurston (County), the City of Tumwater (Tumwater), the Port of Olympia (Port), and the LOTT Clean Water Alliance (LOTT). Collectively, the parties to the ILA shall be referred to as the “ILA Parties.” DES and Olympia shall be referred to herein using their defined names.

Capitalized terms in this 5<sup>th</sup> Avenue Bridge Agreement shall have the meanings given to them in the ILA.

#### RECITALS

- A. In 2022, after approximately four years of study, DES issued a final Environmental Impact Statement (EIS) identifying the Estuary Alternative as the preferred long-term plan for management of the area of Capitol Lake. The Estuary Alternative involves removing the existing 5<sup>th</sup> Avenue Dam, restoring tidal flats and marsh habitat in the Capitol Lake basin, constructing and transferring physical assets to local entities, and long-term Sediment Management of navigational areas in the West Bay of Budd Inlet. The work described in the Estuary Alternative and the ILA is referred to as “the Project.”
- B. The ILA Parties, acting pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, have entered into an ILA dated *Date of Last Signature* governing Sediment Management.
- C. As recognized in the ILA, the State, acting through DES, shall fund, design, and construct estuary restoration and specific physical assets, provided that DES will cooperate with each entity receiving a specific physical asset in accordance with auxiliary agreements between DES and each receiving entity.
- D. Among the physical assets to be constructed and transferred as part of the Project is a new 5<sup>th</sup> Avenue Bridge spanning the main channel of the Deschutes River immediately to the south of the existing 5<sup>th</sup> Avenue Bridge, which will be removed. The new 5<sup>th</sup> Avenue Bridge will connect to the existing 5<sup>th</sup> Avenue at Simmons Street NW on the east side of the Deschutes River; on the western side, Olympic Street W will be reconfigured between Deschutes Parkway SW and the existing roundabout at 4<sup>th</sup> Avenue. The reconfigured roadway is part of the asset transfer to Olympia. All references to the new 5<sup>th</sup> Avenue Bridge in this 5<sup>th</sup> Avenue Bridge Agreement includes the reconfigured roadway.

- E. This 5<sup>th</sup> Avenue Bridge Agreement is subsidiary to the ILA, and sets forth the agreement between DES and Olympia regarding general principles related to design of the new 5<sup>th</sup> Avenue Bridge, removal of the existing 5<sup>th</sup> Avenue Bridge and transfer of a new 5<sup>th</sup> Avenue Bridge after construction.
- F. DES and Olympia recognize that the new 5<sup>th</sup> Avenue Bridge is currently in preliminary design stage, and that this 5<sup>th</sup> Avenue Bridge Agreement will be supplemented or superseded by a subsequent conveyance agreement, consistent with the general principles set forth herein, providing further details regarding the design, construction, transfer and future operations of the new 5<sup>th</sup> Avenue Bridge.

#### **AGREEMENT**

In consideration of the mutual promises, covenants, and conditions in this 5<sup>th</sup> Avenue Bridge Agreement and in the ILA, DES and Olympia agree as follows:

1. **Intent.**

DES and Olympia shall work together in good faith, with specific areas of responsibility as outlined in this 5<sup>th</sup> Avenue Bridge Agreement, to design, build, and transfer the new 5<sup>th</sup> Avenue Bridge.

The new 5<sup>th</sup> Avenue Bridge shall be designed in accordance with the agreed design goals that have been identified by DES and Olympia as set forth below in Table 1.

**Table 1—City of Olympia Design Goals**

<ul style="list-style-type: none"> <li>• <b>Design for minimal maintenance</b> <ul style="list-style-type: none"> <li>○ Focus on a single bridge structure (not two structures or a continuous separation, but a short separation for a small portion of bridge is acceptable)</li> <li>○ Avoid designs with double-maintenance responsibilities (e.g., two continuous sets of railings, two sets of curbs.)</li> </ul> </li> <li>• <b>Prioritize pedestrian safety</b> <ul style="list-style-type: none"> <li>○ <b>Maintain natural sight lines between vehicles and pedestrians for improved safety and to avoid a pedestrian experience of feeling isolated</b></li> <li>○ <b>Create a meaningful buffer to separate pedestrians and vehicles. This can be through increased width of the pedestrian space, physical barriers (like landscape buffers), or raising/lowering elevations. The buffer reduces noise and proximity to traffic.</b></li> </ul> </li> <li>• <b>Create larger space for pedestrians/programming on south side of vehicular bridge</b> <ul style="list-style-type: none"> <li>○ <b>Bump-out locations for pause, seating, viewing – supportive of plaza idea, expansive space for programming</b></li> <li>○ <b>Supportive of a design that is considered transformational</b></li> <li>○ <b>Supportive of low-maintenance railing system that does not impede views</b></li> </ul> </li> <li>• <b>Provide some level of design consistency with the 4<sup>th</sup> Avenue Bridge. Also, 5<sup>th</sup> Avenue can be a “continuation on the design spectrum” but should have some similarities to 4<sup>th</sup> Avenue.</b></li> <li>• <b>Consider bridge affordability, which will require a design that is inspiring enough to attract funding, but not so expensive that the full funding can never be obtained.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Design to reflect the grandeur of the Project, Capitol Campus</li> <li>• Create opportunities to engage with the natural environment</li> <li>• Design elements to support natural resource function</li> <li>• Integrate Squaxin Island Tribal histories (through art, interpretive signage) and representation of other histories where possible</li> <li>• Create a cohesive experience with the area context (Downtown Olympia, Heritage Park, Marathon Park, Capitol Campus, etc.) – inform and be informed by this area context</li> </ul>
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\* Bold font indicates elements included in both Olympia’s and DES’s Community design goals.

2. DES-Led Bridge Design and Community Involvement

- a. DES shall be responsible for the design of the new 5<sup>th</sup> Avenue Bridge and shall consult with representatives of Olympia throughout the design process to ensure the new 5<sup>th</sup> Avenue Bridge meets the intent set forth above.
- b. DES shall advance the 5<sup>th</sup> Avenue Bridge design from the concept drawing provided to Olympia in July 2024 for review and comment.
- c. DES shall be responsible for community involvement regarding the new 5<sup>th</sup> Avenue Bridge design and construction processes. DES shall consult with Olympia in the development of the community engagement plan (the scope and

included elements of which are tied to available funding), and the process implemented by DES shall meet or exceed Olympia's requirements regarding community involvement for similar facilities and based on available funding. The intent of the community engagement plan is to incorporate input from the community into the bridge design, where appropriate, and to work toward a community-supported bridge design.

- d. After the community engagement activities regarding the 5<sup>th</sup> Avenue Bridge are complete, DES shall report to Olympia the primary themes and requests from the community and shall identify whether those requests meet the design goals as provided in Table 1 above, and whether the requests can or should be incorporated into the bridge design.

### 3. Olympia Coordination Responsibilities

Olympia shall remain integrated into the new 5<sup>th</sup> Avenue Bridge design process. At a minimum, Olympia shall:

- a. Participate in design meetings with DES, up to monthly throughout the design process so that feedback can be received in real time.
- b. Review the formal design deliverables concurrent with DES to ensure that bridge design remains consistent with Olympia design standards and long-term management and maintenance goals.
- c. Provide design feedback through other channels, as needed. There are several components of the bridge and roadway design that will benefit from a broad range of Olympia input. For example, the bridge height above water will be determined by design requirements for climate resiliency, clearance for recreational vessels on the restored estuary, grade restrictions to support bike and pedestrian movements in this corridor, etc. Olympia shall support coordination across city departments, as needed, on these interdisciplinary design topics, and provide timely input and responses back to DES.

### 4. Bridge Funding and Construction

- a. DES shall be responsible for securing construction funding and overseeing construction of the Project, including the new bridge and roadway. For this reason, during the design process, DES shall have authority over decisions that materially impact Project costs but will consider input from Olympia given that all design decisions have a cost component. DES will seek to balance Olympia interests in bridge type and aesthetics with likely funding outcomes.
- b. DES and Olympia acknowledge that construction funding is not yet secured and will require significant investment from the State and federal governments. DES and Olympia commit to jointly pursuing State and federal grant funding, where appropriate. Olympia shall also take all needed steps to support joint pursuit of grant funding, including listing of the Project in its Capital Improvement Plans and other long-range planning documents.

- c. DES and Olympia shall work together to determine the acceptable level of construction-related disruption and shall receive input from the community regarding these impacts. DES will implement reasonable avoidance or mitigation measures, as agreed to with Olympia, to minimize impacts to the transportation network as a result of construction.
- 5. DES shall be the contracting party for and shall manage all contracts related to removal of the existing 5<sup>th</sup> Avenue Bridge and the design and construction of the new 5<sup>th</sup> Avenue Bridge.
- 6. Bridge Turnover and Long-Term Maintenance and Operation  
 Upon completion, DES shall transfer ownership of the new 5<sup>th</sup> Avenue Bridge to Olympia and Olympia shall accept such transfer. After transfer, Olympia shall bear all operation and maintenance costs and responsibilities and shall be responsible for all risk of loss. The transfer will be accomplished by subsequent legal instrument consistent with this 5<sup>th</sup> Avenue Bridge Agreement.
- 7. Replaced Olympia Utilities
  - a. Olympia owns and maintains utilities in the area expected to be affected by construction of the Project. Any Olympia utilities affected by the Project, either existing or new, will be replaced with the same service or better.
  - b. DES will consult with representatives of Olympia to ensure design and replacement of Olympia's utilities meet Olympia design requirements.
  - c. DES shall work in good faith with Olympia to minimize interruptions in service in accordance with relevant Olympia guidance regarding timing and length of service outages, and other agreements regarding allowable disruptions during construction.
- 8. Funding
  - a. DES and the State shall provide all funding for design and construction of a new 5<sup>th</sup> Avenue Bridge.
  - b. After transfer of the new 5<sup>th</sup> Avenue Bridge to Olympia, Olympia shall provide all funding for operation and maintenance of the new 5<sup>th</sup> Avenue Bridge.
  - c. DES and Olympia shall each be responsible for their own overhead and internal costs related to carrying out their respective responsibilities under this 5<sup>th</sup> Avenue Bridge Agreement.
- 9. Termination  
 This 5<sup>th</sup> Avenue Bridge Agreement may not be terminated by either party.
- 10. Section 12 (Administrative) of the ILA shall apply to the extent feasible.

SIGNATURES

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Mark Barber, City Attorney  
City of Olympia

Date

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Steven J. Burney, City Manager  
City of Olympia

Date

## ATTACHMENT 2

### South Basin Boardwalk and Related Infrastructure Agreement

State of Washington and City of Tumwater

This Boardwalk and Related Infrastructure Agreement (“Boardwalk Agreement”) is by and between the State of Washington (State) acting by and through the Department of Enterprise Services, (“DES”) and the City of Tumwater (“Tumwater”), and is subsidiary to the Interlocal Agreement (ILA) entered into on *Date of Last Signature*, by DES, Tumwater, the Squaxin Island Tribe (Tribe), the County of Thurston (County), the City of Olympia (Olympia), the Port of Olympia (Port), and the LOTT Clean Water Alliance (LOTT). Collectively, the parties to the ILA shall be referred to as the “ILA Parties.” DES and Tumwater shall be referred to herein using their defined names.

Capitalized terms not specifically defined in this Boardwalk Agreement shall have the meanings given to them in the ILA.

#### RECITALS

- A. In 2022, after approximately four years of study, DES issued a final Environmental Impact Statement (EIS) identifying the Estuary Alternative as the preferred long-term plan for management of the area of Capitol Lake. The Estuary Alternative involves removing the existing 5<sup>th</sup> Avenue Dam, restoring tidal flats and marsh habitat in the Capitol Lake basin, constructing and transferring physical assets to local entities, and long-term Sediment Management of navigational areas in the West Bay of Budd Inlet. The work described in the Estuary Alternative and the ILA is referred to as “the Project.”
- B. The ILA Parties, acting pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, have entered into an ILA dated *Date of Last Signature* governing Sediment Management.
- C. As recognized in the ILA, the State, acting through DES, shall fund, design, and construct estuary restoration and specific physical assets provided that DES will cooperate with each entity receiving a specific physical asset in accordance with subsidiary agreements between DES and the receiving entity.
- D. Among the physical assets to be constructed and transferred as part of the Project are new boardwalks, pathways, and related infrastructure (collectively “South Basin Boardwalks”) that will connect to and extend the existing trail system in Tumwater Historical Park that is owned and maintained by Tumwater.
- E. This Boardwalk Agreement is subsidiary to the ILA and sets forth the agreement between DES and Tumwater as to general principles related to the design, construction, and transfer of the South Basin Boardwalks.



- F. Tumwater and DES recognize that Project construction plans for the South Basin Boardwalks are in a preliminary, conceptual design phase, and this Boardwalk Agreement will be supplemented and/or superseded by a subsequent conveyance agreement, consistent with the general principles set forth herein, providing details regarding the design, construction, transfer, and future operations of the South Basin Boardwalks and underlying real property.

### AGREEMENT

In consideration of the mutual promises, covenants, and conditions in this Boardwalk Agreement and in the ILA, DES and Tumwater agree as follows:

1. Intent.

DES and Tumwater shall work together in good faith, with specific areas of responsibility as outlined in this Boardwalk Agreement, to design new boardwalks within the South Basin of Capitol Lake, adjacent to the Tumwater Historical Park, in accordance with design goals set forth in the June 2024 Basis of Design. The design goals were developed through coordination and consultation between DES and Tumwater at the onset of the design process.

2. DES-Led Boardwalk Design and Community Involvement

- a. DES shall be responsible for the design of the South Basin Boardwalks.
- b. At minimum, design of the South Basin Boardwalks shall be consistent with the following:
  - i. Pedestrian facilities shall be enhanced from current conditions and shall include links to existing and planned boardwalks, pathways, and other infrastructure in Tumwater Historical Park.
  - ii. Recreational and viewing opportunities shall be enhanced and consistent with the overall Project goals.
  - iii. The location, design, materials, construction, and specifications for the South Basin Boardwalks shall meet or exceed all Tumwater requirements applicable to such facilities.
- c. DES shall be responsible for community involvement regarding the South Basin Boardwalk design and construction processes. The community engagement implemented by DES shall meet or exceed Tumwater's requirements regarding community involvement for similar facilities. The intent of community engagement is to incorporate input from the community into the South Basin Boardwalk design or layout, where appropriate. After community engagement activities regarding the South Basin Boardwalks are complete, DES shall report to Tumwater the primary themes and requests from the community and shall identify whether or not those requests meet the design goals as outlined in the

June 2024 Basis of Design, and whether or not the requests can or should be incorporated into the boardwalk design.

### 3. Tumwater Coordination Responsibilities

Tumwater shall remain integrated into the South Basin Boardwalk design process in the following ways, at minimum:

- a. Participate in design meetings with DES, as needed, throughout the design process so that feedback can be received in real time.
- b. Review the formal design deliverables concurrent to DES to ensure that the South Basin Boardwalk design is consistent with Tumwater design standards and long-term management and maintenance goals.

### 4. Boardwalk Funding and Construction

- a. DES shall be responsible for permitting and construction of the South Basin Boardwalks.
- b. DES shall be responsible for securing construction funding and overseeing design, permitting and construction of the Project, including the South Basin Boardwalks. For this reason, during the design process, DES shall have authority over decisions that materially impact Project costs but will incorporate input from the Tumwater given that all design decisions have a cost component that will impact not only construction but operation and maintenance costs and longevity.
- c. DES and Tumwater acknowledge that construction funding is not yet secured and will require significant investment from the State and federal governments. DES and Tumwater commit to jointly pursuing State and federal grant funding where appropriate.
- d. DES and Tumwater shall work together to determine the acceptable level of construction-related disruption in Tumwater Historical Park, and if needed, can receive input from the community regarding these impacts. DES shall take all reasonable actions to minimize impacts and disruption to Park operations and shall restore any Park facilities damaged by Project activities to a condition equal to or better than those existing prior to commencement of the Project.
- e. DES shall be the contracting party for and shall manage all contracts related to design and construction of the South Basin Boardwalks. Each DES contract for design and construction of the South Basin Boardwalks shall include a minimum of one-year warranty from the design professional or contractor that meets all DES and Tumwater contracting requirements and is consistent with similar Tumwater projects that can and will be transferred to Tumwater.

### 5. Boardwalk Turnover

Upon completion, DES shall transfer ownership of the South Basin Boardwalks to Tumwater, and Tumwater shall accept such transfer. Upon transfer, Tumwater shall have exclusive control of the South Basin Boardwalks, shall bear all maintenance costs and

responsibilities for the South Basin Boardwalks, and shall have all risk of loss related to the South Basin Boardwalks. The transfer will be accomplished by subsequent legal instrument acceptable to DES and to Tumwater consistent with this Boardwalk Agreement.

6. Funding

As noted above, the following funding provisions shall apply:

- a. DES, and the State, shall provide all funding for the design and construction of the South Basin Boardwalks.
- b. After transfer of the South Basin Boardwalks, Tumwater shall provide all funding for operation and maintenance of the South Basin Boardwalks.
- c. DES and Tumwater shall each be responsible for their own overhead and internal costs related to carrying out their respective responsibilities under this Boardwalk Agreement.

7. Termination

This Boardwalk Agreement may be terminated by Tumwater at any time prior to the beginning of construction of the South Basin Boardwalks. After construction commences, Tumwater shall be obligated to accept transfer of the South Basin Boardwalks; provided, however, that upon transfer of the South Basin Boardwalks, Tumwater shall have exclusive control over the Boardwalks, up to and including the authority at its own expense to alter or remove the Boardwalks.

- 8. Section 12 (Administrative) of the ILA shall apply to the extent feasible.

SIGNATURES

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Debbie Sullivan, Mayor Date  
 City of Tumwater

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Karen Kirkpatrick, City Attorney Date  
 City of Tumwater

### ATTACHMENT 3

#### PORT OF OLYMPIA DREDGING ADDENDUM TO ILA

This Port of Olympia Dredging Addendum (“Port Addendum”) is incorporated into and part of the Interlocal Agreement (ILA) by and among the State of Washington (State) acting by and through the Department of Enterprise Services, (“DES”), the Squaxin Island Tribe (Tribe), the County of Thurston (County), the City of Olympia (Olympia), the City of Tumwater (Tumwater), the LOTT Clean Water Alliance (“LOTT”), and the Port of Olympia (Port). Collectively, the parties to the ILA shall be referred to as the “ILA Parties.” DES and the Port shall be referred to herein using their defined names.

Capitalized terms not specifically defined in this Port Addendum shall have the meanings given to them in the ILA.

#### **BACKGROUND**

- A. In 2022, after approximately four years of study, DES issued a final Environmental Impact Statement (EIS) identifying the Estuary Alternative as the preferred long-term plan for management of the area of Capitol Lake. The Estuary Alternative involves removing the existing 5<sup>th</sup> Avenue Dam and Bridge, restoring tidal flats and marsh habitat in the Capitol Lake basin, constructing and transferring physical assets to local entities, and long-term Sediment Management of navigational areas in the West Bay of Budd Inlet. The work described in the Estuary Alternative and the ILA is referred to as “the Project.”
- B. The ILA Parties, acting pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, have entered into an ILA dated **Date of Last Signature** governing Sediment Management in the West Bay of Budd Inlet.
- C. As recognized in the ILA, the Port has independent authority and responsibility to conduct dredging to maintain authorized water depths in the Port’s vessel berths and under this ILA, is entitled to use funding from the ILA accounts (State and Local accounts, however denominated). The Port is also the local sponsor for coordination with the U.S. Army Corps of Engineers (USACE) for dredging in the Federal Navigation Channel (FNC) and Turning Basin; dredging in the FNC and Turning Basin would be funded by USACE.
- D. This Port Addendum to the ILA sets forth the responsibilities and processes related to the Port’s maintenance dredging within the Port vessel berths.

## PORT VESSEL BERTH DREDGING

The review process for Port-led maintenance dredging in Port vessel berths using funding from the ILA Parties, described below, is based on the following assumptions and agreements regarding process:

### 1. Assumptions

- a. Maintenance dredging equivalent to the EIS' No Action Alternative in impacted areas of the Port's vessel berths will continue to be the responsibility of the Port; additional dredging requirements resulting from the Project (above the No Action Alternative), will be the shared responsibility of the ILA Parties (including the Port).
- b. Based on numerical modeling completed for the Project, maintenance dredging within the Port's vessel berths is estimated to occur at a frequency of once every 12 years, which is expected to result in one dredge event during the term of the ILA.

### 2. Process and Responsibilities

The Port shall work in good faith with the Deschutes Estuary Steering Committee (DESC), the Project Manager, the State Finance Manager, and the Local Party Treasurer to coordinate dredging efforts at the marinas, if mutually desirable and feasible, and within the Port's vessel berths. As a condition of accessing ILA funds for dredging in Port's vessel berths, the Port agrees that it shall:

- Serve as project manager for maintenance dredging within the Port's vessel berths.
- Be responsible for bathymetric survey, design, permitting, and contract management for maintenance dredging within the Port's vessel berths during the term(s) of the ILA and provide the bathymetric survey results to the Project Manager and the DESC.
- Continue to serve as the local sponsor for USACE-funded maintenance dredging in the federal navigation channel and turning basin.
- Report to the DESC when Port bathymetric survey(s) indicates significant adverse impacts (i.e., dredge triggers, as defined in the ILA) are likely to occur and dredging within the Port's vessel berths is needed to avoid such significant adverse impacts.
- Prepare a Dredging Plan for DESC review, which must include but is not limited to the following:
  - Bathymetric survey results
  - Dredge recommendations and summary descriptions indicating significant adverse impacts are likely to occur and dredging within the Port's vessel berths is recommended to avoid such significant adverse impacts (i.e., dredge triggers, as defined in the ILA)
  - Adaptive management measures employed (if applicable)

- Description of coordination with the DES Project Manager and determination of whether dredging could be coordinated with a marina dredge event for cost efficiency
- Estimated dredge cost to restore authorized dredge depths in the Port’s vessel berths
- Organize and facilitate weekly meeting(s) with, or provide weekly updates to, the Project Manager and/or the DESC during maintenance dredging within the Port’s vessel berths. If and as applicable, notify the DESC of changed conditions that impact cost or the maintenance dredging plan.
- Contract with and provide payment to the Contractor during maintenance dredging of the Port’s vessel berths using authorized funding from the Local and State accounts (which includes Port contribution for baseline dredging as would occur under a No Action Alternative). Payment shall not exceed the base cost plus 10 percent contingency without prior coordination and approval from the DESC.
- Prepare and submit to the DESC a post-dredging report after each Port dredge event that includes a summary of final dredging cost to the Local Party Treasurer each year (records of receipts and expenditures).

3. Funding

- a. The estimated cost within the ILA to complete one maintenance dredging event within the Port’s vessel berth (as assumed in the ILA) is \$1,345,896. This includes a contribution from the ILA Parties (including the Port) of \$983,540 for increased maintenance dredging that would occur as a result of DES implementing the Estuary Alternative, and an additional contribution from the Port of \$362,356 for dredging costs that would have been incurred under the No Action Alternative. The values provided herein are stated in 2022 dollars, consistent with Attachment 1 of the ILA, and have not been escalated.
- b. A not to exceed amount of \$1,345,896 (escalated as appropriate, consistent with escalation applied across the ILA) shall be authorized to the Port from the total funds available once the DESC authorizes the Dredging Plan for dredging in the Port’s vessel berths (and as informed by the Engineer’s Estimate).

SIGNATURE

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Alex Smith, Executive Director  
Port of Olympia

Date

## ATTACHMENT 4

### LOTT Utility Agreement

State of Washington and LOTT Clean Water Alliance

This LOTT Utility Agreement (“Utility Agreement”) is by and between the State of Washington acting by and through the Department of Enterprise Services, (DES) and the LOTT Clean Water Alliance (“LOTT”), and is subsidiary to the Interlocal Agreement (ILA) entered into on **Date of Last Signature**, by DES, LOTT, the Squaxin Island Tribe (Tribe), the County of Thurston (County), the City of Olympia (Olympia), the City of Tumwater (Tumwater), and the Port of Olympia (Port). Collectively, the parties to the ILA shall be referred to as the “ILA Parties.” DES and LOTT shall be referred to herein using their defined names.

Capitalized terms not specifically defined in this Utility Agreement shall have the meanings given to them in the ILA.

#### **RECITALS**

- A. In 2022, after approximately four years of study, DES issued a final Environmental Impact Statement (EIS) identifying the Estuary Alternative as the preferred long-term plan for management of the area of Capitol Lake. The Estuary Alternative involves removing the existing 5<sup>th</sup> Avenue Dam and Bridge, restoring tidal flats and marsh habitat in the Capitol Lake basin, constructing and transferring physical assets to local entities, and long-term Sediment Management of navigational areas in the West Bay of Budd Inlet. The work described in the Estuary Alternative and the ILA is referred to as “the Project.”
- B. The ILA Parties, acting pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, have entered into an ILA dated **Date of Last Signature** governing Sediment Management.
- C. As recognized in the ILA, the State, acting through DES, shall fund, design, and construct estuary restoration and specific physical assets; provided, that DES will cooperate with each entity receiving a specific physical asset in accordance with auxiliary agreements between DES and each receiving entity.
- D. Any LOTT utilities affected by the Project, either existing or new, shall be collectively referred to as “LOTT Utilities.” LOTT owns and maintains utilities in the area expected to be affected by construction of the Project, including but not limited to:
  - a. 5<sup>th</sup> Avenue Corridor: 20-inch ductile iron sewer force main
  - b. Deschutes Parkway: 20-inch high-density polyethylene (HDPE) reclaimed water line, 22-inch HDPE gravity sewer main, and 20-inch ductile iron sewer force main
  - c. Marathon Park Pedestrian Bridge: 12-inch ductile iron reclaimed water line, 24-inch ductile iron sewer force main, and three 4-inch polyvinyl chloride (PVC) communication conduits

- E. This LOTT Utility Agreement is subsidiary to the ILA and sets forth the agreement between DES and LOTT as to general principles related to LOTT Utility Construction and future operations and maintenance.
- F. LOTT and Olympia recognize that Project plans affecting LOTT Utilities are in a preliminary design phase, and this LOTT Utility Agreement will be supplemented by a subsequent agreement, consistent with the general principles set forth herein, providing details regarding impacts to and transfer and future operations of the LOTT Utilities.

## **AGREEMENT**

In consideration of the mutual promises, covenants, and conditions in this LOTT Utility Agreement and in the ILA, DES and LOTT agree as follows:

### 1. Intent

DES and LOTT shall work together in good faith, with specific areas of responsibility as outlined in this LOTT Utility Agreement, to design and construct replacement utilities that will provide the same service or better. DES and LOTT shall work together to determine allowable disruptions during construction, while balancing reasonable construction means and methods with the need to minimize utility disruptions to service during that process. DES acknowledges these disruptions may be subject to factors outside of LOTT's control, including, but not limited to weather-related flows. The removal of existing LOTT Utilities and the design and construction of new LOTT utilities shall be collectively referred to as LOTT Utility Construction.

### 2. DES Contracting and Project Management

- a. DES shall be the contracting party for and shall manage all contracts related to LOTT Utility Construction.
- b. DES shall work in good faith with LOTT to minimize interruptions in service in accordance with relevant LOTT guidance regarding timing and length of service outages, and other agreements regarding allowable disruptions during construction as may be made through the coordination facilitated through this Utility Agreement.
- c. DES shall ensure LOTT's unrestricted access to the Capitol Lake Pump Station at all times.

### 3. LOTT Utility Design

DES shall consult with representatives of LOTT to ensure replacement LOTT utilities meet the intent set forth above and are consistent with the following standards:

- a. Service shall be equal to or better than current service.
- b. Replaced LOTT Utilities shall be designed to withstand river and tidal flows and have a minimum expected service life of 50 years.



LOTT shall remain integrated into the LOTT Utility design process in the following ways, at minimum:

- a. Participate in design meetings with DES, as needed, throughout the design process so that feedback can be received in real time.
- b. Review the formal design deliverables concurrent to DES to ensure that LOTT Utility design remains consistent with LOTT design standards and long-term maintenance and maintenance goals. Any changes to material, size, or other specification of existing LOTT Utilities must be submitted in advance to, and approved by, LOTT.

4. Damage to LOTT Utilities Prior to Removal and Replacement

LOTT and Olympia shall endeavor to ensure continuous service and to minimize interruptions to LOTT's existing customers. To that end, if LOTT Utilities are damaged to the extent that they are rendered inoperable or service is compromised or impaired by the Project work recognized by this LOTT Utility Agreement in any way prior to their scheduled removal and replacement, it shall be the sole responsibility of DES to repair or restore LOTT Utilities to prior levels of functionality pending their removal and replacement. DES shall not be responsible for repairing or restoring failures of LOTT Utilities that occur prior to their scheduled removal and replacement that are not caused by Project work recognized by this LOTT Utility Agreement.

5. Replaced LOTT Utilities Transfer, Long-Term Maintenance, and Operation

Upon completion of Project construction, DES shall transfer ownership of replacement LOTT Utilities to LOTT, and LOTT shall accept such transfer. Upon transfer, LOTT shall bear all maintenance costs and responsibilities for the replaced LOTT Utilities and shall be responsible for all risk of loss. The transfer will be accomplished by subsequent legal instrument consistent with this LOTT Utility Agreement.

6. Funding

- a. DES, and the State of Washington, shall provide all funding for LOTT Utility Construction.
- b. DES and LOTT acknowledge that construction funding is not yet secured and will require significant investment from the State and federal governments, and will benefit all ILA Parties, including LOTT. DES and LOTT commit to jointly pursuing State and federal grant funding when appropriate.
- c. After transfer of the replaced LOTT utilities, LOTT shall provide all funding for operation and maintenance of the replaced LOTT utilities.
- d. DES and LOTT shall each be responsible for their own overhead and internal costs related to carrying out their respective responsibilities under this LOTT Utility Agreement.

7. Termination

This LOTT Utility Agreement may not be terminated by either party.

8. Section 12 (Administrative) of the ILA shall apply to the extent feasible.

SIGNATURES

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Matthew J. Kennelly, Executive Director  
LOTT

Date

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Tye Menser, Board President  
LOTT

Date