



CITY OF
TUMWATER

**CITY COUNCIL - AMENDED
MEETING AGENDA**

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

**Tuesday, February 18, 2025
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Executive Session:**
 - a. Pending Litigation pursuant to RCW 42.30.110(1)(i)
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council, February 4, 2025
 - [b.](#) Payment of Vouchers (Finance Department)
 - [c.](#) Service Provider Agreement with ICF Jones & Stokes, LLC for Bush Prairie Habitat Conservation Plan Phase 4 (General Government Committee)
 - [d.](#) First Amendment to Service Provider Agreement with the Housing Authority of Thurston County for Tumwater Inn – Affordable Senior Housing (General Government Committee)
 - [e.](#) Interlocal Agreement with Thurston County for Basic Life Support Funding (Public Health and Safety Committee)
 - [f.](#) Settlement Agreement (City Attorney's Office)
- 7. Council Considerations:**
 - [a.](#) Resolution No. R2025-003 appointing a committee in support of Proposition No. 1 (Transportation and Engineering Department)
 - [b.](#) Ordinance No. O2025-007, Amending the 2025 Salary Schedule (Executive Department)
- 8. Committee Reports**
 - a. Public Health and Safety Committee (Peter Agabi)
 - b. General Government Committee (Michael Althausen)
 - c. Public Works Committee (Eileen Swarthout)
 - d. Budget and Finance Committee (Debbie Sullivan)

9. **Mayor/City Administrator's Report**
10. **Councilmember Reports**
11. **Any Other Business**
12. **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 829 5136 2311 and Passcode 156175.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 829 5136 2311 and Passcode 156175.

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_JoC5575dToqrZq9Qx0gDRQ

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, 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 of this meeting will be recorded and posted on our City Meeting page: <https://tumwater-wa.municodemeetings.com>.

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's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@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.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
FEBRUARY 4, 2025 Page 1**

CONVENE: 7:03 p.m.

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

Excused: Councilmembers Joan Cathey and Eileen Swarhout.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Police Chief Jon Weiks, Community Development Department Director Michael Matlock, Water Resources & Sustainability Department Director Dan Smith, IT Department Director Lance Inman, -Deputy Fire Chief Shawn Crimmins, Deputy Community Development Department Director Brad Medrud, Communications Manager Jason Wettstein, and City Clerk Melody Valiant.

SPECIAL ITEMS:

**PROCLAMATION:
BLACK HISTORY
MONTH, FEBRUARY
2025:** Councilmember Von Holtz read the proclamation declaring February 2025 as *Black History Month*. The proclamation called upon the people of the City of Tumwater to celebrate the contributions of African Americans that are central to society, including civic, economic, professional, medical, scientific, military, and artistic excellence.

Mayor Sullivan presented the proclamation to Dr. Thelma Jackson. Dr. Jackson thanked the City for issuing the proclamation in observance of Black History Month. She invited everyone to visit a new museum at the Life Baptist Church, which is open each Saturday afternoon during the month of February. The museum has been in existence for many years but has increased in size and in depth. The museum offers visitors the ability to read, learn, and observe more about Black history within the nation to present day.

Dr. Jackson acknowledged the City’s issuance of a powerful resolution calling out hatred and racism and its commitment to diversity, equity, and inclusion. As a people, it is important to come to grips with what those words mean and who will be standing tall in the face of the attacks the nation is currently experiencing.

PUBLIC COMMENT: There were no public comments.

- CONSENT
CALENDAR:**
- a. Approval of Minutes: City Council Work Session, January 14, 2025
 - b. Approval of Minutes: City Council, January 21, 2025
 - c. Payment of Vouchers
 - d. Resolution No. R2025-002, Adopting the 2025 Fee Resolution
 - e. Grant Agreement with the Department of Ecology for the Beehive Industrial Area Stormwater Retrofit Design Project

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- f. Reappointment of Trent Grantham, Alex Chacon and Brodrick Coval to the Tree Board

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.

COMMITTEE REPORTS:

PUBLIC HEALTH & SAFETY:
Peter Agabi The next meeting is scheduled on Tuesday, February 11, 2025. The agenda includes briefings and consideration of an interlocal agreement with Thurston County for Basic Life Support Funding and the Police Body Camera and In-car Camera Implementation Plan.

GENERAL GOVERNMENT:
Michael Althausser The next meeting is a special meeting on February 18, 2025. The agenda includes a discussion on the Bush Prairie Habitat Conservation Plan and a service provider agreement for Phase 4, an amendment to the service provider agreement for the Housing Authority for Thurston County for a senior housing project, an update on the Climate Element of the Comprehensive Plan, and a discussion of an ordinance for home energy score models.

PUBLIC WORKS:
Eileen Swarhout The meeting on Thursday, February 6, 2025 includes a briefing on the Water System Cost of Service Report and an update on the City’s Utility Assistance Programs.

BUDGET AND FINANCE:
Debbie Sullivan The committee’s meeting on Friday, January 24, 2025 included a discussion on the pass through of credit card fees for community members who utilize the City’s portal payment of utility bills. The committee discussed some implications of the fees as the City incurs approximately \$250,000 each year to use credit cards as opposed to debit cards or acceptance of checks. The committee discussed the future of the fees and deferred the issue to a Council work session. Members received an update on the City’s utility assistance programs. More people have enrolled. Members reviewed the scope of work for the financial planning consultant.

MAYOR/CITY ADMINISTRATOR'S REPORT: City Administrator Parks reported on the Council’s recent authorization for a ballot measure to renew the Transportation Benefit District. The proposal will be included on the April 22, 2025 ballot. As part of the measure, the City is seeking members of the public who may be interested in serving on a committee opposed to the ballot measure or a committee supporting the ballot measure. The task of each committee is to author statements for both for and against for inclusion in the voter’s pamphlet prior to the election. The City does not provide any staff support to the committees with the

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Auditor's Office serving as the point of contact on instructions, specifications, and deadlines for the committee's work. Each committee is comprised of three members. Statements for the voter's pamphlet are due to the Thurston County Auditor's Office by February 28, 2025. Appointment to a committee is through submittal of a letter of interest to the Tumwater City Clerk's Office stating the committee of choice and explaining their respective interest in serving as a member. Deadline for the letters is Tuesday, February 18, 2025 by 1 p.m. by email or fax.

City Administrator Parks updated the Council on the FD Cares Program. Effective January 1, 2025, the City partnered with the Olympia Fire Department to participate in the FD Cares Program. The program provides community assistance, referral, and education services to community members who may be relying on the 911 emergency services system for non-acute services. Staff completed interviews for the FD Cares representative dedicated to Tumwater on a part-time basis. The goal is to fill the position within the next several weeks. During the interim, the program will work with Tumwater Fire Department staff for training on procedures for referral of patients.

City offices are closed on Monday, February 17, 2025 in observance of President's Day.

The Tumwater Youth Showcase is performing at the Washington Center for the Performing Arts on Wednesday, February 12, 2025 from 6:30 p.m. to 8 p.m. for Jazz Night and Tuesday, February 25, 2025 from 6:30 p.m. to 8 p.m. for Orchestra Night. The program is a collaboration of the Tumwater School District and City of Tumwater's Arts Program.

Mayor Sullivan announced her appointment to the Thurston Economic Development Council (EDC) Board of Directors. At the last meeting of the Board, new members were introduced. Members received a report from the FIFA World Cup on the selection of Olympia/Lacey as one of the remote sites for the event in June 2026. Members received a report from TVW regarding the expansion of its building on Capitol Way. Members engaged in a roundtable discussion on the 2025 EDC budget with action anticipated at the next meeting. Members discussed the Pacific Salish Economic Development District.

On Friday, January 24, 2026 Mayor Sullivan attended an all-day Association of Washington Cities Mayors Exchange. Mayors are able to discuss many issues facing cities.

Mayor Sullivan also hosts a monthly coffee at the Old Town Center for seniors. The Old Town Center also provides seniors with lunch during the week.

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Mayor Sullivan attended the Holiday Inn grand opening.

On Saturday, February 1, 2025 Mayor Sullivan attended the Olympia Area Chinese New Year's celebration from 5 p.m. to 9:30 p.m.

**COUNCILMEMBER
REPORTS:**

Angela Jefferson:

At the January 23, 2025 Thurston County Emergency Medical Services meeting, members discussed the 2025 Quality Improvement Plan and fiscal year initiatives, reviewed the 2024 comprehensive EMS Plan emphasizing its 20-year vision and the need for structural and operational changes. The plan recognizes the diversity of service requirements in both rural and urban communities. Members discussed ambulance license applications and the rates. One member questioned the hiring of one ambulance service provider compared to other applicants. The main reason is because the company pays employee's union wages and benefits. Members addressed the need for new officers and committees for future tasks to include negotiating a new advanced life support contract and budget planning.

Leatta Dahlhoff:

Councilmember Dahlhoff attended a conference on behalf of the LOTT Clean Water Alliance. LOTT was awarded a 2025 National Environmental Achievement Award from the National Association of Clean Water Agencies. The award recognizes outstanding contributions to the environmental protection and the clean water community. Within the Watershed Collaboration category, LOTT was recognized for its Clean Water Community Connections Program. The program is designed to play an active role in broader community efforts to support water quality, including the development of additional affordable housing, collaborative planning for sea level rise, creating joint educational and recreational amenities, and partnering with school districts.

The next meeting of Thurston County TCOMM 911 Administration Board is Wednesday, February 5, 2025 followed by a virtual meeting of resident-owned communities on mobile home park solutions. The next meeting of the Thurston County Opioid Response Task Force Prevention Subgroup is on Friday, February 7, 2025. The Thurston County Opioid Abatement Council is moving forward on its assignments.

Peter Agabi:

There were no meetings and no report.

Kelly Von Holtz:

Councilmember Von Holtz is scheduled to attend the next meeting of the Intercity Transit Authority meeting followed by the Tumwater Public Health and Safety Committee on February 11, 2025.

Last week Councilmember Von Holtz attended a luncheon at the ASHHO Cultural Center for its 12-week culinary program. In addition to her

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attendance, a Tumwater police officer attended the luncheon

Michael Althaus: Councilmember Althaus attended the Regional Housing Council meeting. The condensed agenda included some planning for the Council's retreat in May 2025. Some of the questions members will explore and answer include the future goals of the organization, ways for the Council to be exposed to more policy work as an entity rather than rendering funding decisions, and ways to incorporate lived experience and subject matter expertise within the decision-making processes. Any final decisions will require revisions to the interlocal agreements. Members appointed more members to the Homeless Services Advisory Board and received updates from technical staff on the upcoming request for proposal process. Members reviewed changes to the Point in Time Count process this year.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:37 p.m.**

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

TO: City Council
 FROM: Shelly Carter, Deputy Finance Director
 DATE: February 18, 2025
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- January 31, 2025, payment of Eden vouchers 174450 to 174455 in the amount of \$958.66; payment of Enterprise vouchers 185696 to 185758 in the amount of \$346,034.32 and electronic payments 905196 to 905220 in the amount of \$1,265,171.21 and wire payments in the amount of \$283,839.91
- February 7, 2025, payment of Eden vouchers 174456 to 174459 in the amount of \$759,729.41; payment of Enterprise vouchers 185759 to 185818 in the amount of \$498,798.31 and electronic payments 905221 to 905246 in the amount of \$160,426.55

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 from the Deputy Finance Director. The most significant payments* were:

Vendor		
CentralSquare Tech, LLC	\$201,473.74	Annual Maintenance 2025
LOTT Wastewater Alliance	\$689,539.12	December 2024 LOTT fees
Shea Carr & Jewell, Inc.	\$35,425.95	Linwood & 2 nd Ave RAB Ped & Bike
AWC Employee benefit trust	\$165,593.15	Jan collections for Feb premiums
LEOFF Health & Welfare trust	\$57,646.74	Jan collections for Feb prems POL MED
EXP U.S. Services	\$30,317.85	2025 Comp plan update climate element development
Thurston County	\$51,706.99	2025 RHC Annual contribution per ILA section 6(b)
Thurston County	\$21,384.88	Payment of RHC1406 taxes per ILA
Tyler Technologies	\$29,892.58	Disaster recovery contract 3/23/25 – 3/22/26

* 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

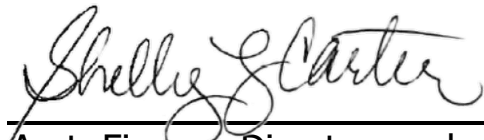
Voucher/Check Nos 185696 through 185758 in the amount of \$346,034.32

Electronic payment Nos 905196 through 905220 in the amount of \$1,265,171.21

Wire payments in the amount of \$283,839.91

Eden

Voucher/Check Nos 174450 through 174455 in the amount of \$958.66



Asst. Finance Director, on behalf of the Finance Director

Checks dated 01/31/2025

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.

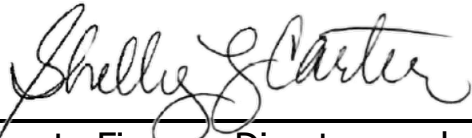
Enterprise ERP

Voucher/Check Nos 185759 through 185818 in the amount of \$498,798.31

Electronic payment Nos 905221 through 905246 in the amount of \$160,426.55

Eden

Voucher/Check Nos 174456 through 174459 in the amount of \$759,729.41



Deputy Finance Director, on behalf of the Finance Director

Checks dated 02/07/2025

TO: City Council
FROM: Brad Medrud, Deputy Community Development Director
DATE: February 18, 2025
SUBJECT: Service Provider Agreement with ICF Jones & Stokes, LLC for Bush Prairie Habitat Conservation Plan Phase 4

1) Recommended Action:

Approve the Service Provider Agreement with ICF Jones & Stokes, LLC for the Bush Prairie Habitat Conservation Plan Phase 4 and authorize the Mayor to sign. This was recommended for approval on the Council consent agenda by the General Government Committee at their February 18, 2025, meeting.

2) Background:

Working together with the Port of Olympia and large group of stakeholders, the City continues to work on the HCP implementation component of Phase 3 and is starting Phase 4 of the process of preparing the Bush Prairie Habitat Conservation Plan (HCP) with consultant assistance from ICF Jones & Stokes, LLC. The HCP is required as part the City and Port's incidental take permit application with U.S. Fish and Wildlife Service (USFWS) for the Olympia subspecies of the Mazama pocket gopher, the streak-horned lark, the Oregon spotted frog, and the Oregon vesper sparrow.

The goal of the HCP is to allow responsible growth to occur in the City, while providing superior species protection over what the ad-hoc, case by case permitting approach is providing currently. It is the intent of the HCP to cover all actions by private and public landowners that require City development approvals.

The HCP will allow operations and maintenance, recurring activities, and development to occur in some areas frequented by endangered species, offsetting any habitat loss with other, contiguous mitigation sites.

If the Bush Prairie HCP were not completed, development in a large portion of the City from small additions to single-family houses to larger development, as well as the City and Port's ongoing operations and maintenance activities would require individual HCPs and incidental take permits from USFWS.

The City and Port applied for the Phase 4 grant from USFWS in December 2023 and the grant was awarded in July 2024. The Phase 4 grant includes a \$410,000 federal grant award to the City and Port with a \$149,500 match (\$74,750 City/\$74,750 Port) of cash and staff time. The grant also includes \$55,000 for the Washington State Department of Fish and Wildlife (WDFW) to manage the grant and provide technical assistance with a WDFW \$5,500 match.

The Service Provider Agreement with ICF Jones & Stokes LLC will allow the City and the Port to start Phase 4 of the project that is intended to support completion of the public draft of the HCP, the NEPA/SEPA review process, and the stakeholder outreach that needs to be completed before the HCP is approved.

3) Policy Support:

Comprehensive Plan Conservation Element Goal C-1: Recognize the significant role played by natural features and systems in determining the overall environmental quality and livability of Tumwater.

Comprehensive Plan Conservation Element Policy C-2.16: Protect and preserve habitats for species, which have been identified as endangered, threatened, or sensitive by the state or federal government, giving “special consideration: to conservation or protection measures necessary to preserve or enhance anadromous fisheries.

4) Alternatives:

None

5) Fiscal Notes:

The attached Service Provider Agreement is part of a federal grant administered by WDFW and an internally funded work program task.

6) Attachments:

A. Service Provider Agreement with ICF Jones & Stokes, LLC for Bush Prairie Habitat Conservation Plan Phase 4

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

BUSH PRAIRIE HABITAT CONSERVATION PLAN PHASE 4

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2025, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and ICF JONES & STOKES, LLC, a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than September 1, 2024, and shall be completed no later than September 1, 2027. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed five hundred and nine thousand and five hundred (\$509,000) as reflected in Exhibit "B" Budget.

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

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

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

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or

representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S

indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

8. INSURANCE.

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

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

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

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

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

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

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

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

E. Nondiscrimination in Benefits. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto if applicable and as detailed in Exhibit "C" City Contracts – Nondiscrimination in Benefits attached hereto.

F. 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.

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

this Agreement.

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

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

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
ICF Jones & Stokes, Inc.
Address: 1200 6th Avenue, Suite 1800
City/State/Zip: Seattle, WA 98101
UBI No. 94-1730361
Phone No. (703) 934-3461

DEBBIE SULLIVAN
Mayor

Signature
Printed Name:

Title:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF _____

COUNTY OF THURSTON

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

Dated: _____

Notary Public in and for the State of _____,
My appointment expires: _____

Exhibit "A" Objective, Scope of Services, and Schedule

Objectives

The project has the following objectives:

1. Continue the Bush Prairie HCP public engagement process that was initiated under prior federal awards (Phases 1-3) to provide opportunity for stakeholders and the public to inform the development of the HCP.
2. Complete the Bush Prairie HCP based on feedback from USFWS, WDFW, and stakeholders.
3. Complete the National Environmental Policy Act (NEPA) and Washington State Environmental Policy Act (SEPA) environmental review process.

Scope of Services

The project approach builds on the work in Phases 1 through 3.

Table 1 below outlines all tasks and associated deliverable(s). Task 1 continues ongoing public engagement, Task 2 continues and completes the HCP process, and Task 3 completes the NEPA/SEPA process.

Table 1. Scope of Services

Task	Task Summary	Deliverables
1.0	Build and Sustain the Public Engagement Process	
1.1	Continue Public Engagement Process from Phases 1, 2 and 3. Continue to work with public, stakeholders, and local, state, and federal partners to inform the development of the Bush Prairie HCP.	<ul style="list-style-type: none"> – Plan and participate in up to two stakeholder meetings – Provide meeting agendas, presentations, and notes – Public Engagement Appendix in HCP

Task	Task Summary	Deliverables
2.0	Complete the Bush Prairie HCP and NEPA/SEPA Process¹	
2.1	HCP Project Management and Meetings.	<ul style="list-style-type: none"> – Plan and participate in regular meetings – Provide meeting agenda, presentations, and notes
2.2	Complete Public Draft HCP. Finalize the public draft HCP based on comments on third Administrative Draft and feedback from USFWS during ongoing meetings. Use an in person on-screen review and editing meeting to resolve the remaining final comments.	<ul style="list-style-type: none"> – Screen-check draft of HCP – Public draft HCP for public review
2.3	Complete Final HCP. Review the public comments on the HCP to assess if any changes are necessary; discuss recommended changes with the City, Port, and USFWS; assist USFWS with comment responses specific to the HCP; and prepare the Final HCP.	<ul style="list-style-type: none"> – Screen-check final HCP for final review – Final HCP for publication
3.0	Complete the Bush Prairie HCP and NEPA / SEPA Process²	
3.1	NEPA/SEPA Project Management and Meetings. Project management, communication, and meeting facilitation associated with the preparation and publication of the Environmental Assessment (EA).	<ul style="list-style-type: none"> – Action items for NEPA and SEPA meetings. – Monthly progress report and budget summary
3.2	NEPA Scope of Analysis. Collect and review data and information to support NEPA determination and scope of analysis of the NEPA document. Prepare Preliminary Draft EA Chapter 1, Purpose and Need, Chapter 2, Proposed Action and Alternatives.	<ul style="list-style-type: none"> – EA outline – List of environmental issues and analysis methods – Preliminary Draft EA Chapter 1, Purpose and Need – Preliminary Draft EA Chapter 2, Proposed Action and Alternatives

¹ Task 2 is partially funded with the funds associated with this RFQ and proposal. If needed ICF will support the City in identifying future funding sources.

² Task 2 is partially funded with the funds associated with this RFQ and proposal. If needed ICF will support the City in identifying future funding sources.

Task	Task Summary	Deliverables
3.3	<p>Prepare Draft EA. Prepare Administrative Draft EA evaluating the environmental effects of the proposed action and no action alternative for agency review. Respond to agency comments and prepared Revised Administrative for final review. Respond to final comments and prepare Public Draft EA for publication.</p>	<ul style="list-style-type: none"> – Administrative Draft EA – Revised Administrative Draft EA – Public Draft EA
3.4	<p>Prepare Final EA. Respond to public comments on the Draft EA and make updates to the Draft EA as needed in response to public comments.</p> <p>Prepare the Administrative Final EA for agency review. Response to agency comments and prepare the Revised Administrative Final EA for final comments. Address final comments and prepare the Final EA for publication.</p>	<ul style="list-style-type: none"> – Administrative Final EA – Revised Administrative Final EA Public – Final EA
3.5	<p>Support SEPA Compliance. Coordinate with the City during development of the EA to support adoption of the NEPA EA for SEPA compliance. Support the City with preparation of additional documentation.</p>	<ul style="list-style-type: none"> ☑ Supporting SEPA documentation

Exhibit "B" Budget

Table 3 below is the project schedule.

Table 3. Budget

Task	Task Description	ICF Budget
1.0	Build and Sustain the Public Engagement Process	\$9,000
2.0	Complete HCP	\$200,000
3.0	Complete NEPA / SEPA Process	\$300,000
Total		\$509,000

Exhibit "C" City Contracts – Nondiscrimination in Benefits

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

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

3.46.010 Definitions.

For the purpose of this chapter:

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

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

3.46.020 Nondiscrimination in benefits.

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

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

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

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

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

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

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

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

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

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

3.46.030 Limitations.

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

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

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

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

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

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

3.46.050 Appeals.

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

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

3.46.060 Effective date.

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

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

TO: City Council
 FROM: Brad Medrud, Deputy Community Development Director
 DATE: February 18, 2025
 SUBJECT: First Amendment to Service Provider Agreement with the Housing Authority of Thurston County for Tumwater Inn – Affordable Senior Housing

1) Recommended Action:

Approve the First Amendment to Service Provider Agreement with the Housing Authority of Thurston County for Tumwater Inn – Affordable Senior Housing and authorize the Mayor to sign, as recommended by the General Government Committee at their February 18, 2025, meeting.

2) Background:

The Housing Authority of Thurston County (HATC) entered an agreement to buy the Tumwater Inn and Suites on January 10, 2023. An application for Rapid Capital Housing Acquisition Round II under NOFA #MHU-2022-06 was submitted on January 12, 2023, to the Washington State Department of Commerce to acquire and renovate the Tumwater Inn at 5895 Capital Blvd SW and 111 SW West T Street in Tumwater. The application required a match commitment of five percent in order to be successful and the City of Tumwater agreed to provide \$275,000 to help the HATC meet the match requirement.

The HATC application to Commerce was accepted and was eventually awarded \$7,900,000 of Rapid Capital Housing Acquisition funds. The total project is budgeted to cost \$8,492,850 for acquisition and renovation to bring the property up to current codes and provide 24 affordable permanent housing units for seniors that are at or below 50% of Area Median Income (AMI). Half of the units will be priced to be affordable at 30% of AMI and half at 50% of AMI.

The City and the HATC signed a Service Provider Agreement on July 24, 2023, that allocated \$75,000 of the City's \$275,000 commitment for asbestos, lead, mold, and meth testing and mitigation and \$200,000 for relocation assistance.

The First Amendment to the Service Provider Agreement would reallocate the funds as follows: \$208,390.75 for Asbestos, lead, mold and meth testing and mitigation of the \$275,000 and \$66,609.25 for relocation assistance, which has been completed.

The General Government Committee discussed the First Amendment to Service Provider Agreement with HATC for Tumwater Inn – Affordable Senior Housing at their February 18, 2025, meeting and recommended that it be placed on the City Council's February 18, 2025, consent agenda for approval.

3) Policy Support:

Strategic Priorities and Goals 2025 – 2026: Build a Community Recognized for Quality, Compassion, and Humanity – Implement the Tumwater Housing Action Plan.

4) Alternatives:

None.

5) Fiscal Notes:

This is an internally funded work program task.

6) Attachment:

- A. First Amendment to Service Provider Agreement with the Housing Authority of Thurston County for Tumwater Inn – Affordable Senior Housing

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
TUMWATER INN – AFFORDABLE SENIOR HOUSING**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 2025, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and the HOUSING AUTHORITY OF THURSTON COUNTY, a public body corporate and politic of the State of Washington, ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective July 24, 2023, whereby the SERVICE PROVIDER agreed to provide affordable senior housing services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement and adjusting the allocation of funds between the activities as shown in Exhibit "A-1".

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to as described and detailed in Exhibit "A-1," attached hereto and incorporated herein to adjust the allocation of funds between activities.

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until March 31, 2025.

3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

HOUSING AUTHORITY OF
THURSTON COUNTY
PO Box 1638
Olympia, WA 98507-1638
UBI No. 601 094 924
Phone No. (360) 753-8292

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name: Craig Chance
Title: Executive Director

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____ (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that

(he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington,

My appointment expires: _____

Exhibit “A-1”

The matching funds provided by the City of Tumwater in the original July 24, 2023, Service Provider Agreement were budgeted as follows:

Activity	Total
Asbestos, Lead, Mold and Meth testing and mitigation	\$75,000
Relocation	\$200,000
TOTAL	\$275,000

This first amendment to the original July 24, 2023, Service Provider Agreement changes the budget as follows:

Activity	Total
Asbestos, Lead, Mold and Meth testing and mitigation	\$208,390.75
Relocation	\$66,609.25
TOTAL	\$275,000

There is no change to the total compensation in Section 4.C. of the original July 24, 2023, Service Provider Agreement.

TO: City Council
FROM: Brian Hurley, Fire Chief
DATE: February 18, 2025
SUBJECT: Interlocal Agreement with Thurston County for Basic Life Support Funding

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement with Thurston County for Basic Life Support Funding as recommended for approval on the Council consent agenda by the Public Health and Safety Committee at their February 11, 2025 meeting.

2) Background:

The Tumwater Fire Department has a long partnership with Thurston County Medic One providing both Basic Life Support (BLS) and Advanced Life Support (ALS) services in the City and County. This agreement ensures continued funding from the County to support Emergency Medical Services BLS response, purchase medical supplies, and provide training and equipment for personnel. The agreement is through the end of 2027 with two single year extensions if both parties agree.

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 of service delivery
-

4) Alternatives:

Do not recommend

5) Fiscal Notes:

Contract funding determined on a per call basis. In 2024, Tumwater received \$64,849 for equipment and supplies and a direct payment of \$65,764. 2025 payments should be similar.

6) Attachments:

A. Interlocal Agreement with Thurston County for Basic Life Support Funding

**INTERLOCAL AGREEMENT
BETWEEN THURSTON COUNTY AND CITY OF TUMWATER
FOR
BASIC LIFE SUPPORT FUNDING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into in duplicate originals this day 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’ jointly referred to herein as “the Parties,” or singularly as a “Party.”

RECITALS

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

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

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

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

WHEREAS, The Agencies have the statutory authority to provide emergency medical services at levels established by the Agency; and

WHEREAS, the COUNTY desires to assist the AGENCY in the funding and coordination emergency medical services as hereinafter set forth;; and

WHEREAS, the COUNTY and the AGENCY desire to jointly explore a variety of innovative strategies to maximize the Thurston County prehospital healthcare delivery model; and

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

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

I. SERVICES

- 1. The AGENCY and COUNTY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY or COUNTY responsibilities, respectively, throughout this Agreement and as detailed in Exhibit "A" attached hereto and made a part hereof.

II. EFFECTIVE DATE; DURATION

- 1. The term of this Agreement and the performance of the AGENCY shall commence on January 1, 2025. This Agreement will terminate on December 31, 2027. This Agreement may be extended

for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior to termination. This Agreement replaces and supersedes all prior interlocal Agreements between the COUNTY and the AGENCY regarding the subject matter contained in this Agreement. This Agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

III. THE EMERGENCY MEDICAL SERVICES COUNCIL

1. The AGENCY and the COUNTY shall coordinate and provide levels of funding for the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).
2. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
3. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines. Provided, however, the Agency retains sole authority and discretion to determine the level of emergency medical services provided by the Agency. The EMS Council is not a party to this Agreement, and nothing herein shall serve to create third party rights in favor of the EMS Council, or any other person, or entity not specifically identified as a party to this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

1. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Agreement. COUNTY shall pay AGENCY in accordance with Exhibit "B" for each of the services performed by the Agency regardless of whether the Agency provides all identified services.
2. No payment by the COUNTY shall be made for any service rendered by AGENCY without a signed Intergovernmental EMS Agreement for BLS funding.
3. The COUNTY will deduct the amount from the AGENCY's BLS Equipment and Supplies fund of any order placed through the COUNTY's purchasing system. AGENCY can also request reimbursement from their BLS Equipment and Supply fund balance for qualified purchases made directly by the AGENCY. For a purchase to be deemed qualified, it must meet the intent of the funding mechanisms of this agreement, which is defined in Exhibit A: II (B). Any balance remaining on December 31st in the AGENCY's BLS Equipment and Supply fund will be returned to the Medic One fund.
 - 3.1 Purchase requests over \$49,999.00 requires prior approval from Thurston County Medic One. Purchase requests over \$49,999.00 must be received at least 60 calendar days prior to ordering the item or service.
 - 3.2 Invoices and reimbursement requests need to be submitted within 30 days from the date the item or service is received.
 - 3.3 Goods and services shall be ordered no later than November 30th of each year and must be received by December 31st.

- 3.4 Invoices and requests for reimbursement for goods and services delivered in December must be received in the COUNTY's Medic One office no later than January 15th of the following year.
4. The COUNTY will make a direct payment in May of each calendar year to the AGENCY for their portion of the funds designated to support the AGENCY's BLS service delivery. The amount of the direct payment is determined annually through the process described in Exhibit "B".
 5. The COUNTY will make a direct payment in May of each calendar year to the AGENCY for their portion of the funds designated to support the AGENCY's delivery of OTEP to their affiliated BLS personnel. The amount of the direct payment is determined annually through the process described in Exhibit "B".
 6. The COUNTY will make two (2) direct payments in May and November of each calendar year to the AGENCY for their portion of the funds designated to support BLS MSO activities. The amount of the direct payment is determined annually through the process described in Exhibit "B" and will be pro-rated based on completion of the MSO deliverables outlined in Exhibit "A".
 7. If AGENCY is merged with another agency, allocated funds will remain in the budget, only through the current COUNTY biennial budget.
 8. In the rare circumstance where a Medic One Paramedic accompanies a patient on an AGENCY BLS transport capable unit due to emergency circumstances, the AGENCY may bill Medic One based upon the current BLS Emergent rate schedule published by the Centers for Medicare & Medicaid Services (CMS). These transport charges shall be reimbursed utilizing the ALS budget and shall not utilize BLS funds. No additional fees, charges, or other costs shall be submitted to the patient or their health care provider.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

1. Both parties agree to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Agreement. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.
2. The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY, related solely to the terms of this Agreement, to ensure that actual expenditures remain consistent with the terms of this Agreement. Both parties shall retain all books, records, documents and other material relevant to this Agreement for at least three (3) years after its expiration. Both parties agree that the other party or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
3. Both parties' fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Agreement upon request.

VI. ASSIGNMENT/SUBAGREEMENTING

1. The AGENCY shall not assign any portion of this Agreement without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment. This restriction shall not apply to an assignment pursuant to a contractual or statutory consolidation of an Agency with another governmental entity.
2. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.
3. Any AGENCY technical/professional service sub agreement not listed in this Agreement, and relevant to the COUNTY, must have express, written advance approval by the COUNTY.
4. The COUNTY will not unreasonably withhold consent. If the COUNTY fails to respond to a request by the agency to assign all or any portion of this Agreement within fifteen (15) calendar days, consent shall be deemed to have been given.

VII. FUTURE SUPPORT

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

VIII. COMPLIANCE WITH LAWS

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

IX. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

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

X. RELATIONSHIP OF PARTIES

1. The Agency is a municipal corporation that provides emergency medical services pursuant to specific statutory authority and this Agreement does not grant the COUNTY any direct control

over the method or manner in which the Agency provides emergency medical services. The Agency is subject to oversight by the Department of Health and the Medical Program Director independent of this Agreement.

- 2. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Agreement.
- 3. The COUNTY will not exercise control and direction over the work of the AGENCY. The County reserves the right to inspect the financial records of Agency to verify that Agency's expenditure of funds received under this Agreement meet the County's requirements.
- 4. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

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

City of Tumwater Fire Department
 c/o FIRE CHIEF
 555 Israel Rd SW
 Tumwater, WA 98501

XI. POLITICAL ACTIVITY PROHIBITED

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

XII. INDEMNIFICATION; HOLD HARMLESS

- 1. All services to be rendered or performed under this Agreement shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Agreement; provided, this section shall not apply to liability resulting exclusively from negligence of the COUNTY, its officers, or employees, or their errors.
- 2. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which exclusively result from or arise out of the actions of the COUNTY, its officers, agents, or employees or the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Thurston County Medical Program Director or any other medical doctor.
- 3. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a

request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

4. The COUNTY and the AGENCY acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses, and damages are caused by or result from the concurrent negligence of the COUNTY, its agents, employees, and/or officers, and the AGENCY, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees, and/or officers. The parties hereto have expressly bargained for and do waive for purposes of this Indemnification section, only, the immunities of Title 51 RCW, as it relates to any claim, suit, or cause of action by one party's employee(s) against the other party.

XIII. INSURANCE

1. The COUNTY shall for the duration of this Agreement, self-insure.
2. The AGENCY shall maintain the following coverage and conditions:
 - 2.1 Professional Legal Liability: The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the AGENCY'S services as defined by this Agreement including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Agreement.
 - 2.2 Commercial General Liability: The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Agreement or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including Agreement liability coverage.
 - 2.3 Worker's Compensation: The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.
 - 2.4 Verification of Coverage and Acceptability of Insurers: The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance Agreement shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
 - 2.5 Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Thurston County Department of Human Resources
 Attn: Thurston County Risk Manager
 2000 Lakeridge Drive SW
 Olympia, Washington 98502-6045

- 2.6 The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Thurston County Risk Management Office.
- 2.7 The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- 2.8 The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having AM. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

3. Other Insurance Provisions:

- 3.1 The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.
- 3.2 Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
- 3.3 The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.4 The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- 3.5 In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in this section, by proof of coverage afforded by participation and membership in a Washington State recognized municipal risk management pool.

XIV. TREATMENT OF ASSETS

1. Title to any property furnished by the COUNTY shall remain in the name of the COUNTY.
2. Title to all AGENCY owned nonexpendable personal property and all real property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the AGENCY.
3. The COUNTY shall be responsible for any loss or damage to property, above \$500.00, incurred in the performance of the Agreement which results from:
 - 3.1 Normal wear and tear;
 - 3.2 Road hazards that are not reasonably foreseeable to the AGENCY;

- 3.3 As among the parties to this Agreement, the negligence of a person not a party to this Agreement;
- 3.4 Theft and vandalism.
- 4. Any loss or damage, listed in Section XIV. 3.2, to property of the COUNTY incurred in the performance of this Agreement shall be borne in the following manner:
 - 4.1 The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
 - 4.2 The COUNTY shall be responsible for the remainder.
- 5. The AGENCY shall be responsible for any loss or damage to property of the COUNTY only when such loss or damage results from:
 - 5.1 Willful misconduct or negligence on the part of the AGENCY or its employees.
 - 5.2 Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Agreement.
- 6. Upon the occurrence of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, AGENCY shall take all reasonable steps to notify the Medic One Administrator of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.
- 7. The AGENCY shall surrender to the COUNTY all property of the COUNTY within thirty (30) days after rescission, termination or completion of this Agreement unless another date for surrender of said property is mutually agreed upon by the parties.

XV. SUSPENSION, TERMINATION AND CLOSE-OUT

- 1. If either the AGENCY, or the COUNTY, fails to comply with the terms and conditions of this Agreement, each may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.
 - 1.1 Suspension:
 - (a). If the AGENCY fails to comply with the terms of this Agreement, or if the AGENCY is unable to substantiate full compliance with the provisions of this Agreement, the COUNTY may initiate a suspension of the Agreement, provided that the AGENCY is first given a reasonable period, not less than 60 days, to cure any identified deficiencies. The COUNTY shall provide written notice of its intent to suspend the Agreement, specifying in detail the alleged non-compliance, the corrective actions required, and the time frame within which such actions must occur to avoid suspension.

- (b). If the AGENCY does not cure the identified deficiencies within the specified time frame, the COUNTY may proceed with suspension of the Agreement, pending further corrective action or investigation. The effective date of suspension shall be no earlier than 37 days following written notice of suspension to the AGENCY. The suspension shall remain in effect only until the AGENCY has satisfactorily addressed the identified deficiencies and demonstrated full compliance with the Agreement's terms.
 - (c). During the suspension period, the AGENCY may not incur new obligations under the Agreement unless such obligations are reasonable, necessary, and could not have been avoided despite the suspension. Any allowable costs incurred during this period shall be subject to the COUNTY's approval.
 - (d). Upon the AGENCY's demonstration of compliance to the COUNTY's satisfaction, the COUNTY shall promptly notify the AGENCY in writing that the suspension has ended, including the effective date of reinstatement.
- 1.2 Termination For Material Breach. Either party may terminate this Agreement in the event of a Material Breach of this Agreement by the other party pursuant to the following process:
- (a). The non-breaching party shall provide the breaching party with written notice which sets forth the alleged Material Breach(es)
 - (b). The breaching party shall have ninety (90) days following receipt of the notice from the non-breaching party (the "Cure period") to cure such alleged Material Breach(es).
 - (c). In the event that the breaching party fails to cure such Material Breaches during the Cure Period, the non-breaching party may terminate this Agreement upon the expiration of the Cure Period, by providing the breaching party with written notice of termination of this Agreement. The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.
 - (d). For purpose of this Agreement, a "Material Breach" shall be the failure of a party to perform a contractual obligation that inhibits the other party from performing its payment or service obligations.
- 1.3 Termination for Other Grounds: This Agreement may also be terminated in whole or in part as follows:
- (a). By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated.
 - (b). This Agreement may only be terminated or amended due to the unavailability of anticipated funding sources by written consent of the parties and under the following conditions:
 - (i). **Notice of Revenue Shortfall.** The COUNTY must provide documented, written evidence that the anticipated revenue sources specified in this Agreement have not become available, despite reasonable efforts by the COUNTY to secure such funds.

- (ii). **Notice and Consultation.** Before any termination or amendment is enacted, the COUNTY shall provide the AGENCY with at least 90 days' written notice of the potential funding shortfall. The notice must include a detailed explanation of the funding issue, the specific services or obligations affected, and proposed actions to address the shortfall.
 - (iii). **Good Faith Collaboration.** During the 90-day notice period, the COUNTY and the AGENCY shall engage in good faith efforts to negotiate an amendment to the Agreement that addresses the funding limitations while preserving as much of the original scope of services as practicable. Both parties shall explore alternative funding arrangements, service adjustments, or other mutually acceptable solutions before termination is considered.
 - (iv). **Proportional Reductions.** In lieu of termination, the Agreement shall be amended to reflect funding limitations, with reductions applied proportionally to the scope of services or obligations, unless both parties agree otherwise in writing.
 - (v). **Final Termination Conditions.** Termination of the Agreement due to unavailability of anticipated funding sources shall only occur if:
 - A. The COUNTY has made reasonable efforts to secure alternative funding or adjust the Agreement;
 - B. The AGENCY and the COUNTY are unable to agree on an amendment despite good faith negotiations; and
 - C. The COUNTY provides a final written notice of termination at least 30 days before the effective date, specifying the steps taken to address the funding issue and the reasons why amendment was not feasible.
2. Close-Out: In the event that this Agreement is terminated in whole or in part for any reason, the following provisions shall apply:
- 2.1 Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments, however, the COUNTY shall not be obligated to pay for such costs from its general fund, or any funding source other than the Levy;
 - 2.2 The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed as those services are contemplated by this Agreement, over which the AGENCY shall have sole control and discretion to provide in accordance with the terms herein.
 - 2.3 The AGENCY shall submit, within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement.
 - 2.4 In the event a financial audit has not been performed prior to close out of this Agreement, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit. Prior to conducting a financial audit, the COUNTY shall provide the AGENCY seven days' written notice of its intent to conduct the audit. In no event may the

COUNTY withhold sums from the AGENCY when the COUNTY has not done an audit within 30 days of the aforementioned written notice.

XVI. JURISDICTION

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

XVII. SEVERABILITY

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

XVIII. ENTIRE AGREEMENT

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

XIX. NO THIRD PARTY LIABILITY

1. This Agreement shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

XX. DISPUTE RESOLUTION

1. The parties shall use reasonable efforts to mediate any dispute arising under this Agreement. In the event of such a dispute, each party may, upon mutual agreement of both parties, designate, in writing, not more than three (3) candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the parties cannot agree on one of the mediators from the combined list within five (5) days, then the parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the parties shall within

forty-five (45) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the parties may thereafter seek redress in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit either party from exercising its right to terminate this Agreement as otherwise provided in this Agreement or be construed as a pre-condition to the exercise of such right to terminate.

XXI. EQUAL OPPORTUNITY TO DRAFT

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

XXII. MISCELLANEOUS

1. **Successors.** All of the terms, covenants, and conditions in this Agreement shall extend to and bind any approved legal successors and assigns of the parties hereto.
2. **Effect of Recitals** The headings and recitals in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
3. **Recording.** The parties shall ensure that copy of this Agreement is filed with the Thurston County Recorder's Office or posted by subject on either party's website.
4. This Agreement does not establish a separate legal entity, joint board, or administrative entity for the purpose of acquiring, managing, or disposing of property or any other financial obligation allowed under the Act.
5. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by one party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this Agreement.
6. **No Agency Created.** This Agreement does not create a partnership between the parties and no separate legal entity is created by this Agreement. No real or personal property belonging to the COUNTY shall be exchanged with AGENCY during the performance of this Agreement. No real or personal property belonging to the AGENCY shall be exchanged with COUNTY during the performance of this Agreement.
7. **Agreement Administration.** This Agreement shall be administered by the Fire Chief of the AGENCY and the COUNTY's Emergency Services Director.

DATED: _____ DATED: _____

City of Tumwater

Thurston County, Washington

Mayor Debbie Sullivan

Director, Emergency Services

ATTEST

JON TUNHEIM
PROSECUTING ATTORNEY

Melody Valiant, City Clerk

By: Seth Dickey, Deputy Prosecuting Attorney

APPROVED AS TO FORM

Karen Kirkpatrick, City Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

The following services shall be provided within Thurston County, or for mutual aid response outside of Thurston County, during the term of this Agreement.

II. SERVICES

- A. The AGENCY shall provide emergency medical services, at a level determined by the Agency in accordance with State Statute and Department of Health approved protocols.
- B. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support for medical supplies (BLS Supply Fund), based on prior year call volume of the AGENCY.

AGENCY BLS Supply Funds shall be used to provide emergency medical care or emergency medical services, including training for such personnel and related equipment, supplies, vehicles, structures needed to provide this care or service, and/or encourage preventative health measures. Expenses shall be consistent with the level of the AGENCY's Washington State Department of Health Certification. These funds may be expended directly by COUNTY on behalf of the AGENCY, or by the AGENCY with reimbursement requested from the COUNTY. In the event the allocated amount for the AGENCY defined in Exhibit "B" (subject to annual adjustment) is exceeded due to previously unforeseen circumstances, the AGENCY may request the COUNTY to deduct the overage amount from the AGENCY's following years supply fund provided that the AGENCY's following year's supply fund is not exceeded.

- C. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide Financial Support directly to the AGENCY (Direct Support) to cover a portion of the costs for the provision of their BLS service delivery, based on prior year call volume of the AGENCY. The amount shall not exceed the amount allocated for the AGENCY defined in Exhibit "B" (subject to annual adjustment).
- D. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide OTEP Financial Support directly to the AGENCY to cover a portion of the cost of providing BLS OTEP to their BLS providers, based on the number of certified BLS providers affiliated with the AGENCY. The amount shall not exceed the amount allocated for the AGENCY defined in Exhibit "B" (subject to annual adjustment).
- E. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support to cover a portion of the expenses of a BLS Medical Services Officer (MSO), based on the number of certified BLS providers affiliated with the AGENCY. Specific MSO deliverables are defined below. The amount shall not exceed the amount allocated for the AGENCY defined in Exhibit "B" (subject to annual adjustment).
 - a. The AGENCY shall identify in writing to the COUNTY an AGENCY Point of Contact who is responsible for the completion of the tasks listed below. The AGENCY Point of Contact shall provide the COUNTY with the name(s) of authorized AGENCY representative(s).

Each task is assigned a percentage of total available MSO funding for the applicable time period. MSO funding will be paid to the AGENCY at a pro-rated amount based on completion of the following deliverables. The assigned AGENCY Point of Contact is expected to ensure attendance of an authorized AGENCY representative to the meetings of the specified groups and functions. If the assigned authorized AGENCY representative is unable to attend one of the meeting occurrences, the AGENCY Point of Contact will provide for an authorized alternate representative.

The percentage of value listed below will indicate the relative share of compliance to the individual activity to calculate the share of funding to be provided to the AGENCY for MSO reimbursement. Attendance (or lack thereof) by an authorized AGENCY representative shall be tracked and documented by the COUNTY to ensure accuracy for compliance and the COUNTY shall provide a regular report to the AGENCY Point of Contact of the same. Each of the nine activities listed below shall be conducted with reasonable due notice of meeting dates, times and locations, in consideration of the individual AGENCY authorized representative's availability.

- i. Participation in the MSO Subcommittee – 10%
 - ii. Participation in the Protocol Advisory Subcommittee – 10%
 - iii. Participation in the Quality Improvement Subcommittee – 10%
 - iv. Participation in the Transportation Resource Utilization Workgroup – 10%
 - v. Participation in the MCI Workgroup – 10%
 - vi. Participation in the Equipment Workgroup – 10%
 - vii. Serve as a channel of communication between the AGENCY and the COUNTY – 10%
 - viii. Quality assurance activities as needed, including complaint investigation and follow-up – 10%
 - ix. OTEP coordination between the AGENCY and the COUNTY, including records submission and workshop attendance – 20%
- F. The COUNTY shall provide funding for the provision of certain occupational health vaccination and testing services, to include Hepatitis B vaccination series, Titer tests, Tuberculosis tests, Tetanus/Diphtheria/pertussis (Td or Tdap) and influenza vaccines for all AGENCY EMS providers in addition to the BLS Supply, OTEP Support, MSO Support, and Direct Support amounts.
- G. The COUNTY shall provide and manage equipment, software and signal service subscription and manage operations and maintenance of cellular communications modems for the ePCR system, as well as ePCR hardware/software, and associated support. AGENCY is responsible for providing a Point of Contact to COUNTY's Medic One Systems Manager. The AGENCY shall leave modems powered on at all times. If the AGENCY is planning on adding or retiring a vehicle, they shall notify the COUNTY with enough lead time for COUNTY staff to arrange for installation or retrieval of COUNTY-owned hardware.

- H. The AGENCY shall use COUNTY ePCR in the field for patient care, and the COUNTY's Medic One Systems Manager shall coordinate any periodic updates as may be required.
- I. AGENCY shall report ePCR outages or COUNTY-owned equipment problems upon recognition of failure. The COUNTY shall be responsible for the repair or replacement of defective equipment at the COUNTY's expense.
- J. The COUNTY shall provide AEDs to the AGENCY for each Department of Health Licensed Aid or Ambulance BLS response vehicle. AGENCY is responsible for uploading AED data after use on each patient. AGENCY is responsible for replacement of consumable supplies associated with the AEDs, including electrodes and batteries, which may be obtained through the COUNTY supply ordering process. COUNTY is responsible for technical support of the AEDs.
- K. The AGENCY shall provide COUNTY with access to COUNTY owned equipment.
- L. The AGENCY shall not abuse or misuse COUNTY owned equipment.
- M. The AGENCY assumes all responsibility for equipment/supplies received commensurate with the terms and conditions identified in Section XIV "Treatment of Assets" in this Agreement.
- N. The COUNTY shall identify and maintain a materials and equipment supply ordering process and shall fulfil AGENCY supply orders within 2 business days. Orders must be submitted no later than 2 business days prior to pick up. Orders not picked up by the AGENCY on the date requested will be returned to stock unless prior notification is given for a delayed pick up.
- O. The AGENCY shall notify COUNTY within 30 days of supplies/equipment purchased/received, for reimbursement requests.
- P. The COUNTY shall provide monthly BLS supply fund expenditure reports to the authorized AGENCY Point of Contact within 25 business days following the last day of the previous month.
- Q. The AGENCY shall reconcile accounts within 30 days of receiving COUNTY's monthly BLS supply fund expended report.
- R. THE AGENCY shall conduct OTEP, in accordance with COUNTY requirements.
- S. THE AGENCY shall establish, in writing, a BLS POC (point of contact), and provide this to the COUNTY.

EXHIBIT B: PAYMENT

1. The formula for BLS funding may be updated by the COUNTY as needed without affecting other terms and conditions of this Agreement.
2. The formula will take into consideration each individual AGENCY's relative share of run (incident) volume for the given fiscal year (January – December). This volume is calculated from the number of EMS runs that have occurred in that AGENCY's jurisdiction, and does not include runs made by the AGENCY for mutual aid outside its jurisdiction.
3. The annual EMS run volume statistics shall be prepared by Thurston 911 Communications and provided to the COUNTY. This information shall be provided by April 1st of each year. The AGENCY shall have the ability to review and comment on the content of such report to ensure accuracy and to initiate corrections if necessary.
4. The formula will also take into consideration each individual AGENCY's relative share of BLS personnel certified in Thurston County. The number of BLS personnel will be determined through each AGENCY's Department of Health roster on Secure Access Washington in February of each year.
5. The funding is based on the annual budget for BLS Support (financial, supplies & equipment, OTEP, and MSO) as approved by the EMSC. The total amount is then allocated by the COUNTY to each AGENCY based on its individual share (or percentage).
6. Each year, the COUNTY shall prepare an annual allocation form based on the EMSC approved budget. The form shall identify the following:
 - a. Each AGENCY's EMS run volume;
 - b. The percentage of the total Thurston County EMS run volume that AGENCY responded to;
 - c. Each AGENCY's number of Thurston County Department of Health BLS-certified personnel;
 - d. The total approved budget for financial support for each AGENCY;
 - e. The financial support base compensation for each AGENCY (same for all agencies);
 - f. The financial support compensation per run (call);
 - g. The financial support compensation for reimbursement of AGENCY mobile computer terminal costs per run (call);
 - h. The total approved budget for OTEP financial support for agencies;
 - i. The OTEP financial support base compensation for each AGENCY (same for all agencies);
 - j. The OTEP financial support amount per certified BLS provider for each AGENCY;
 - k. The total OTEP financial support amount for each AGENCY;
 - l. The total approved budget for BLS MSO financial support for agencies;
 - m. The BLS MSO support base compensation for each AGENCY (same for all agencies);
 - n. The BLS MSO support amount per certified BLS personnel;
 - o. The total BLS MSO support amount for each AGENCY;
 - p. The total approved budget for supplies & equipment for AGENCYS;
 - q. The supply & equipment support base compensation for each AGENCY (same for all AGENCYS);
 - r. The supply & equipment support compensation per run (call); and
 - s. The total compensation to be provided to each AGENCY.
7. The terms and conditions for compensation are covered in Section IV "Compensation and Methods of Payment" of this Agreement.

TO: Tumwater City Council
FROM: Karen Kirkpatrick, City Attorney
DATE: February 18, 2025
SUBJECT: Settlement Agreement

1) Recommended Action:

Authorize the City Attorney to enter into and sign a settlement agreement with Arthur West in the amount of \$5,000.

2) Background:

Arthur West filed a Summons and Complaint against the City of Tumwater alleging violations of the Public Records Act (PRA) on February 5, 2025. Mr. West claimed the City failed to conduct a reasonable search, wrongfully withheld or improperly redacted responsive records, and failed to provide a privilege log asserting valid privileges or exemptions related to two records requests submitted January 27, 2024. Mr. West sought an award of fees, costs, and per diem penalties, and an order compelling disclosure of all records.

Following negotiations with Mr. West, a settlement was reached, subject to approval by the City Council. The settlement terms are as follows:

- Payment of \$5,000.00 to Mr. West;
 - Execution by Mr. West of a standard release of all claims arising out of PRA requests to the City relating to the Davis Meeker Garry Oak to date;
 - No admission of liability or wrongdoing on the part of the City; and
 - Dismissal of the pending lawsuit with prejudice and without further costs or fees.
-

3) Policy Support:

Refine and Sustain a Great Organization. Settling this case versus engaging in a long, protracted legal dispute will save the City thousands of dollars, and allows us to be good stewards of public funds.

4) Alternatives:

Not authorize the settlement agreement.

5) Fiscal Notes:

The settlement reached with Arthur West is \$5,000.00.

6) Attachments:

None

TO: City Council
 FROM: Brandon Hicks, Transportation & Engineering Director
 DATE: February 18, 2025
 SUBJECT: Resolution No. R2025-003 appointing a committee in support of Proposition No. 1

1) Recommended Action:

Adopt Resolution No. R2025-003, appointing a committee to prepare arguments in support of Proposition 1, seeking renewal of a two-tenths of one percent (0.2%) sales and use tax to be collected for ten years to fund TBD transportation improvements, to be included in the Thurston County Local Voters’ Pamphlet.

2) Background:

City Council adopted Resolution No. R2025-001, providing for a ballot proposition to be submitted on April 22, 2025, to renew the 0.2% sales and use tax for a period of ten (10) years to fund Transportation Benefit District transportation projects.

For each measure included in a local voters’ pamphlet, RCW 29A.32.280 requires the City Council to formally appoint a committee to prepare arguments advocating voters’ approval of the measure and a committee to prepare arguments advocating voters’ rejection of the measure not later than the resolution deadline of February 21, 2025. The Council must appoint persons that reside within the jurisdictional boundaries and are known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons that reside within the jurisdictional boundaries and are known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members.

The City has advertised for residents to submit letters of interest expressing an interest in writing arguments advocating for or against the measure. The letters of interest are due to the City Clerk by 1:00 p.m. on February 18, 2025. The names of those individuals that have submitted letters of interest will be provided at the meeting.

Resolution No. R2025-003 appoints a committee to write and submit arguments advocating the approval of Proposition 1 for the local voters’ pamphlet.

3) Policy Support:

C. Create and Maintain a Transportation System Safe for All Modes of Travel

4) Alternatives:

- Do not appoint a committee in support of Proposition 1 and allow the County to do so.
-

5) Fiscal Notes:

None as a result of this action. If renewed by qualified electors, the TBD sales tax is estimated to generate more than \$30 million for street maintenance in the next ten years.

6) Attachments:

A. Resolution No. R2025-003 appointing a committee in support of Proposition No. 1

RESOLUTION NO. R2025-003

A RESOLUTION of the City Council of the City of Tumwater, Washington, appointing a committee in support of Proposition No. 1, seeking renewal and continued imposition of a two-tenths of one percent (0.2%) sales and use tax to be collected for ten years to fund transportation improvements, to write an argument in the Thurston County Local Voters' Pamphlet.

WHEREAS, on September 16, 2014, the City of Tumwater approved Ordinance No. O2014-019 creating the Tumwater Transportation Benefit District (the "District") pursuant to Chapter 36.73 RCW; and

WHEREAS, with voter approval, the District may impose a sales and use tax in accordance with RCW 82.14.0455 in the amount of two-tenths of one percent for a period of ten years for the purpose of funding or financing certain transportation improvement projects identified in Ordinance No. O2014-019; and

WHEREAS, the City Council, serving as the Tumwater Transportation Benefit District Board, finds that the best interests of the inhabitants of the District, which boundaries are the same as the boundaries of the City, require the renewal of the sales and use tax; and

WHEREAS, on January 21, 2025, by passage of Resolution R2025-001, the City Council requested the Thurston County Auditor include in the Local Voters' Pamphlet produced for the April 22, 2025, Special Election, in the manner provided by law, for the purpose of submitting to the qualified voters of the City of Tumwater, Washington, Proposition No. 1, seeking to renew a sales and use tax in the amount of two-tenths of one percent (0.2%) within the boundaries of the district for a period of ten (10) years to fund transportation projects; and

WHEREAS, RCW 29A.32.280 requires the City Council formally appoint a committee of not more than three individuals to write an argument in support of the proposed Proposition for the Local Voters' Pamphlet; and

WHEREAS, on January 24, 2025, a notice soliciting individuals willing to serve on a committee to advocate approval or a committee to advocate rejection of the Proposition was published in *The Olympian*, announced on the City's website and Facebook page, as well as emailed to parties previously expressing interest in the sales and use tax; and

Resolution No. R2025-003

Appointment for Committee in Support of Proposition No. 1 – Page 1 of 3

WHEREAS, the following individuals have indicated their willingness to serve on the Committee to write an argument in support of Proposition No. 1:

- 1. Pete Kmet
- 2. Nancy Stevenson
- 3. _____

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

Section 1. Supporting Committee Appointment. The City Council appoints the following listed individuals to serve on the Committee to write the argument in support of Proposition No. 1:

- 1. Pete Kmet
- 2. Nancy Stevenson
- 3. _____

Section 2. Certify Committee. Pursuant to this Resolution, the City Clerk is hereby directed to complete and submit the Support and Opposition Committee Form to the Thurston County Auditor’s Office no later than February 21, 2025.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 4. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ___ day of _____, 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

TO: City Council
FROM: Lisa Parks, City Administrator
DATE: February 18, 2025
SUBJECT: O2025-007, Amending the 2025 Salary Schedule

1) Recommended Action:

Approve Ordinance No. O2025-007 amending the 2025 Salary Schedule

2) Background:

Early in 2024 City Department Directors embarked on a workforce planning process, evaluating what organizational structure and required staffing levels were necessary to provide the services required by State law and to accomplish other, additional Council established priorities. At the time, the City’s Information Technology (IT) staff were included as part of the Finance Department, and two separate draft workforce plans were created: one with the staff remaining in Finance and the other contemplating those staff being included in a new, independent IT Department.

During the development and review of the 2025-2026 Biennial Budget, the IT positions – both existing and proposed - were identified using the Finance Department position titles and salary ranges because the creation of a new IT Department had not yet been finalized. Ordinance No. 2024-010 was adopted on November 19, 2024, which (in part) established the new IT Department.

Staff have been implementing the new IT Department and working to recruit and hire the approved new IT positions to support the ERP Implementation project and the Law Enforcement Body Worn Camera project. To facilitate and improve this process, the IT Director has requested minor modifications to some IT position titles and adjustments to the salary grades and ranges for other positions. These requests do not require any adjustments be made to the adopted budget, however they do require Council approval because the salary schedule establishing the City’s positions and salary ranges is adopted as Exhibit B to Ordinance No. O2024-007 which adopted the budget.

Staff is requesting consideration and approval of the proposed changes to the new IT Department positions and salary ranges.

3) Policy Support:

Refine and Sustain a Great Organization.
Attract, retain, and promote a talented and diverse workforce.

4) Alternatives:

Do not approve the changes

5) Fiscal Notes:

The proposed changes to the new IT Department position titles and salary ranges does not alter the 2025-2026 Biennial Budget.

6) Attachments:

- A. Revised Adopted Final 2025 Salary Schedule
- B. Ordinance No. O2025-007

ORDINANCE NO. O2025-007

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending the 2025 salary schedule as more particularly described herein.

WHEREAS, the City of Tumwater adopted Ordinance No. O2024-007 on December 3, 2024 including the Salary Schedule set forth in Exhibit B; and

WHEREAS, the Salary Schedule, as adopted, includes positions and salary ranges for various Information Technology (IT) employees who were working in the Finance Department; and

WHEREAS, a new Information Technology (IT) Department was created by adoption of Ordinance No. O2024-010; and

WHEREAS, the new IT Department necessitates updated titles for its positions as well as minor adjustments to the salary ranges for those positions; and

WHEREAS, the titles for the new IT Department positions and the associated minor adjustments to the salary ranges do not create any new positions nor do they change the Total Approved FTE count for the City; and

WHEREAS, the titles for the new IT Department positions and the associated minor adjustments to the salary ranges do not require an amendment or adjustment to the 2025-2026 Budget set forth in Exhibit A of Ordinance No. O2024-007 as it was adopted on December 3, 2024;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Salary Schedule Adopted. The City of Tumwater Salary Schedule, attached hereto as Exhibit A, is hereby adopted.

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

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall become effective five (5) days after passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 20__.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

2025 Classification and Pay Schedule 2.0 COLA				
Minimum Wage: \$16.66 Hourly			Exhibit A	
Number	Active Job Classes	Grade	Minimum	Maximum
101	City Administrator	44	14695	19692
102	City Attorney	42	13328	17861
103	Administrative Services Director	41	12694	17011
104	Human Resources Analyst	29	7068	9472
105	Assistant City Administrator	39	11514	15429
106	Human Resources Program Manager	35	9472	12694
107	Department Assistant III	24	5538	7422
108	Department Assistant II	22	5023	6732
109	Department Assistant I	21	4784	6411
110	Senior Human Resources Analyst	31	7793	10443
111	Assistant City Attorney	35	9472	12694
112	Administrative Assistant	25	5815	7793
113	Executive Assistant	27	6411	8592
114	Management Analyst	29	7068	9472
115	Finance Director	41	12694	17011
116	Deputy Finance Director	37	10443	13995
117	City Clerk	31	7793	10443
118	Accountant	29	7068	9472
119	Payroll Officer	28	6732	9021
120	Accounting/Utility Billing Supervisor	31	7793	10443
121	Accounting Assistant I	22	5023	6732
122	Deputy City Clerk	27	6411	8592
124	Accounting Technician	24	5538	7422
126	Human Resources Specialist	27	6411	8592
132	Volunteer Coordinator	25	5815	7793
133	Police Administrative Manager	36	9946	13328
140	Police Services Specialist I	25	5815	7793
141	Police Services Specialist II	28	6732	9021
142	Communications Manager	36	9946	13328
143	Economic Development Coordinator	29	7068	9472
144	Senior Accountant	31	7793	10443
146	Records Clerk	22	5023	6732
148	Paralegal	27	6411	8592
149	Community Engagement Specialist	25	5815	7793
152	Accounting Assistant II	23	5274	7068
153	Assistant Planner	27	6411	8592
200	Senior Engineer	35	9472	12694
202	City Engineer	37	10443	13995
207	Deputy Water Resources & Sustainability Director	37	10443	13995
208	Water Resources Program Manager	35	9472	12694
209	Engineer III	34	9021	12089
210	Transportation & Engineering Director	41	12694	17011
211	Engineer II	32	8182	10965
212	Engineer I	30	7422	9946
213	Senior Water Resources Specialist	29	7068	9472
214	Water Resources Specialist	28	6732	9021

Number	Active Job Classes	Grade	Minimum	Maximum
215	Engineering Tech IV	27	6411	8592
216	Senior Inspector	29	7068	9472
217	Engineering Tech III	26	6106	8182
218	Water Resources & Sustainability Director	41	12694	17011
219	Engineering Technician II	25	5815	7793
220	Urban Forrester	28	6732	9021
221	GIS Program Manager	35	9472	12694
222	Senior Water Resources Specialist	29	7068	9472
223	Deputy Transportation & Engineering Director	37	10443	13995
224	Sustainability Manager	35	9472	12694
225	Utilities Operations Manager	36	9946	13328
226	Transportation Operations Manager	36	9946	13328
227	Community Development Director	41	12694	17011
228	Deputy Community Development Director	37	10443	13995
229	Permit Manager	36	9946	13328
230	Assistant Utility Operations Manager	33	8592	11514
231	Associate Planner	29	7068	9472
234	Senior Planner	34	9021	12089
235	Planning Manager	36	9946	13328
237	Permit/Planning Technician	24	5538	7422
240	Parks and Recreation Director	41	12694	17011
241	Recreation Supervisor	31	7793	10443
242	Recreation Coordinator	25	5815	7793
243	Recreation and Marketing Specialist	25	5815	7793
244	Recreation Manager	36	9946	13328
250	Golf Operations Manager	35	9472	12694
252	Golf Course Superintendent	35	9472	12694
253	Golf Maintenance Worker I	22	5023	6732
254	Golf Maintenance Worker II	23	5274	7068
256	Golf Operations Coordinator	25	5815	7793
257	Sustainability Coordinator	29	7068	9472
258	Arts Specialist	25	5815	7793
259	GIS Analyst	28	6732	9021
316	Parks Manager	35	9472	12694
317	Facilities Manager	35	9472	12694
318	Building Maintenance Worker I	23	5274	7068
319	Parks Maintenance Worker II	23	5274	7068
320	Parks Maintenance Supervisor	29	7068	9472
321	Equipment Repair Technician	25	5815	7793
322	Building Maintenance Supervisor	29	7068	9472
323	Parks Maintenance Lead	26	6106	8182
324	Parks Maintenance Worker I	22	5023	6732
326	Building Maintenance Worker II	25	5815	7793
342	Traffic Signal and Streetlight Tech II	Per Contract		
344	Electrician II	Per Contract		
345	Fleet Technician I	Per Contract		
349	Field Crew Lead	Per Contract		
351	Maintenance Tech I	Per Contract		
352	Maintenance Tech II	Per Contract		

Number	Active Job Classes	Grade	Minimum	Maximum
353	Maintenance Tech III	Per Contract		
362	Systems Administrator	31	7793	10443
363	Information Technology Director	41	12694	17011
368	Business Applications Analyst I	28	6732	9021
369	Systems Administrator II	33	8592	11514
370	Technician II	30	7422	9946
371	IT Project Manager	35	9472	12694
372	Business Applications Analyst II	30	7422	9946
373	Golf Operations Supervisor	26	6106	8182
374	Fleet Technician II	Per Contract		
401	Building and Fire Safety Official	36	9946	13328
403	Building and Fire Safety Plans Examiner	28	6732	9021
405	Building/Fire Safety Inspector	27	6411	8592
408	Inspector - Stormwater	27	6411	8592
409	Police Chief	42	13328	17861
410	Police Commander	40	12089	16201
413	Police Lieutenant	Per Contract		
414	Police Sergeant	Per Contract		
415	Police Officer	Per Contract		
416	Police Evidence Technician	26	6106	8182
417	Police Management Analyst	31	7793	10443
418	Police Records Supervisor	29	7068	9472
431	Fire Chief	42	13328	17861
433	Deputy Fire Chief	40	12089	16201
435	Battalion Chief	Per Contract		
437	Paramedic Lieutenant	Per Contract		
438	Fire Training Lieutenant	Per Contract		
439	Fire Lieutenant	Per Contract		
440	Fire Prevention Officer I	Per Contract		
441	Paramedic Firefighter	Per Contract		
442	Firefighter	Per Contract		
444	Medical Services Officer and BC	Per Contract		
445	Fire Prevention Officer II	Per Contract		

Total FTE Count is 275 for the 2025-2026 Biennium