



**CITY COUNCIL  
MEETING AGENDA**

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

**Tuesday, April 19, 2022  
7:00 PM**

- 1. Roll Call**
- 2. Flag Salute**
- 3. Special Items:**
  - a. Land Blessing with Squaxin Island Tribal Council Chairman Kris Peters
  - b. Joint Base Lewis-McChord (JBLM) 17th Field Artillery Brigade Update by Major Ian Sandall
  - c. Proclamation: Child Abuse Awareness Month; April 2022
- 4. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 5. Consent Calendar:**
  - a. Approval of Minutes: City Council Special Meeting, March 22, 2022
  - b. Approval of Minutes: City Council Worksession, March 22, 2022
  - c. Approval of Minutes: City Council, April 5, 2022
  - d. Payment of Vouchers (Shelly Carter)
  - e. Fourth Amendment to Service Provider Agreement for Historic Brewery Tower Renovation (Don Carney)
  - f. Memorandum of Understanding with the City of Lacey and Thurston County for Governance, Decision Making and Administration of the Community Development Block Grant (CDBG) Program in 2022-2024 (John Doan)
  - g. Appointment of Anthony Varela to the Planning Commission (Hanna Miles)
  - h. One Washington Memorandum of Understanding Related to National Opioid Allocation and Settlement (Karen Kirkpatrick)
  - i. JBLM Fire Mutual Aid Agreement (Brian Hurley)
  - j. Preserve Park Playground Equipment (Don Carney)
- 6. Council Considerations:**
  - a. Summer Experiences and Enrichment for Kids (SEEK) Grant (Chad Harvell)
  - b. Regional Fire Authority Briefing (Brian Hurley)

## **7. Committee Reports**

- a. Public Health and Safety Committee (Leatta Dahlhoff)
- b. General Government Committee (Michael Althausen)
- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Debbie Sullivan)

## **8. Mayor/City Administrator's Report**

## **9. Councilmember Reports**

## **10. Adjourn**

### **Remote Meeting Information**

To comply with Governor Inslee's Proclamation 20-28, the Tumwater City Council meetings will be conducted remotely, not in-person, using a web-based platform. The public will have telephone and online access to all meetings.

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### **Public and Written Comment**

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\\_7BeMYKfCQdimr5s4F6t7cA](https://us02web.zoom.us/webinar/register/WN_7BeMYKfCQdimr5s4F6t7cA)

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

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

### **Post Meeting**

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<https://tcmedia.org/channels.php>

### **Accommodations**

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# Proclamation

*WHEREAS*, the City of Tumwater recognizes our future rests in the hands of our most vulnerable and cherished assets - our children; and

*WHEREAS*, child abuse and neglect is a serious problem affecting every segment of our community and finding solutions requires input and action from everyone; and

*WHEREAS*, child abuse, neglect and other adverse childhood experiences are recognized as serious public health problems affecting both the current and future quality of life in our community; and

*WHEREAS*, effective child abuse prevention strategies succeed because of partnerships among youth-serving agencies, schools, religious organizations, law enforcement agencies, health care providers, and the business community; and

*WHEREAS*, all children deserve to live in safe, stable, and nurturing environments that promote healthy growth and development; and

*WHEREAS*, it is the responsibility of our community to ensure parents, caregivers and other adults who influence the health and well-being of children have the support, knowledge and concrete resources necessary to ensure all children thrive to their greatest potential.

*NOW THEREFORE*, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim

*April 2022*

*Child Abuse Prevention Month*

and I urge all Tumwater residents, communities, state agencies, faith groups, medical facilities, elected leaders, medical providers, educators, and businesses to increase their participation in efforts to support families, increase and support public safety and youth-serving agencies to help prevent the further abuse and neglect of our children and strengthen the community in which we live.

Signed in the City of Tumwater, Washington, this 19<sup>th</sup> day of April in the year, two thousand twenty-two.



  
Debbie Sullivan  
Mayor

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

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

Staff: City Administrator John Doan and Administrative Services Director James Trujillo.

**POLICE GUILD  
THREE YEAR  
CONTRACT  
APPROVAL  
REQUEST:**

Director Trujillo reported the proposed three-year Police Guild Contract for 2021, 2022, and 2023 is estimated to cost \$911,000.00 assuming the third-year is the highest amount as it could range from a 2% to 6% increase based on the Seattle-Tacoma-Bellevue CPIU. Other provisions in the contract include changes to longevity pay and providing premium pay for SWAT members. The overall contract is competitive and positions the City well against other comparable cities. The contract should assist the City in successful recruitment and retention of law enforcement personnel.

Councilmember Jefferson asked whether the contract could accommodate any potential changes to police rules and regulations. Director Trujillo advised that the contract includes a provision to reopen the contract to consider impacts from any legislative changes. Based on conversations with Police Chief Weiks surrounding recent legislation changes, it appears none of the recent changes would impact the contract.

**MOTION:** **Councilmember Dahlhoff moved, seconded by Councilmember Jefferson, to accept the Police Guild three year contract as presented. Motion carried unanimously.**

**COMMUNITY  
DEVELOPMENT  
BLOCK GRANT  
(CDBG)  
FUNDING:**

City Administrator Doan reported every three years the City distributes approximately \$1 million in federal Community Development Block Grant (CDBG) funds for housing and other community human services as part of a partnership with Thurston County and the City of Lacey. During the last funding round, one award was \$267,414.44 to Thurston County Housing Authority for the expansion of the Sequoia Landing Project in Tumwater. Unfortunately, the Housing Authority is no longer eligible for the CDBG funds for that proposal. The clock is ticking to obligate those funds to another project. During the Council's recent discussion to reallocate the funds, the Council recommended allocating the \$267,414.44 to Habitat for Humanity for the Henderson Street Project. Since then, the Housing Authority forwarded a proposal to reallocate the funds to help fund a rehabilitation project to the Falls Pointe residential community at 411 West Lee Street in Tumwater.

City Administrator Doan reviewed options for consideration:

- Allocate the funds to the Habitat for Humanity Henderson Street Project
- Allocate the funds to a Housing Authority renovation project



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- Issue a new RFQ and see what projects are available
- Support a housing project in Lacey including a hotel purchase and renovation to housing
- Support the acquisition of the OYO Hotel for housing (*not sure of viability of this proposal because of timing associated with required expenditure of funds*)

City Administrator Doan reported the request is for final action on the reallocation of the remaining funds.

The Council discussed the Council's previous conversation for reallocating the funds. At that time, the Council unanimously approved awarding the funds to the Habitat for Humanity project. Councilmember Swarthout expressed interest in learning more about the scope of the project proposed by the Housing Authority. She pointed out that Habitat for Humanity recently received a \$2 million grant.

A majority of the Council supported retaining the initial recommendation of allocating the funds to the Habitat for Humanity Henderson Street Project. Councilmember Swarthout supported allocating the remaining funds to the Thurston County Housing Authority to repair existing housing in the City. Councilmember Althausser offered a proposal of splitting the funds equally between the Housing Authority and Habitat for Humanity. He cited some of the repairs proposed, especially as it relates to installing heat pumps as heat pumps serve as air conditioners, which are important during heat waves, similar to last year's heat wave. Some of the upgrades would be helpful especially to seniors during high temperatures.

The Council discussed following up with the Housing Authority to share information on potential funding availability through the Regional Housing Council funding process.

**MOTION:** Councilmember Cathey moved, seconded by Councilmember Schneider, to reassign \$267,414.44 to the Habitat for Humanity Henderson Street Project. Motion carried. Councilmember Swarthout opposed.

**ADJOURNMENT:** Councilmember Dahlhoff moved, seconded by Councilmember Schneider, to adjourn the meeting at 5:55 p.m. Motion carried unanimously.

Prepared by Puget Sound Meeting Services, psmsoly@earthlink.net

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**CONVENE:** 5:55 p.m.

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

Staff: City Administrator John Doan, Communications Manager Ann Cook, and Planning Manager Brad Medrud.

**TUMWATER  
HOUSING ACTION  
PLAN – POTENTIAL  
MEASURES FOR  
ADDRESSING  
TENANT  
PROTECTIONS:**

Manager Medrud reported the briefing covers potential measures for addressing tenant protections. A number of measures require additional information. The request is to establish some priorities for specific actions and measures the City would pursue to address tenant protection. The measures and actions can be pursued by the City or in cooperation with other jurisdictions in the county. Tenant protection has been an ongoing discussion by the work group and the Council. Staff acknowledges that there could be some advantages by working regionally on tenant issues. Regionally, it is preferable to have one set of regulations and requirements rather than different sets by each jurisdiction. The proposal at this time is to move forward independently while keeping other jurisdictions informed of the City's actions.

Manager Medrud described the background and impetus for embarking on potential measures to address tenant protections. A City work group was formed to review measures to make it easier for renters to access housing and stay housed within the City. The work group serves as the foundation for the work on the issue. With the Council's adoption of the Tumwater Housing Action Plan, a number of tenant protection actions were included in the plan. As part of the work by the work group, comprised of City Administrator Doan, City Attorney Kirkpatrick, Director Matlock, Manager Medrud, General Government Committee Chair Althausen, and a consultant (early in the process), initial work began with a review of current tenant protections in Tumwater Municipal Code (TMC) Chapter 5.70 *Unfair Housing Practices*, a review of state requirements under the Residential Landlord-Tenant Act (RLTA), and monitoring of current legislative changes to the RLTA since 2018. The state has rapidly passed changes and improvements to RLTA superseding the City's need to adopt some actions originally contemplated. Additionally, the work group examined other measures implemented by other jurisdictions to address tenant protections.

The work group integrated actions included in the September 2021 Housing Action Plan and work group measures under consideration into one table and established a suggested order of priority.

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Manager Medrud reviewed the items and suggested order of actions with the understanding the City lacks the necessary resources to complete all actions concurrently. The General Government Committee reviewed the table in January and February and recommended presenting the following table for review by the Council. He noted a “measure” is from the original list created in 2018 and subsequently updated and “sections” are specific Housing Action Plan actions.

Manager Medrud reviewed proposed actions and priorities:

**Priority 1: Measure 18:** Create a list of landlords for communication regarding notices and enforcement.

**Action 5.d:** Establish a rental registration program to improve access to data and share information with landlords. The intent initially, is educating property owners, property managers, and tenants about City housing code and their respective responsibilities. Later, the City could expand the program to require property owners to verify that their properties meet City property maintenance codes and standards on a regular basis. Council consideration includes funding for staffing through the Council’s 2023-24 biennial budgeting process. Staff has some suggestions on the schedule to develop and operate a rental registration program. Staffing issues include the loss of Senior Planner David Ginther at the end of the month to assume a position with the City of Olympia. The City is recruiting for a senior planner position. The communications strategy is an important aspect of a program. Staff plans to work closely with the Communications Manager and the department to communicate with landlords and tenants about the proposed program(s).

Manager Medrud reviewed the intent, scope, cost, staffing, and timeline of the proposal.

**1) Registration:**

- Begin with multifamily residential rental properties of five or more units initially to test program before expansion.
- Expand to register all residential rental units regardless of number of units after initial test.
- Property owners would be required to register when they begin renting residential units.
- Exceptions would be included for uses such as institutional or public residential uses and short-term commercial rentals.

**2) Education Component – First Phase**

- The intent is using the rental registration program to educate property owners, property managers, and tenants about state and City housing regulations and their responsibilities.

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**3) Inspection Component – Second Phase**

- All registered rental properties would be inspected under the City’s Property Maintenance Code when initially registered.
- All registered rental properties would be inspected at least once every three years thereafter.
- The property owner must hire a qualified rental housing inspector or City inspector for inspections.
- The City’s existing complaint-based code enforcement for housing code violations would continue

**4) Cost**

- Property owners would pay a small per rental unit fee to offset costs of the program.
- City general government funds would be expected to cover remaining costs, potentially in the \$100,000 to \$150,000 annual range
- Costs would be higher to start the program before per rental unit fees are collected to offset costs to the general government fund.

**5) Staffing**

- Recommend the City hire 1.0 FTE to manage the program.
- The FTE could function as the City’s housing inspector for the program, as well as managing the registration and educational components.
- The City could consider this position to assume responsibilities for the rental housing navigator role.

**6) Timeline**

- Public engagement process with tenants, small and large landlords, and property maintenance companies in spring 2022.
- Prepare ordinance to create new section in Title 5 *Business Taxes, Licenses and Regulations* to establish a rental housing registration program in summer 2022.
- Initial authorization and annual funding would be through the 2023-24 biennial budgeting process.

**Priority 2: Measure 19:** Contract with Dispute Resolution Center for tenant and landlord conflict resolution services. Staff is seeking approval to proceed with developing a draft proposal.

Manager Medrud reported the intent of the proposal is to provide direct City support for the mediation of landlord-tenant disputes by an independent third party. The Dispute Resolution Center serves this purpose in Thurston County and provides a way to avoid the cost and time of pursuing action through the courts. Council considerations include

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funding through the 2023-24 biennial budgeting process, consideration of the schedule for staff to develop, manage, and staff a program, and development of a communications strategy to inform landlords and tenants about the City's program. The draft scope includes developing the initial scope of services by:

- Working with the Dispute Resolution Center to identify the scope of services offered by the Center, costs for services, capability of including a sliding scale for clients if City helps to offset costs, and identification of other services to include in a contract.
- Determine when the 10-day notice for eviction is officially enacted.
- Prepare a scope of services with options and costs for consideration by the Council.
- The Council could determine whether the City pays the full or subsidized cost up to a particular amount.
- Prices would need to be established after discussions with the Dispute Resolution Center
- City government funds would be required to be allocated for the program with the potential annual cost of \$50,000 to \$100,000.
- The timeline involves a public engagement process with tenants, small and large landlords, and property maintenance companies in spring 2022.
- Initial authorization and annual funding would be determined through the 2023-24 biennial budgeting process.
- The proposed tenant protection ordinance would include:
  - Requirement for landlords to distribute certain housing related information, including rights and responsibilities to tenants
  - Require deposits, as well as recurring and one-time fees are included in written agreements
  - Landlord failure to comply could be a renter's defense to eviction and the landlord would be subject to liability and penalties
  - Prohibit the waiving of City requirements
  - Require notification a specific number of days prior to eviction and of no-cause eviction
  - Require notification a set specific number of days prior to any rent increase

**Priority 3: Action 2.e:** Identify and implement appropriate tenant protections that improve household stability.

**Priority 4: Action 5.b:** Fund Housing Navigators to assist households,

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renters, homeowners, and landlords with housing issues.

**Priority 5: Action 1.k:** Enhance enforcement of property maintenance codes to keep housing in good repair. *Councilmember Cathey questioned whether the action could be coordinated in tandem with non-profits as her concern surrounds maintenance of properties owned by seniors unable to maintain their property. She is aware of a situation where the property owners did not have the funds to hire assistance and was referred to Rebuild Together, which assisted the owners in property repairs. Manager Medrud emphasized the importance of awareness of other resources in the community that may be available to offer assistance. Priority 6 is tied to the issue because the intent is not pursuing a code violation if there are other options available.*

*Councilmember Jefferson asked about any other jurisdictions where similar programs have been effective. Manager Medrud said a number of similarly sized jurisdictions either have implemented or are in the process of implementing programs. Staff recommends that as the action is pursued, such as establishing a registration program, more follow-up with those jurisdictions would be helpful. The City of Auburn has a program that covers the basis of a registration program with support services. A conversation with the City of Auburn is warranted as to how the program is working and any changes the city might recommend. The City of Aberdeen added a program to its enforcement program of a requirement for inspection of rental properties on a three-year basis as part of the program. Staff is seeking direction from the Council on which priorities to begin pursuing.*

**Priority 6: Action 2.f:** Develop a technical assistance or education program for small landlords. A large number of rental properties in the City are duplexes and single-family houses.

**Priority 7: Action 2.h:** Fund an energy assistance program for rental housing or work with landlords do upgrades when the unit is sold

**Priority 8: Action 2.g:** Assist non-profits in the process of acquiring mobile home parks to turn them into public trusts so that lot rental fees can be controlled. *Councilmember Dahlhoff inquired as to why the priority would require a high level of resources as the Senior Housing Action Team is working on a mobile home stabilization project. Seniors are a vulnerable population and as such seniors do not have extended time. Manager Medrud explained that the action was generated from one of the measures in the resolution adopted in 2018 when various options were considered for preserving existing low-income housing in the City*

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*and existing housing sources in manufactured homes parks as those parks provide over 1,000 units of affordable housing. As part of the work program, staff met with some non-profit organizations specializing in working with property owners and tenants in mobile home parks on ways to transition property. Typically, the action would be voluntary because the property owner has to be willing to make the change. The City has one manufactured home park that is tenant-owned and controlled. Those initial conversations started as initial efforts to begin discussions with some of the current property owners. Staff supports a regional effort as a way for the City to pursue the action and move forward.*

*Councilmember Althausen added that mobile homes parks existing in the City are zoned specific for mobile home parks. The threat exists in other jurisdictions that have not zoned parks solely for that use as the property owner could sell the park. When the committee considered ranking the priorities, the action was ranked lower in priority because the City has established some protections for mobile home parks through the zoning code.*

*Councilmember Dahloff said the protection is important; however, it does not negate increases in rent, which is a concern for seniors.*

**Priority 9: Action 2.d:** Support down payment assistance programs for homeownership and programs that assist people entering the rental market.

**Priority 10: Action 2.c:** Adopt short-term rental regulations to minimize impacts on long-term housing availability. The issue could arise with an increase in Airbnb vacation rentals, which would reduce the supply of housing units.

**Priority 11: Action 2.a:** Have developers provide tenants displaced by redevelopment with relocation assistance.

Manager Medrud reported the request to the Council is direction and authorization for staff to prepare three items for consideration:

1. An ordinance for a rental registration program
2. A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services
3. Ordinances to address tenant protections

Councilmember Althausen complimented Manager Medrud for his efforts on potential measures to address tenant protections and for the thorough

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presentation. The timing is appropriate because the situation has worsened and become more complex. He supports prioritizing the three approaches to help achieve some stability for the community.

Councilmember Dahlhoff echoed similar sentiments with the caveat that the measures are fluid and will require continuous improvements and updates to address changes to ensure flexibility of the programs.

Councilmember Cathey acknowledged and thanked Councilmember Althausen for his efforts on tenant protections, as they have been a personal issue for her for many years as a long-term renter. She supports moving forward.

Councilmember Swarthout conveyed appreciation for the work as it entailed much effort. She questioned the availability of funding and staffing resources to initiate some of the actions by spring and summer 2022. Manager Medrud explained how efforts need to be initiated to determine the next steps and identify needs. If the Council concurs, staff plans to draft a formal proposal with a budget request and any proposed changes to the ordinance. He added that the work program includes an allocation of 160 hours to work on rental housing amendments during 2022, which should be sufficient in terms of staff resources. However, once the program is initiated, additional resources would be required.

Councilmember Jefferson added her support of the proposal and is appreciative that the City is leading the effort and actively engaging.

Manager Medrud thanked the Council for the feedback. Staff will continue to provide updates as the work continues for comments and additional direction.

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

City Administrator Doan reported the Community Development Department is working on efforts to contract with a consultant to work with the City in the development of an equity tool/equity task to assist the City during its processes in understanding and ensuring decision-making is equitable and fair. Staff recommends hiring a consultant with the appropriate expertise to assist the City. The City proposes releasing a Request for Qualifications (RFQ) to identify potential candidates. The request is for several Councilmembers to participate to review the RFQ and become part of the process in addition to several members of the Planning Commission or the Parks and Recreation Commission. The initial ask is to review the RFQ document for language, intent, and the process for selection of a consultant. The process would likely entail several meetings.



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Councilmembers Dahlhoff and Jefferson volunteered to participate.

City Administrator Doan reported the second request involves resuming in-person meetings in a hybrid format. He queried the Council about interest for conducting the April 19, 2022 meeting as the first official hybrid meeting. The City of Olympia is also conducting a hybrid meeting the same evening. The City of Lacey has already initiated hybrid council meetings. The hybrid format affords the ability of staff and the Council to either participate in-person or virtually. The public would have the ability to participate in-person or virtually as well.

Discussion ensued on some of the issues associated with some members attending in-person while others are participating virtually. Individuals participating virtually are often at a disadvantage. It requires some efforts by the members attending the meeting to view and treat virtual participants equally.

In response to questions about masking and distancing, City Administrator Doan said the City would continue to promote physical distancing. If many people attended, one option is using the lobby as a waiting area to reduce crowding in the Council Chambers to maintain physical distancing. The City invested some funding to upgrade the equipment for hybrid meetings. He recognized that some individuals within the current environment might not be comfortable attending the meeting in person. The hybrid option affords them the opportunity to participate and appear virtually. Additionally, people are continuing to wear masks and it is likely some people would attend wearing a mask.

Councilmember Dahlhoff supported the hybrid option recognizing she still has some anxiety after two years of virtual meetings. City Administrator Doan advised that for those members who want to participate in-person, the hybrid option enables virtual participation.

The Council supported conducting a hybrid meeting for the April 19, 2021 Council meeting.

City Administrator Doan said the last item involves a discussion around questions on social media and how the City works within the social media environment. Some of the larger social media platforms include Facebook, Instagram, and Nextdoor. Today, communication is much different than it was 30 years ago in terms of how the City conveys messages to the community. Those changes in communication have required the City to strategically consider each step when communicating

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to the public. Additionally, the electronic world tends to overload with too much communication from all sources or from a particular source creating challenges in how the City conveys messages to the community in a format that does not overwhelm the community.

City Administrator Doan shared that social media is not as easy as it sounds because of the expectations around accuracy, too much information, and expectations for two-way communication.

Communications Manager Cook outlined how the platforms are different. Two-way communication is a valuable tool as most communication from the City is one-way. Social media offers an avenue for listening, considering trends, and as a form of measuring sentiments to help head off issues and problems. She described tools and features available through social media, such as crowdsourcing (a collection of information, opinions, or work from a group of people sourced via the Internet) and standbranding (a critical component of branding aligned with strategy, consistent messaging, and with City mission and values).

Councilmember Agabi asked whether the City is encountering problems with social media or is addressing a problem. City Administrator Doan explained that over the last several weeks, many questions were generated about social media and why the City has undertaken certain actions. The intent of the conversation is to share information on how the City administratively views and structured the City's use of social media. Although the issues are not substantial, the issues evolved as social media has gained momentum and is a tool the community uses to obtain information and to communicate.

Councilmember Agabi commented that if the City has a social media platform that is used to communicate information then that is the responsibility of the City unless there is an issue of Councilmember social media that does not comport with City policy. He suggested the purpose of the conversation is unnecessary because he does not use social media. City Administrator Doan responded that using social media is not a requirement. The discussion is in response to conversations generated during the retreat about the Council having access to City social media accounts.

Councilmember Dahlhoff noted that her email to City Administrator Doan had asked for additional clarifications. She cited different situations involving intergovernmental assignments and discussions involving the use of social media or suggestions to utilize social media for specific messaging. City Administrator Doan said historically, the test for using

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social media as a City representative are those messages involving City activities (Parks, Police, Recreation, Fire, etc.) or they are programs the City has funded. Crossing that line and posting too much of the same information results in the dilution of the City's message as people no longer are interested in the hearing the same message. The inherent risks are irritating the City's audience and diluting the message.

Councilmember Jefferson questioned how she, as a Councilmember, can convey what she believes are important and relevant messages to the community. She cited several circumstances involving the City's first community garden and programs offered through Garden Raised Bounty (GRuB), which is seeking three Tumwater families to build backyard gardens. She asked about the avenues available for her to share the information with the community. She cited the ongoing issue of PTSD especially in today's environment because of the invasion of Ukraine. Many soldiers are suffering because of the invasion and the indiscriminate bombing of civilians. A former soldier with GRuB shared that a PTSD beekeeper program for soldiers is available and funded by the Veterans Administration. The program is free and she would like to share information about the program with the community. She cited the City of Lacey's social media, which includes information on non-profits. She believes her work is relevant with the non-profits and should be shared with the community.

City Administrator Doan responded that the examples represent needs in the community and are real issues occurring within the community. The City of Lacey may have a different social media policy. A number of the programs are funded by the City of Lacey and would meet the test the City of Tumwater has created. The issue speaks to why staff is addressing the issue. It is likely that each Councilmember has four to five similar announcements they would like posted on social media; however, the challenge of posting everything results in the loss of the ability for the City to send its message.

Mayor Sullivan offered the suggestion of including a "Council Corner" within the City's newsletter to share information.

An extensive and intensive discussion followed between staff and the Council citing numerous examples of posting information on the City's social media accounts. Many Councilmembers conveyed their frustration with the policy for limiting the posting of information on the City's social media accounts. City Administrator Doan reiterated that if the City opened social media to more postings, the pages would be full with multiple messages that would eventually dilute the City's message.

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Manager Cook addressed questions about posting recruitment information for police and fire and other City positions. City Administrator Doan added that the Police Department has a Facebook page, which has more followers than the City's page. The department manages the page. He cited conversations with the Fire Department about social media. It will be important for the Fire Department to have social media resources as the discussion on the regional fire authority advances to the ballot to help the community understand the role and responsibilities of the Fire Department.

City Administrator Doan advised that the upcoming consideration for adoption of the Council Rules no longer includes a provision that prohibits the Council from having social media accounts. Instead, a provision was added that enables the City to create a structure for social media for Councilmembers.

Councilmember Dahlhoff commented on the importance of seeking some resolution as to how the City can accommodate concerns and needs regardless of the platform to ensure the Council feels it has a voice. City Administrator Doan acknowledged the comment and indicated staff would consider options and follow up with the Council.

City Administrator Doan reported on an earlier meeting with the State Auditor earlier in the day. Councilmember Schneider and Mayor Sullivan joined the meeting. The state reported the City had a clean audit with no conditions. He congratulated staff and all employees for following the rules especially in lieu of the amount of federal funds the City received with is attached with numerous obligations and requirements.

**ADJOURNMENT: With there being no further business, Mayor Sullivan adjourned the meeting at 8:10 p.m.**

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

**TUMWATER CITY COUNCIL MEETING**  
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**April 5, 2022 Page 1**

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

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

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Communications Manager Ann Cook, and Recreation Supervisor Charlie Groth.

**SPECIAL ITEMS:**

**PROCLAMATION:** Councilmember Dahlhoff read a proclamation declaring April 22, 2022 as  
**EARTH DAY, APRIL** Earth Day in the City of Tumwater. The proclamation encouraged all  
**22, 2022:** people in the City of Tumwater to participate in the City's Earth Day and Arbor Day celebrations and support efforts to protect trees and woodlands.

Recreation Supervisor Charlie Groth reported this year, both Earth Day and Arbor Day will be celebrated on Saturday, April 23, 2022 during a joint service project with Lacey, Olympia, and Thurston County in coordination with the PARC Foundation and local Lions Clubs. Local high school and middle school students have been invited to participate, as well as the community. The Earth Day event will be held at Tumwater Historical Park and includes removal of invasive ivy, mulching, and preparing native garden beds. The Arbor Day celebration includes a tree planting at Historical Park.

**PROCLAMATION:** Councilmember Schneider read a proclamation declaring April 29, 2022 as  
**ARBOR DAY, APRIL** Arbor Day. Arbor Day is observed nationally on April 29, 2022. This  
**29, 2022:** year marks the 150<sup>th</sup> anniversary of Arbor Day. This year, the Arbor Day event is on Saturday, April 23, 2022 from 10 a.m. to noon featuring a drive-through format at Tumwater Historical Park to receive Arbor Day memorabilia, free plants (while supplies last), and the opportunity to ask professional arborists questions about the proper care and planting of trees.

**UPDATE ON** City Administrator Doan updated the Council on the status of efforts on the  
**REGIONAL FIRE** Regional Fire Authority (RFA). The Public Health and Safety Committee  
**AUTHORITY:** is scheduled to receive an update on the RFA in April followed by a City Council worksession on April 19, 2022 to receive a presentation by the RFA consultant on the status of the planning committee. Councilmember Dahlhoff chairs the RFA Planning Committee. The intent is to present a proposal no later than fall for a potential ballot measure in spring 2023. The planning committee has held five meetings, adopted a charter for guiding the work, and approved a work plan that includes the delivery of a RFA plan to the City Councils of Olympia and Tumwater by fall 2022. The planning committee is evaluating financial options and is developing a seven-year financial model for an RFA, governance options, labor costs,

**TUMWATER CITY COUNCIL MEETING  
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and a public engagement process. A virtual public meeting is tentatively scheduled on the evening of May 19, 2022 representing the first opportunity of two for the public to engage and ask questions and share any concerns.

**PUBLIC  
COMMENT:**

**Pamela Hansen, P.O. 14521, Tumwater**, cited the proposed action later in the meeting to approve the City Council Rules and Procedures. She cited her disagreement with several changes to the provisions claiming that the Council is not moving toward being a participatory government entity and that the Council Rules are moving backwards instead of forward. She stated her opposition to the 12-year tax year exemption approved by the Council in November 2021. She disagreed with the expenditure of \$30,000 for golf balls as referenced in the agenda packet. The *Olympian* has neglected to state that Mayor Sullivan is on the Board of Directors of the Community Action Council of Lewis, Mason, and Thurston County. That entity has had pandemic funds suspended by the county due to evidence of taxpayer money that is reported to be in a suspected fraud pay and chase audit and recovery status.

**CONSENT  
CALENDAR:**

- a. Approval of Minutes: City Council Worksession Joint Planning Commission, December 14, 2021
- b. Approval of Minutes: City Council Worksession, December 14, 2021
- c. Approval of Minutes: City Council Worksession, January 25, 2022
- d. Approval of Minutes: City Council Joint Tumwater School District, February 3, 2022
- e. Approval of Minutes: City Council Worksession, February 22, 2022
- f. Approval of Minutes: City Council, March 1, 2022
- g. Approval of Minutes: City Council Worksession, March 8, 2022
- h. Payment of Vouchers
- i. Day - Right of Entry Agreement
- j. Interlocal Agreement for Electrification Cost Assessment
- k. Linwood Avenue Sidewalk Grant Agreement
- l. 2021 Pavement Maintenance Project – Acceptance of Work
- m. Barnes Lake Management District (LMD) Annual Work Plan and Operating Budget
- n. Ordinance No. O2022-011, 2022 Salary Schedule Amendment
- o. Agreement for the Purchase of LOTT House on Henderson – Contract Extension
- p. Interagency Agreement with WSDOT for Material Testing
- q. Janitorial Services Agreement

**MOTION:**

**Councilmember Swarthout moved, seconded by Councilmember Schneider, to approve the consent calendar as published. A voice vote approved the motion unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

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**COUNCIL  
CONSIDERATIONS:**

**RESOLUTION NO.  
R2022-006;  
ADOPTING  
AMENDED CITY  
COUNCIL RULES  
AND PROCEDURES:**

City Administrator Doan reported the proposed resolution amends the Council Rules and Procedures. The Council reviewed Council Rules and Procedures during the Council's retreat and during a worksession in February. The proposed document includes changes recommended by staff and changes requested by the Council during those reviews. In response to the public comment, one of the nuances of the policies and procedures is the differentiation between regular meetings and worksessions. The structure of the proposed changes speak to regular meetings as defined as meetings regularly scheduled on the calendar and can be either formal Council meetings or Council worksessions. An alternate is a special meeting, which is not normally included on the calendar of meetings. Worksessions follow all rules as stipulated by state law. Some flexibility was included to provide the ability to conduct worksessions in a variety of locations/places and not confined only to City buildings. Changes to executive sessions speak to enabling the attendance of consultants to an executive session because some topics, such as litigation, could involve external counsel or an expert. It would be important to enable the attendance of those representatives during an executive session.

Staff recommends approval of Resolution No. R2022-006; adopting the amended City Council Rules and Procedures.

Councilmember Althausen referred to the public comment about not preparing minutes for executive sessions. He asked whether the law that legally precludes the Council from discussing issues during an executive session was the main reason for including the language within the proposal to ensure the City follows state law. City Attorney Kirkpatrick advised that the Open Public Meetings Act and the Public Records Act are not always in alignment and, as such, provides no protection for public access to executive session meeting minutes, which is why the provision was changed to reflect that no minutes would be produced for an executive session.

City Attorney Kirkpatrick responded to questions from Councilmember Cathey about adding to or changing the meeting agenda. She explained that state law requires the posting of a preliminary agenda prior to the meeting as early as possible but no later than the Friday prior to the meeting. However, some changes are possible. The rules outline the manner in which changes could occur under state law. Typically, changes remove an item or reorder items on the agenda. Should a Councilmember wish to add an item to the agenda, a motion, a second, and a vote of support by a majority of the Council is required. The rules also include the no surprise rule, which speaks to discussing a proposed addition to the

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agenda with the Mayor/City Administrator prior to the meeting. She added that the rule enabling a majority vote of the Council to pull or add an item to the agenda during a meeting should be reserved for emergencies or an item that is subject to a time limitation. Inclusion of an agenda item is preferred to be included on the preliminary posting of the agenda; however, the rules afford another method to add an item later, which is intended for emergency or time sensitive matters.

Councilmember Cathey requested clarification on the appropriate use of City computers as the rules stipulate the use of computers only for “official City business.” Commercial, political, personal, or other illegal uses are not allowed. Any posting, blogging, messaging, or social media activity is limited to official City sites and activities and may not be used for personal sites or for social media. She questioned the reason a member of the Council could not include information on an activity they participated in as a City representative.

City Administrator Doan reminded the Council of its prior review of the rules including a discussion about social media and Facebook and the potential for the Council to have access to a City social media account. The line between official City business and personal activities can often be blurred when a member attends an event and posts a picture of the event or activity. The challenge is the line between personal activities and City business. The issue typically arises when a Councilmember attends or engages in an activity they might not otherwise participate in if they were not an elected official. The Council previously discussed an option of assigning the Council a City social media site or Facebook page so the City would have the capability of tracking to meet the challenges of Open Public Records requests. When a Councilmember posts to a personal social media (Facebook) account, the Councilmember, as well as the City, are exposed to the risk of an individual requesting a copy of the record through the submission of a request under the Open Public Records Act.

Several Councilmembers indicated the issue was troubling, confusing, and unclear as many Councilmembers participate in volunteer activities through programs and activities often involving the City. It appears that Councilmembers soliciting community support for projects could be in violation of Council rules. City Administrator Doan explained how those activities could be deemed “blurring the line” between personal and official business representing the City. It is difficult to provide clear guidance on many situations. At some point, it may be up to a judge to determine whether an activity is a City or personal activity.

City Attorney Kirkpatrick noted that the provisions cited by Councilmember Cathey pertain to the appropriate use of computers rather than social media. The rule pertaining to social media (#29) speaks to how equipment issued to a Councilmember is used, e.g., computer, phone, or



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other electronic devices. That equipment should only be used for City business and not for personal use. Another rule addresses social media. The proposal revises the rule to afford some flexibility so that the Council could have a City-sponsored forum enabling attendance to City events and posting photos on City-sponsored media as opposed to posting pictures on a personal account to avoid the issue of integrating the two actions that could require opening personal social media or personal equipment to respond to public records requests. As noted earlier both Acts often do not align and were adopted prior to the advent of social media. Consequently, it often creates difficulty in defining specific rules to provide guidance. To provide guidance, staff recommends conducting City business on City equipment and City social media and personal business transacted on personal equipment and personal social media. Often, there might be times when activities overlap; however, to the extent the City can maintain those actions separately, it would be important to enable the City to archive and protect records and protect Councilmembers from corresponding with each other on social media thereby violating open public meetings rules. It is an issue of balance while affording the Council with some flexibility. If a Councilmember attends a City event and wants to post photos of the event, it should be posted on City-sponsored social media.

Several Councilmembers shared how they personally determine whether their participation is either personal or as a City representative. The rules are designed to distinguish what is posted on personal social media and what is posted on official City social media. Councilmember Althaus added that rule #29 appears blurry primarily because state law is blurry and because actions are so subjective. In many cases, determining whether a photo is subject to a public records request will be determined by a judge as state law offers no clear delineation.

City Attorney Kirkpatrick explained that wearing of a City badge is a good way of determining personal or professional participation; however, as a Councilmember, the wearing of a name badge often occurs both in personal or professional situations. It is not possible to determine whether the wearing of a badge dictates whether that participation is personal or as a representative of the City. The factors to consider is whether the event is City-sponsored and whether the attendance is as a Councilmember on behalf of the City or whether attendance is as an individual in a personal capacity regardless of whether a name badge is worn.

In response to several questions regarding the addition of agenda items and the no surprise rule, City Attorney Kirkpatrick explained that state law allows a certain process to add an item to an agenda. However, Council Rule 28.2 speaks to no surprises. It also depends on the type of agenda and the type of meeting as special meeting agendas cannot be amended. The process in state law does not address all situations.

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Councilmember Cathey suggested that it would be helpful for the Council to understand the City's administrative and executive public posting process for a City activity to provide clarification to the Council in terms of proper notification requirements required by the Council for any events or activities.

The Council shared opinions and suggestions as to whether some of the outstanding concerns could preclude adoption of the proposed Council Rules and Procedures. City Attorney Kirkpatrick pointed out that the document does not establish the City's social media policies although some policies were included for guidance. The document is intended to direct Councilmembers to contact either the Mayor and/or the City Administrator for guidance on a process for any issue.

Discussion ensued on Councilmember Agabi questions pertaining to the policies for appropriate use of City electronic equipment. Mayor Sullivan explained that the policies speak specifically to official use only, such as not emailing family members or other personal forms of communications. City equipment can be utilized to search for information pertaining to City business but not to research personal matters. Councilmember Agabi noted the state's policy prohibits de minimus use of electronic equipment. The Council's policies do not speak to de minimus usage. Councilmember Dahlhoff noted that state employees are held to higher standard than most other types of employees. She does not practice de minimus research and only researches information related to Council business. City Attorney Kirkpatrick added that the City has not established a de minimus policy, which is why it has not been defined. Surfing the internet should be related to the business of the City.

Councilmember Cathey spoke against the change for limiting public comments to three minutes rather than allowing 3-5 minutes as previously allowed, as well as the discretion afforded to the Mayor. Mayor Sullivan explained that the time period is applicable for all speakers with public comments limited to three minutes and public hearing testimony limited to three minutes or extended dependent upon the Mayor's discretion. All time limits would be consistently applied to all speakers. Councilmember Cathy urged caution with respect to the three-minute rule and avoiding interruption of a speaker as it could be perceived negatively. Mayor Sullivan offered additional clarification on the intent and stressed the importance of fairness and equity for all speakers.

Councilmember Dahlhoff commented on the good feedback and the continual need for clarification of the policies as the document serves as a living document. She urged action on the document knowing that issues would continue to be clarified and expanded. She acknowledged the difference in styles and different approaches. The City has a strong mayor form of government and a new Mayor with a different style. She urged the

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Council to afford the Mayor with some flexibility.

**MOTION:** Councilmember Dahlhoff moved, seconded by Councilmember Jefferson, to Adopt Resolution No. R2022-006, in substantially similar form as approved by the City Attorney, amending the City Council Rules and Procedures. A voice vote approved the motion. Councilmember Cathey abstained.

**COMMITTEE  
REPORTS:**

**PUBLIC HEALTH &  
SAFETY:**  
*Leatta Dahlhoff*

At the last meeting on March 8, 2022, staff reminded the Council of the importance of participating in online training on the IS-100 class, an introduction to the Incident Command System and the IS-700 class, an introduction to the National Incident Management System. The training is required by all Councilmembers by the end of April. The training requires several hours. The committee also received an update from Patrick O'Connor, Director, Thurston County Public Defense (TCPD), on public defense services provided to indigent individuals charged with criminal offenses in the City of Tumwater.

The next meeting is on April 12, 2022 at 8 a.m. Topics include Police Reform Legislative Update, Police Data 2021, and a Regional Fire Authority Update.

**GENERAL  
GOVERNMENT:**  
*Michael Althausen*

At its last meeting on March 9, 2022, the committee considered ordinances for street tree standards and tree preservation regulations and an interlocal agreement with Thurston County, City of Olympia, and City of Lacey for an electrification cost estimate. The next meeting is scheduled on April, 13, 2022 at 2 p.m. to review annexation of county islands and Urban Forestry Management Plan amendments for landscaping and buffering requirements.

**PUBLIC WORKS:**  
*Eileen Swarthout*

The next meeting is scheduled on Thursday, April 7, 2022 at 8 a.m. The agenda includes consideration of a Fourth Amendment to Service Provider Agreement for Historic Brewery Tower Renovation, an update on the Water Conservation Program, review of the I-5/Trospen Road/Capitol Boulevard Reconfiguration Project, consideration of Preserve Park Playground Equipment, and a request to schedule a public hearing on the proposed increase of the 2022-2035 Barnes Lake Assessment.

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

There was no meeting and no report.

**MAYOR/CITY  
ADMINISTRATOR'S**

City Administrator Doan reported the City of Tumwater received the Thurston Chamber of Commerce Green Business Award and will be

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**REPORT:** recognized at the annual luncheon on Wednesday, April 13, 2022.

A joint public hearing with Thurston County was conducted on several island annexations. The first group of annexations (9) and the second group of annexations (3) were not appealed to the Boundary Review Board. The Council will consider the annexations in April and May.

Mayor Sullivan reported on the outcome of the Intercity Transit Authority meeting on March 16, 2022. The Authority received an update on the successful winter bicycle challenge. The challenge has been expanded to include all forms of bicycling to include weekend and recreational uses and not focusing only on commuting. Staff briefed members on the status of the mandate for masking, which is effective until April 18, 2022 for public transportation.

Mayor Sullivan acknowledged the recent and successful meeting with general managers from local retail businesses.

***Charlie Schneider:***

At the last meeting of Tumwater HOPES, members discussed the upcoming Drug Take Back Program with free distribution of medical lockboxes event scheduled on Saturday, April 30, 2022 from 9 a.m. to noon at the Tumwater Police Station next to City Hall.

At the last Thurston Area Chamber of Commerce monthly forum, representatives from the Squaxin Island Tribe, Nisqually Indian Tribe, and Chehalis Tribe discussed the impacts tribal businesses have on local communities both economically and in employment.

At the last Tumwater Area Chamber of Commerce meeting solicitations were extended for both golfers and sponsors for the Chamber's June 17, 2022 golf tournament at Tumwater Valley Golf Course.

Councilmember Schneider attended the last Public Works Committee meeting as well as participating with other community members to stuff over 20,000 Easter eggs for the Easter Egg Dash on Saturday, April 16, 2022 at Tumwater High School behind the football stadium at 11 a.m.

***Peter Agabi:***

At the last meeting of the Transportation Policy Board meeting on March 9, 2022, members received a presentation on the 2023 Unified Planning Work Program. Tilley Road was identified as one transportation project that could be eligible for funding. Members reviewed a proposed change to the bylaws to change the current two-year terms to three-year terms for Business and Community Representatives because of recruitment difficulties. Thurston Regional Planning Council (TRPC) is conducting a Household Travel Survey in spring 2022 to update the regional transportation model and analysis tools to reflect local conditions and preferences. Households will be randomly selected to participate in the

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survey.

Councilmember Agabi attended the March 10, 2022 High Capacity Transportation Steering Committee meeting, which was supposed to function as a subcommittee of the Transportation Policy Board (TPB). However, members agreed not to move forward with the meeting to eliminate any potential redundancy with the TPB.

Councilmember Agabi attended the April 4, 2022 meeting of the Joint Animal Services Commission meeting. Members discussed the budget and operating issues. Several days ago members received an email concerning the recent discovery of human remains on the Animal Services property off Martin Way. Detectives have opened an investigation.

Councilmember Dahlhoff requested an email update on the transportation report because of the number of elements associated with funding and types of projects. Councilmember Agabi affirmed he would forward information to staff to forward to the Council.

***Michael Althausen:***

Councilmember Althausen reported on his attendance to the Regional Fire Authority Planning Committee meeting on Monday, March 28, 2022 and the March 31, 2022 meeting of the Thurston County Opioid Response Task Force meeting.

At the last Regional Housing Council (RHC) meeting, members discussed funding recommendations for some of the 1277 funding for direct service funding. The recommendations are forwarded to Thurston County Commissioners for acceptance or rejection. One of the recommendations was a contract for \$100,000 to the Community Action Council (CAC) to provide hotel vouchers for people experiencing homelessness. The County Commission has had some concerns about operations with the CAC and elected not to accept the proposal. RHC members reprogrammed the \$100,000 and recommended an even split with the Family Support Center to expand its hotel voucher program and with OlyMAP's (Olympia Mutual Aid Partners) for its hotel voucher program. Members received an update from Thurston County staff about the rental assistance applications. A new contractor is allocating funding to people rather than CAC. The contractor has approximately \$5 million to distribute as soon as possible and is communicating with landlords and tenants to promote a seamless process. The City of Olympia and Thurston County are engaged in discussions about the interlocal agreement for the potential merging of city and county HOME Funds. The City of Olympia purchased a property of approximately six acres in partnership with the Thurston County. The project is undergoing a development review to determine the type of improvements for the site. The status of the scattered site project as part of the pilot program between the City of Olympia and Thurston County to provide some direct service to homeless individuals parked on Ensign

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Road, Wheeler Avenue, and along Capitol Lake to clean up refuse and garbage and offer services is scheduled to sunset. Members will receive a full report on the outcome of the pilot. The report will inform ongoing conversations for next steps. The pilot expires at the end of June.

***Eileen Swarthout:***

At the last meeting of the Climate Mitigation Steering Committee, members discussed completion of Phase 3 and advancing to Phase 4. The interlocal agreement was signed by all partner jurisdictions. Phase 4 includes formation of an advisory group. Staff presented three different options for selection of members of the advisory group. One process included completion of an application by any individual but the recruitment efforts would require more efforts to solicit interest. The second option was designating members from member organizations, such as Intercity Transit, Puget Sound Energy, LOTT Clean Water Agency, and the Thurston Conservation District. The last option was membership by pre-determined organizations or a specific expertise area. The selection process will likely mirror the Phase 1 process involving different groups. The recruitment process is scheduled to begin in May for the advisory group. Members received a presentation on the built environment and the amount of emissions in comparison to targets for reducing emissions from the building sector. Members reviewed countywide built emissions. Following that discussion, the City of Seattle presented information on its building decarbonization. Representatives shared practical experience with building electrification and decarbonization.

On April 1, 2022, TRPC members engaged in an evaluation of the Executive Director, Marc Daily. Members discussed the State Fiscal 2023 Unified Planning Work Program and received a presentation on the Human Services Transportation Plan update. The update will address barriers for people using public transportation. Members discussed the High Capacity Transportation Study. A consultant will be working on high capacity forms of transportation.

***Joan Cathey:***

Councilmember Cathey reported she attended the General Government Committee meeting and the RHC meeting as reported by Councilmember Althausen.

***Angela Jefferson:***

Councilmember Jefferson attended the *Experience Olympia and Beyond* meeting. The organization is now fully staffed. The annual meeting's theme this year is *Happy HR*. The annual meeting is scheduled on June 1, 2022 with the location to be determined. The organization plans to offer a shared image library with photos available to all communities. Since the previous agency's external contract was not renewed, all sales ads will be placed by staff. Staff is working on connecting trails within the regional trail network and other trail systems, such as the Brewery Park trail. A new community guide is planned for release with all communities able to include images in the guide. A new Experience Olympia video is due to be

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released. Hotel occupancy levels in the region are improving to 57.5% from 53% in 2021. The annual goal is 68.2%, the rate prior to the pandemic. The new website is scheduled to be unveiled by the end of May, which will improve visitor experiences. The social media audience and consumer email newsletter experienced an increase in subscribers by 25% over 2021.

During the last Emergency Medical Services Council meeting, members discussed the last hiring process of 10 applicants and a change in bylaws for elections from annually to every two years. Members discussed potential changes in the evaluator instructor process, which would afford departments as many classes based on need rather than relying on Medic One to plan and organize classes. Hospitals are testing a no-divert process until June 3, 2022 with the goal to divert patients to different hospitals. Results from the first 10 days of the process have been promising and effective. Members discussed a potential budget amendment because of inflation. Initially, the forecast for the current budget was an inflation factor of 3% to 5%. Because of the increased cost of gas and inflation costs of 10%, a \$750,000 budget shortfall is anticipated equaling 4.4%. The money from the levy fund will cover the shortfall.

On March 30, the City's LEOFF Disability Board met and approved a medical procedure for a cost of \$39,300.

On April 2, 2022, the first community garden meeting was held with 13 gardeners. Members reviewed rules and regulations for the garden. All garden beds were assigned with the exception of one garden bed. The next phase of the project is construction of a fence to protect the gardens from wildlife.

***Leatta Dahlhoff:***

The Thurston County website includes information on the Thurston County Opioid Response Task Force where all meeting minutes and presentations are available. On March 31, 2022, the Thurston County Opioid Response Task Force sponsored a forum webinar featuring Capital Recovery Center, Justice Outreach Program, City of Olympia staff, and Law Enforcement Assisted Diversion representatives. She recommended visiting the website to view the presentations.

The LOTT Clean Water Alliance Board meets each monthly.

The Regional Fire Authority Planning Committee has increased meetings to twice a month with the next meeting scheduled on Monday, April 11, 2022. She asked the Council to visit the City's webpage on the Regional Fire Authority Planning Committee for information on recent activity by the committee.

Councilmember Dahlhoff acknowledged and recognized Jennifer Belcher,

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who recently passed away. Ms. Belcher served as a legislator for Legislative District 22 and then as the first woman to serve as Public Lands Commissioner. Ms. Belcher stepped back from running for a third term to take care of her family in West Virginia. She returned to Washington several years ago. Councilmember Dahlhoff said she was fortunate to have Ms. Belcher as her mentor for eight years. She urged the Council to acknowledge local trailblazers and not wait to celebrate them until after they pass.

**RECESS TO  
EXECUTIVE  
SESSION:**

**Mayor Sullivan recessed the meeting at 8:49 p.m. for approximately 20 minutes to discuss potential litigation pursuant to RCW 42.30.110(1)(i). No action is to follow the executive session.**

**RECONVENE AND  
ADJOURNMENT:**

**Mayor Sullivan reconvened the meeting at 9:10 p.m.**

**Councilmember Dahlhoff moved, seconded by Councilmember Schneider, to adjourn the meeting at 9:10 p.m. A voice vote approved the motion unanimously.**

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



TO: City Council  
 FROM: Shelly Carter, Assistant Finance Director  
 DATE: April 19, 2022  
 SUBJECT: Payment of Vouchers

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1) Recommended Action:

Staff is seeking City Council ratification of the payment of vouchers 169593 to 169658 in the amount of \$1,497,341.47 dated April 1, 2022 and electronic payments 901498 to 901504 in the amount of \$18,799.59; and payment of vouchers 169659 to 169733 in the amount of \$215,810.65 dated April 8, 2022 and electronic payments 901505 to 901517 in the amount of \$86,798.33.

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2) Background:

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

Vendor	\$	Description
Kraemer, Robert	39,319.27	LEOFF 1 Medical Costs
LOTT Wastewater Alliance	1,242,587.40	February 2022 LOTT Fees
Skycorp, LTD	111,265.52	PE# 2 I-5/Trosper/Capitol Building Demo
Var Technology Finance	55,482.83	Police In-Car Camera System
WA ST Dept of Revenue	40,002.15	Monthly Excise Taxes

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

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3) Policy Support:

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

4) Alternatives:

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

5) Fiscal Notes:

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

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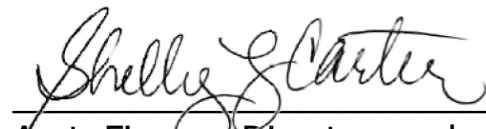
6) Attachments:

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

## EXHIBIT "A"

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

Voucher/Check Nos 169593 through 169658 in the amount of \$1,497,341.47  
Electronic payment No 901498 through 901504 in the amount of \$18,799.59

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

Asst. Finance Director, on behalf of the Finance Director

Checks dated 04/01/2022

## EXHIBIT "B"

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

Voucher/Check Nos 169659 through 169733 in the amount of \$215,810.65  
Electronic payment No 901505 through 901517 in the amount of \$86,798.33

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

Asst. Finance Director, on behalf of the Finance Director

Checks dated 04/08/2022

TO: City Council  
 FROM: Don Carney, Capital Projects Manager  
 DATE: April 19, 2022  
 SUBJECT: Fourth Amendment to Service Provider Agreement for Historic Brewery Tower Renovation

---

1) Recommended Action:

Staff recommends the City Council approve and make a motion authorizing the Mayor to sign the Fourth Amendment to Service Provider Agreement for Historic Brewery Tower Renovation with Cardinal Architecture P.C., increasing the not-to-exceed amount to \$323,315.00 for the term ending December 31, 2023. The Fourth Amendment was recommended for approval by the Public Works Committee at their April 7, 2022, meeting.

---

2) Background:

The City, through Cardinal Architecture P.C., previously completed the Historic Brewery Tower Protection & Renovation Report. The report included a phased strategy and project design for maintaining, preserving, and renovating the City's historic brewery tower.

The City then solicited Statements of Qualifications for architectural services for the design of the next phase of the project to complete limited renovations. Cardinal Architecture P.C. was selected for the design work that ultimately culminated in completion of the Historic Brewery Tower Renovation Phase I – Roof and Masonry construction project. The construction project included removal of a temporary roof over the fourth and fifth floors, new roof gutters and temporary downspouts, damaged and missing brick replacement, and masonry repairs. The service provider agreement was amended to extend the term for Phase I design services.

In 2020, the service provider agreement was amended again to include scope and fee for the Historic Brewery Tower Renovation Phase II Seismic Improvements project. This second amendment increased the not-to-exceed agreement amount to \$312,290 and extended the term of the agreement again. Phase II design services includes schematic design, structural engineering, probable construction costs, construction drawings, and project bid documents. In 2021, a third amendment to the service provider agreement extended the term of services to December 31, 2023. There was no change in the fee amount for this third amendment.

The Fourth Amendment to the Service Provider Agreement is for a fee increase to the Historic Brewery Tower Renovation Phase II Seismic Improvements. The fee increase is due to an hourly rate increase, as well as changes to the updated International Building Code requirements for seismic analysis has increased staff time to complete the analysis.

---

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2021-2026 has identified the following goals to prioritize development/re-development:

A. Pursue Targeted Community Development Opportunities:

Through the on-going renovation projects the City hopes to spur a healthier public/private partnership in rehabilitation of the Historic Old Brewery Tower, include space in the Brew-tower that may be used by the community and serve as a catalyst for the City's vision for redevelopment of the brewery properties.

---

4) Alternatives:

- ☐ Recommend approval of the amendment as is.
  - ☐ Request changes to the scope of work.
  - ☐ Recommend against approval of the amendment.
- 

5) Fiscal Notes:

Funding for the architectural and engineering services to be completed under this Amendment is from the General Government CFP. The City was awarded a \$512,723 Heritage Capital Grant for Phase 2 construction. This design work is essential to developing a good cost estimate for Phase 2 construction. When that estimate is complete, staff will review the estimate and fundraising options with Council to determine whether to proceed with Phase 2 construction.

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6) Attachments:

- A. Fourth Amendment to Service Provider Agreement for Historic Brewery Tower Renovation.

**FOURTH AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
HISTORIC BREWERY TOWER RENOVATION**

This FOURTH Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and CARDINAL ARCHITECTURE P.C., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective July 10, 2018, as amended by a First Amendment dated July 26, 2019, and a Second Amendment dated October 8, 2020, and a Third Amendment dated November 30, 2021, whereby the SERVICE PROVIDER agreed to provide architectural services ("Agreement").

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

C. This project was delayed by COVID-19 and funding from a state-awarded Heritage Capital Projects grant was re-appropriated for the 2021-2022 biennium. The project schedule and SERVICE PROVIDER work plan have been adjusted to align with the terms of the grant.

D. The CITY and the SERVICE PROVIDER desire to amend the Agreement by updating the work plan and extending the term.

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

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for an updated work plan as more particularly described and detailed in Exhibit A-4, attached hereto and incorporated herein.

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2023.

3. COMPENSATION AND METHOD OF PAYMENT.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-4" during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by Eleven Thousand Twenty Five and 00/100 dollars (\$11,025.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the Second Amendment and this Fourth Amendment shall be an amount not to exceed Three Hundred Twenty Three Thousand Three Hundred Fifteen and 00/100 Dollars (\$323,315.00).

\*\*\* Signatures on Following Page\*\*\*



4. 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:

CARDINAL ARCHITECTURE P.C.  
1326 5<sup>TH</sup> Avenue, Suite 440  
Seattle, WA 98101-2628  
Tax ID Number: 602-708-154  
Phone Number: 206-624-2365

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

\_\_\_\_\_  
Signature (Notarized – see below)

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

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: \_\_\_\_\_.

TO: City Council  
 FROM: John Doan, City Administrator  
 DATE: April 19, 2022  
 SUBJECT: Memorandum of Understanding with the City of Lacey and Thurston County for Governance, Decision Making and Administration of the Community Development Block Grant (CDBG) Program in 2022-2024

---

1) Recommended Action:

Authorize the Mayor to sign a Memorandum of Understanding with the City of Lacey and Thurston County for Governance, Decision Making and Administration of the Community Development Block Grant (CDBG) Program in 2022-2024.

---

2) Background:

The City has participated with City of Lacey and Thurston County for the award of federal Community Development Block Grant funds for the past nine years, or three award cycles. In each cycle, the County and south county cities select the awards, the second year is Lacey's turn, and the third year is Tumwater's turn. The annual awards are usually in the vicinity of \$1 million. Tumwater last made awards in 2021 and, with this agreement, would be up again in 2024. The two cities and County have previously committed to the federal government to continue for the next three years. This Memorandum would define how the funds are awarded. There was an effort to focus these funds across the three years on housing. That did not have support of the south county cities. As a result, this memorandum is similar to the agreements that have guided us the past 9 years. Both Lacey and Tumwater have previously funded a significant percentage of the funds to housing projects.

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3) Policy Support:

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

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4) Alternatives:

☐ There are no viable alternatives.

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5) Fiscal Notes:

There are no City funds in this proposal. The County is paid to manage the pass through of these federal CDBG funds.

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6) Attachments:

A. Memorandum of Understanding for Governance, Decision Making and Administration of the Community Development Block Grant Program

## **MEMORANDUM OF UNDERSTANDING for Governance, Decision Making and Administration of the Community Development Block Grant Program**

This memorandum of understanding (MOU) is entered into triplicate originals between Thurston County (hereinafter the "County"), a political subdivision of the State of Washington, and the cities of Lacey and Tumwater (hereinafter the "Cities"), municipal corporations within Thurston County, for purposes of defining a governance, decision making and administrative structure to manage the Community Development Block Grant (hereinafter the "CDBG") entitlement funding. These CDBG funds are referenced in the Interlocal Cooperation Agreement To Participate In And Receive Funds Under The Federal Community Development Block Grant Entitlement Program: Program Years 2022-2024 (Agreement) between the County and the Cities to participate and receive funds under the federal CDBG entitlement program.

WHEREAS, the County and the Cities have agreed to pursue funding from the Department of Housing and Urban Development (HUD) for CDBG;

WHEREAS, the County and the Cities recognize the need to create a governance/administrative structure to manage CDBG funding in a fair and equitable way with particular attention paid to meeting both urban and rural needs;

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- I. The County shall be the administrator of the CDBG Entitlement Program in accordance with the provisions of the Agreement referenced above.
- II. Decisions for the division of CDBG funding for each year within the three-year term of the agreement shall rotate on an annual basis, with south county and unincorporated county having the authority to select CDBG funded projects in Year 1, Lacey in Year 2 and Tumwater in Year 3. Projects selected for an award in south county and unincorporated county shall be made by a committee consisting of equal representation from incorporated and unincorporated jurisdictions. Provided, however, that over the three- year term of the Agreement, each of the parties shall receive CDBG grant funds in an amount equal to the annual allocation of CDBG grant funds less 20% of the grant that will be applied toward the County's administrative costs, unless specifically waived by a party to this agreement.
- III. This Memorandum of Understanding will terminate in coordination with the end date of the Agreement.
- IV. This Memorandum of Understanding creates no separate legal entity.
- V. Prior to its entry into force, this Memorandum of Understanding shall be filed with the Thurston County Auditor's Office or posted upon the websites of the County and Cities as provided by RCW 39.34.040.

VI. This Memorandum of Understanding shall be governed by the laws of the State of Washington as to interpretation and performance. The parties agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

VII. This Agreement shall be effective upon the signature by the last of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed by the dates and signature herein under affixed. The persons signing this MOU on behalf of the parties represent that each has authority to execute this MOU on behalf of the party entering into this MOU.

**Thurston County**

**City of Lacey**

\_\_\_\_\_  
Carolina Mejia, Chair of Board

\_\_\_\_\_  
Scott Spence, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Attorney

**City of Tumwater**

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

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney

TO: City Council  
FROM: Hanna Miles, Executive Assistant/Deputy City Clerk  
DATE: April 19, 2022  
SUBJECT: Appointment of Anthony Varela to the Planning Commission

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1) Recommended Action:

Make a motion to confirm Mayor Sullivan's appointment of Anthony Varela to the Planning Commission.

---

2) Background:

Anthony Varela has applied and interviewed to serve on the Planning Commission. The Planning Commission currently has two vacancies and we are expecting a third. Upon Council confirmation, Anthony Varela will serve a partial term through November 1, 2025.

---

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engage residents, and living connection to its history.

We Believe in PEOPLE:

Partnership | We work collaboratively with residents, businesses and community organizations.

---

4) Alternatives:

- ☐ Do not approve the appointment
  - ☐ Some other course of action
- 

5) Fiscal Notes:

There is no fiscal impact associated with this report.

---

6) Attachments:

A. Application and supplemental information of Anthony Varela

## APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name:	<u>Anthony J. Varela</u>	<div style="border: 2px solid blue; padding: 5px; text-align: center;"> <b>CITY OF TUMWATER</b>  <div style="border: 1px solid red; padding: 2px; color: red; margin: 5px 0;">JAN 25 2022</div> <b>EXECUTIVE DEPARTMENT</b> </div>
Address:	[REDACTED]	
Telephone:	_____ (Home) [REDACTED] _____ (Cell)	
	_____ (Work)	
Date:	<u>Jan 19, 2022</u>	Email: [REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE  
NUMBER:

Barnes Lake Management District Steering Committee  
 Eleven members; Mayoral appointment; two-year terms; active

\_\_\_\_\_

Board of Parks and Recreation Commissioners:  
 Seven members; Mayoral appointment with Council  
 confirmation; three-year terms; active

\_\_\_\_\_

Civil Service Commission:  
 Three members; Mayoral appointment; six-year terms; active

\_\_\_\_\_

Crime Stoppers:

One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active

\_\_\_\_\_

Historic Preservation Commission:

Seven members; Mayoral appointment with Council confirmation; three-year terms; active

\_\_\_\_\_2\_\_\_\_\_

Planning Commission:

Nine members; Mayoral appointment with Council confirmation; four-year terms; active

\_\_\_\_\_1\_\_\_\_\_

Thurston Community Television:

One citizen representative; Mayoral appointment; three-year terms; active

\_\_\_\_\_

Tree Board:

Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active

\_\_\_\_\_

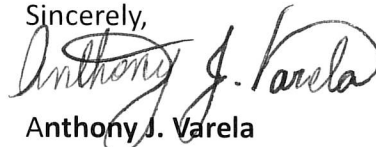
Mayor Sullivan;

When I joined the military 20 years ago, I was excited to be part of an organization that emphasized duty, mission accomplishment, and a desire to be the best through rigorous effort. It is with great excitement that I write to express my interest in the Planning Commission Advisory Board, where my values and vision will be perfectly aligned. As a retiring US Army Major with 20 years of experience in progressively challenging positions, across a wide spectrum of operations, I am confident that I would be a great asset to your team, leveraging my civilian schooling and military training.

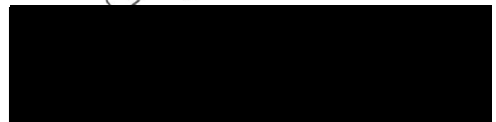
My military career began shortly after graduating High School in North Babylon NY; having enlisted originally in the US Air Force after 9/11. During my time in the Air Force I served in North Carolina, South Korea, Iceland, and finally Florida. While in Florida I applied to, and was accepted, for attendance at the US Army Officer Candidate School, where I received my commission and was assigned to Alaska as my first assignment following my training as a Field Artillery Officer. My Army career has afforded me the opportunity to continue service in Afghanistan, Oklahoma where I instructed, Las Vegas, Saudi Arabia, and finally Washington State. Throughout my career the greatest highlights have been those times where I was able to serve with individuals from allied and partner nations and when I was assigned as an instructor. My greatest passions are teaching others and working on collaborative teams to solve complex problems.

As my family and I transition into retirement from the military, we decided to make Tumwater our home. We plan to live and grow in this community for the foreseeable future. I am eager to seek an opportunity to be part of your team.

Sincerely,



Anthony J. Varela





# ANTHONY J. VARELA

## TUMWATER ADVISORY BOARD (PLANNING COMMISSION)

Tumwater, WA · [REDACTED]

Proven Leader with 20 years of progressive responsibility in demanding organizations, focused on process improvement, team development, optimization, forecasting, and strategic planning. Demonstrated aptitude in adopting business tools and systems to enhance performance to achieve strategic objectives. Excellent communicator with a unique ability to work across organizations and influence change in dynamic environments. Thrive in ambiguous, fast-paced settings as a member or leader of high-performance teams.

### CORE COMPETENCIES

Operations Management | Cross Functional Collaboration | Integrity | | Program Efficiency Refinement  
Strategic Planning | Staff Development | Organizational Empowerment | Exceptional Communicator

### PROFESSIONAL EXPERIENCE

#### OPERATION/ PROGRAM MANAGEMENT US Army

**AUG 2020- PRESENT**  
**Tacoma, WA**

Accountable for planning Division-level exercises of over 600x personnel in the Indo-Pacific region; focused on allied/ partnered nations and joint agencies from the Department of Defense.

- Designed a single source program management tool adopted by the plans shop that tracked staff planning suspense's across multiple functional areas and management tiers; consolidating the amount of documents that required tracking from over 150-pages to fewer than 3.
- Led the division planning for the execution of the first US-Indian exercise abroad to be conducted in over 13x months, consisting of over 250x personnel and approximately \$8m worth of equipment and resources.

#### DEPUTY DIRECTOR, SENIOR LEADERSHIP ADVISOR US Army

**JUL 2019 – JUL 2020**  
**Riyadh, Saudi Arabia**

Accountable for overseeing the development and implementation of military and academic instruction for the Kingdom of Saudi Arabian Ministry of National Guard.

- Guided meetings between Command and Staff personnel, US Contractors, US Office of the Program Manager, and Saudi Arabian General Officers on a recurring basis to facilitate the grand opening of their College.
- Utilized the Experiential Learning Model to establish a professional and self-sustained CSC cadre, fully capable of providing Saudi National Guard students with advanced instruction at their Senior Leaders Program.
- Oversaw the translation of 8,200 pages of translated material and the acquisition of copyrighted and intellectual property for inclusion into the course of instruction; valued at over \$1.7M.

**HEADQUARTERS DIVISION HEAD**  
**US Army**

**JUN 2016 – JUL 2018**  
**Las Vegas, NV**

Accountable for the training and readiness of 35x soldiers and 30x civilians. Oversaw and annual budget of \$250,000 and a property book valued at \$300,000.

- Identified as the “#1 of three Captains” on staff and being in the top 25% of Captains within the brigade.
- Planned and executed the revision of the command and staff process, reducing preparation timeline by 2/3rds.
- Coordinated unique training opportunities for civilian staff preparing for retirement at no cost to the brigade.
- Recognized by leadership as having exceptional counseling and mentoring skills, resulting in the resolution of interpersonal issues among a diverse staff.

**PROGRAM ADMINISTRATOR, LIASION OFFICER**  
**US Army**

**JUN 2015 – JUL 2016**  
**Las Vegas, NV**

Accountable for the training and readiness of 35x soldiers and 30x civilians. Oversaw an annual budget of \$250,000 and a property book valued at \$300,000.

- Recognized as being in the top 10% of rated captains within the Battlefield Coordination Detachment and “top 5% of company grade officers I have senior rated as a MAJ/ LTC”
- Conceptualized the first use of the Virtual PATRIOT system into the exercise, expanding the complexity of the scenario, and establishing a \$1M contract allowing for continued support of this capability.
- Established the support agreement between US Air Force RED FLAG the US Army Space and Missile Defense Command for the funding, integration, and utilization of the Virtual PATRIOT system.

**SENIOR MANAGER, BASIC SKILLS COURSE**  
**US Army Training and Doctrine Command (TRADOC)**

**JAN 2014 – MAY 2015**  
**Lawton, OK**

Led a cadre of 1x Officer, 4x Noncommissioned Officers, and 12x Drill Sergeants as a Basic Combat Training battery commander Accountable for planning, coordinating, and supervising the execution of a nine-week program of instruction for 240 Initial Entry Training Soldiers from Active, Reserve, and National Guard components.

- Achieved a 93% graduation rate across 5x training cycles for over 1,000 Initial Entry Soldiers; surpassing the battalion standard by 3%.
- Entrusted to simultaneously manage two units worth of equipment valued at over \$2M during the transition to the summer mission cycle with zero losses.

**PROGRAM ADMINISTRATOR, JUNIOR OFFICER TRAINING COURSE**  
**US Army Training and Doctrine Command (TRADOC)**

**JUN 2011 – JAN 2014**  
**Lawton, OK**

Coached, trained, and mentored 96 Army, Marine Corps, and international field artillery lieutenants at the US Army Field Artillery Basic Officer Leaders Course

- Recognized as being in the “top 20% of Captains in the Brigade” and recommended for early promotion to Major with resident attendance at the Command and General Staff College.
- Improved the testing Standard Operation Procedures; which served as the baseline for the Battalion in their annual Fires Center of Excellence accreditation for 2013.
- Developed the first Fire Support Handbook to be utilized during the course; which served as a foundational source of reference for new Fire Support Officers upon arrival at their follow-on assignments.

## EDUCATION

<b>MASTER'S OF ARTS IN ORGANIZATIONAL MANAGEMENT AND LEADERSHIP w/ Honors</b> <i>Webster University, USA</i>	<b>2014-2016</b>
<b>MASTER'S OF MILITARY ART AND SCIENCE</b> <i>US Army Command and General Staff College, Fort Leavenworth Kansas USA</i>	<b>2018-2019</b>
<b>BACHELOR'S IN POLITICAL SCIENCE w/ Honors</b> <i>American Military University, USA</i>	<b>2010-2012</b>
<b>BACHELOR'S IN BUSINESS ADMINISTRATION</b> <i>Grantham University, USA</i>	<b>2003-2006</b>

## AWARDS & RECOGNITION

**Bronze Star recipient for Service during Operation Enduring Freedom**  
*Afghanistan 2010 – Combat*

**Awarded 2x Meritorious Service Medals for outstanding leadership and performance**  
*Las Vegas 2016 – Command, Saudi Arabia 2018 – Foreign Partner Advisor*

**Selected to attend the US Army Command and General Staff Officer College in a competitive process**  
*Fort Leavenworth, 2018-2019*

**Recognized as a Distinguished Military Graduate from the Officer Candidate School Commissioning source**  
*Fort Benning, 2007*

## TECHNICAL SKILLS

Microsoft Office Suite | Microsoft Excel | Microsoft PowerPoint | Microsoft Teams | Microsoft OS | MAC OS

TO: City Council  
 FROM: Karen Kirkpatrick, City Attorney  
 DATE: April 19, 2022  
 SUBJECT: One Washington Memorandum of Understanding Related to National Opioid Allocation and Settlement

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1) Recommended Action:

Make a motion authorizing the Mayor to sign the One Washington Memorandum of Understanding Between Washington Municipalities related to the National Opioid Allocation and Settlement.

---

2) Background:

The abuse of prescription opioids is a growing problem, not just in Tumwater, but in the State of Washington and nationwide. Individuals have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids and the toll opioid abuse and overuse causes on our resources is significant. The One Washington Memorandum of Understanding brings together governments statewide to allocate opioid settlement funds received as a result of the National Settlement Agreements dated July 21, 2021, involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements. If the City of Tumwater signs on, it would be included in the Cascade Pacific Action Alliance Region, which is comprised of Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis and Wahkiakum Counties and receive 0.2065982350% of any settlement funds received.

Participating jurisdictions would follow a three-part abatement strategy as outlined in Exhibit A of the Memorandum of Understanding – Part 1: Treatment, Part 2: Prevention, and Part 3: Other Strategies (which address first responders, community leaders, training, and research).

---

3) Policy Support:

Funds would be utilized to help provide social and health services for those impacted by opioid use and addiction and assist with the prevention of overuse and abuse, which supports the City's policy to provide and sustain quality public safety services and our commitment to explore regional partnerships to provide social and health services.

---

4) Alternatives:

- ☐ Not approve the Memorandum of Understanding and not directly receive any of the settlement funds
-

5) Fiscal Notes:

See above.

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6) Attachments:

A. One Washington Memorandum of Understanding Between Washington Municipalities

## ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

### **A. Definitions**

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.



15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

## **B. Allocation of Settlement Proceeds for Approved Purposes**

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

## **C. Regional Agreements**

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of



drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
  - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
  - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
  - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

#### **D. Payment of Counsel and Litigation Expenses**

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

## **E. General Terms**

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

**[Remainder of Page Intentionally Left Blank – Signature Pages Follow]**



**This One Washington Memorandum of Understanding Between Washington Municipalities is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by:**

\_\_\_\_\_

**Name & Title** \_\_\_\_\_

**On behalf of** \_\_\_\_\_

## **EXHIBIT A**

## OPIOID ABATEMENT STRATEGIES

### PART ONE: TREATMENT

#### A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
  - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.



5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### F. **PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

#### **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

## PART THREE: OTHER STRATEGIES

### **I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

## **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

## EXHIBIT B

County	Local Government	% Allocation
<b><u>Adams County</u></b>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	<b>County Total:</b>	<b>0.1638732475%</b>
<b><u>Asotin County</u></b>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	<b>County Total:</b>	<b>0.4694498386%</b>
<b><u>Benton County</u></b>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	<b>County Total:</b>	<b>2.5480622463%</b>
<b><u>Chelan County</u></b>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	<b>County Total:</b>	<b>1.0403247979%</b>
<b><u>Clallam County</u></b>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	<b>County Total:</b>	<b>1.7675353928%</b>

## EXHIBIT B

County	Local Government	% Allocation
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**Clark County**

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
<b>County Total:</b>	<b>6.7812031452%</b>

**Columbia County**

Columbia County	0.0561699537%
Dayton	
Starbuck	
<b>County Total:</b>	<b>0.0561699537%</b>

**Cowlitz County**

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
<b>County Total:</b>	<b>2.4720828165%</b>

**Douglas County**

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
<b>County Total:</b>	<b>0.4731986040%</b>

**Ferry County**

Ferry County	0.1153487994%
Republic	
<b>County Total:</b>	<b>0.1153487994%</b>

## EXHIBIT B

County	Local Government	% Allocation
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**Franklin County**

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
<b>County Total:</b>	<b>0.7639293210%</b>

**Garfield County**

Garfield County	0.0321982209%
Pomeroy	
<b>County Total:</b>	<b>0.0321982209%</b>

**Grant County**

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
<b>County Total:</b>	<b>1.2010866076%</b>



**EXHIBIT B**

County	Local Government	% Allocation
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**Grays Harbor County**

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
<b>County Total:</b>	<b>1.2483954471%</b>

**Island County**

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
<b>County Total:</b>	<b>0.9331973041%</b>

**Jefferson County**

Jefferson County	0.4417137380%
Port Townsend	
<b>County Total:</b>	<b>0.4417137380%</b>

## EXHIBIT B

County	Local Government	% Allocation
<b><u>King County</u></b>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	<b>County Total:</b>	<b>26.0505653608%</b>

## EXHIBIT B

County	Local Government	% Allocation
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**Kitsap County**

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
<b>County Total:</b>	<b>3.5635439479%</b>

**Kittitas County**

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
<b>County Total:</b>	<b>0.4811529598%</b>

**Klickitat County**

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
<b>County Total:</b>	<b>0.2211673457%</b>

**Lewis County**

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
<b>County Total:</b>	<b>1.2687367832%</b>

## EXHIBIT B

County	Local Government	% Allocation
<b><u>Lincoln County</u></b>		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	<b>County Total:</b>	0.1712669645%
<b><u>Mason County</u></b>		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	<b>County Total:</b>	0.9329097900%
<b><u>Okanogan County</u></b>		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	<b>County Total:</b>	0.6145043345%
<b><u>Pacific County</u></b>		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	<b>County Total:</b>	0.4895416466%

\*\*\* - Local Government appears in multiple counties B-7

## EXHIBIT B

County	Local Government	% Allocation
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**Pend Oreille County**

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
<b>County Total:</b>	<b>0.2566374940%</b>

**Pierce County**

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
<b>County Total:</b>	<b>12.0345236870%</b>

**San Juan County**

San Juan County	0.2101495171%
Friday Harbor	
<b>County Total:</b>	<b>0.2101495171%</b>

## EXHIBIT B

County	Local Government	% Allocation
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**Skagit County**

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
<b>County Total:</b>	<b>1.6910058544%</b>

**Skamania County**

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
<b>County Total:</b>	<b>0.1631931925%</b>

**Snohomish County**

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
<b>County Total:</b>	<b>11.8213083387%</b>

## EXHIBIT B

County	Local Government	% Allocation
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**Spokane County**

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
<b>County Total:</b>	<b>8.8808245947%</b>

**Stevens County**

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
<b>County Total:</b>	<b>0.7479240179%</b>

**Thurston County**

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
<b>County Total:</b>	<b>3.3712525050%</b>

**Wahkiakum County**

Wahkiakum County	0.0596582197%
Cathlamet	
<b>County Total:</b>	<b>0.0596582197%</b>

## EXHIBIT B

County	Local Government	% Allocation
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**Walla Walla County**

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
<b>County Total:</b>	<b>0.8684638948%</b>

**Whatcom County**

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
<b>County Total:</b>	<b>2.3904469386%</b>

**Whitman County**

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
<b>County Total:</b>	<b>0.4841643328%</b>



EXHIBIT B

County	Local Government	% Allocation
<b><u>Yakima County</u></b>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

\*\*\* - Local Government appears in multiple counties B-12

TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: April 19, 2022  
SUBJECT: JBLM Fire Mutual Aid Agreement

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1) Recommended Action:

Staff recommends approving and authorizing the Mayor to sign the agreement.

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2) Background:

The City of Tumwater maintains mutual aid response agreements for firefighting and emergency services with multiple agencies. Agreements are in place with all Thurston County fire departments and with agencies such as the Department of Natural Resources. This agreement would allow for mutual requests of available resources including structural firefighting, wildland firefighting, emergency medical services, hazardous materials response, and aircraft rescue firefighting. Currently, there is no Hazardous Materials Response resource within Thurston County. Many agencies in the County have a mutual aid response agreement in place with JBLM Fire and Emergency Services, which includes the ability to request their Hazardous Materials Response team. Having this agreement in place will formalize our relationship with JBLM Fire and Emergency Services and promote enhanced training and response capabilities.

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3) Policy Support:

Strategic Priority: Provide and Sustain Quality Public Services

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4) Alternatives:

- ☐ Modify the agreement
  - ☐ Do not approve the agreement
- 

5) Fiscal Notes:

In the absence of this agreement, the City of Tumwater would be billed for services requested from JBLM Fire and Emergency Services.

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6) Attachments:

A. MAA 437 Tumwater FD Agreement

DEPARTMENT OF THE ARMY  
MUTUAL AID AGREEMENT (MAA)

TUMWATER FIRE DEPARTMENT  
IM-W56DRM-22437

This agreement, effective beginning on the day the last Party signs, entered into between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and the City of Tumwater, is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting, and other emergency services to include basic medical support; basic and advanced life support; hazardous material containment and confinement; and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

It is agreed that:

- a. On request to a representative of Joint Base Lewis-McChord - Fire and Emergency Services (JBLM- FES) by a representative of the Tumwater Fire Department, firefighting equipment and personnel of JBLM-FES will be dispatched when available to any point within the area for which the Tumwater Fire Department normally provides fire protection as designated by the representative of the Tumwater Fire Department.
- b. On request to a representative of the Tumwater Fire Department by a representative of the JBLM-FES, firefighting equipment and personnel of the Tumwater Fire Department will be dispatched when available to any point within the firefighting jurisdiction of the JBLM-FES.
- c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
  - (1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.
  - (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official. Responding personnel will not be asked or required to perform tasks outside of their normal scope or practice.

## IM-W56DRM-22437 - Tumwater Fire Department – Mutual Aid

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Tumwater Fire Department normally provides fire protection, the Chief of JBLM-FES or his or her representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210. Direct all questions for claims to the Installation Agreements Manager, 2008C N. 3<sup>rd</sup> Street, Mail Stop 122, JBLM, WA 98433-9500.

f. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct prefire planning inspections, drills, and training.

(1) Whenever either party hosts fire protection training for its own personnel (host department) it may, to the maximum extent practicable and subject to its sole discretion, offer the training to personnel of the other party (guest department). Training will be provided on a space available basis only.

(2) To the extent allowable by law and regulation, the host department will not charge the guest department for any training provided pursuant to this MAA. If a cost cannot be covered by the host department, services may be provided subject to existing reimbursement policies and guidance.

(3) The guest department or its personnel will be responsible for the payment of any and all logistical costs necessary to attend training provided by the host department, including, but not limited to, lodging, meals, and travel expenses.

(4) This MAA is entered into voluntarily by the parties with no obligation on the part of any party to either provide training or to participate in any offered training.

(5) The guest department is responsible for ensuring that its personnel observe all rules, regulations, and guidelines for training provided by the host department. Neither party shall hold another party liable or at fault for damage or injury incurred during joint training activities.

g. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used by JBLM-FES in carrying out this agreement will be owned by JBLM-FES; all equipment used by the Tumwater Fire Department will be owned by the Tumwater

## IM-W56DRM-22437 - Tumwater Fire Department – Mutual Aid

Fire Department; and all personnel acting for Tumwater Fire Department under this agreement will be an employee or volunteer member of Tumwater Fire Department.

i. Nothing in this MAA shall be considered as obligating either party to expend funds or otherwise obligate either party for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this MAA.

j. This agreement shall become effective upon the date of the last signature and shall remain in full force and effect for a period not to exceed nine (9) years, or until cancelled by mutual agreement of the parties, or upon the provision of at least thirty (30) days advance written notice from the party desiring to terminate this agreement to the other. In accordance with AR 420-1, paragraph 25-9, e (2), this agreement will be reviewed and updated every other year unless terminated by one or more of the parties. Following the nine (9) years, the agreement will either automatically terminate or can be renegotiated.

For the City of Tumwater

For the Secretary of the Army

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

\_\_\_\_\_  
Phillip H. Lamb  
Colonel, US Army  
Commanding

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Kenneth Rhault  
Fire Chief, JBLM F&ES

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

Date:\_\_\_\_\_

TO: City Council  
 FROM: Don Carney, Capital Projects Manager  
 DATE: April 19, 2022  
 SUBJECT: Preserve Park Playground Equipment

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign a public works contract, in substantially similar form, with Cascade Recreation, Inc. for supply and installation of playground equipment at Preserve Park. The public works contract was recommended for approval by the Public Works Committee at their April 7, 2022, meeting.

2) Background:

The City purchased property in 2020 utilizing Park Impact fees assessed on new home construction within The Preserve development to construct the Preserve Park. The planned park play area is approximately 0.5 acres and will include site furnishings, a large play structure, a 24 foot by 24 foot picnic shelter, a half-court basketball court, a five foot high triple wide concrete slide and zip line, along with landscaping and irrigation. The adjoining 2.9 acre storm water infiltration pond will be incorporated as additional play area by seeding and irrigating.

Staff is currently negotiating prices for equipment purchase and installation for the Preserve Park with Cascade Recreation, Inc., a sole source provider and installer of the City standard park equipment. Utilizing the same equipment manufacturer in all City Parks improves maintenance, safety, and liability. Much of the equipment has moving parts that wear and need replacing. Utilizing the same equipment, specialty tools, and replacement parts is crucial to safely maintaining park equipment and anticipating repairs. Receiving equipment from one source will aid in obtaining and replacing parts and equipment, and it creates a standard expectation for the public at City owned parks. Utilizing the supplier for installation of the equipment provides warranty coverage.

The site construction for Preserve Park will occur concurrently under separate contract. Staff is preparing contract drawings for advertisement to solicit bids for the site work within two to three months. Since equipment fabrication is a lengthy process, we are advancing contracting with the equipment supplier and installer so that we can coordinate work when the site work begins later this year.

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2021-2026 has identified the following goals to prioritize parks enhancement projects:

B. Build a Community Recognized for Quality, Compassion and Humanity

4) Alternatives:

- ☐ Do not purchase the equipment.
- ☐ Reduce the amount of equipment proposed.
- ☐ Propose alternative equipment.

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5) Fiscal Notes:

The complete park development is included in the 2020-2025 Capital Facility Plan. The park is identified as General Governmental Project GG08, Preserve Park. The project is being funded with park impact fees. The price for the equipment and installation is \$296,604.39.

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6) Attachments:

- A. Public Works Contract
- B. Location Map
- C. Equipment & Landscape

**PUBLIC WORKS CONTRACT  
FOR  
PRESERVE PARK EQUIPMENT PURCHASE & INSTALLATION**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this \_\_\_\_ day of \_\_\_\_\_, 2022 and is made by and between the City of Tumwater, a Washington municipal corporation ("City or Owner"), and Cascade Recreation, Inc., a Washington corporation ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the **Preserve Park Equipment Purchase & Installation** project; and

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

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

**1. SERVICES BY CONTRACTOR**

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the **Preserve Park Equipment Purchase & Installation** project. The Project includes, without limitation, lay out, coordination with other Contractors, installation and clean up ("Work"), in accordance with and as described in the Contract Documents, which include without limitation, this Contract and Scope of Work attached as Exhibit A, Notice of Completion of Public Works Contract attached as Exhibit B, Contract Change Order Agreement attached as Exhibit C, Non-Discrimination in Benefits Affidavit as Exhibit D, Notice to Labor Unions or Other Employment Organizations of Nondiscrimination in Employment as Exhibit E, Certificate(s) of Insurance Form attached hereto as Exhibit F, Performance Bond attached as Exhibit G-1, Payment Bond attached as Exhibit G-2, Contractor's Retainage Agreement as Exhibit H, Retainage Bond to the City of Tumwater as Exhibit I; and all other Appendices attached hereto and incorporated herein by this reference (collectively the "Contract Documents"). Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Completion Date. The Work shall commence within ten (10) days of the issuance by the City of the Notice to Proceed. The Work shall be completed by December 31<sup>st</sup>, 2022. In the event the Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit B.

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



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

### **LIQUIDATED DAMAGES FORMULA**

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

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

C = Original Contract amount.

T = Original time for completion.

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

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

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

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

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

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

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

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

## 2. TERM

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

## 3. WARRANTY

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

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

## 4. COMPENSATION

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed **Two Hundred Ninety Six Thousand Six Hundred and Four and 39/100 Dollars (\$296,604.39)** in accordance with Exhibit A, Scope of Work, which amount shall constitute full and complete payment by the City (“Total Compensation”).

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

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

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

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

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

## **5. NONDISCRIMINATION**

A. The City is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; 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. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law. 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. The Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

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

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

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an

employment contract. It is recognized that Contractor may or will be performing work during the Term for other parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

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

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

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

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

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

- (1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.

(2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.

(3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sell the same, the proceeds of which shall be paid to the City for its damages.

(4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

## **8. INDEMNIFICATION**

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licenses, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

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

## **9. INSURANCE**

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

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

(3) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(4) The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the City by naming the City an additional insured using ISO Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsement providing at least as broad coverage.

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

(1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.

(2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

(3) Coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.

(4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.

(5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

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

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

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

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

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

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

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

## **11. SAFETY**

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

## **12. PREVAILING WAGES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **15. CONFIDENTIALITY**

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

## **16. BOOKS AND RECORDS**

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

## **17. CLEAN UP**

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

## **18. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\* Signatures on Following Page \*\*\*

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

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

Debbie Sullivan, Mayor

**CONTRACTOR**  
Cascade Recreation, Inc  
PO Box 64769  
University Place, WA 98464  
Telephone: 253.566.1320  
Tax ID# 602-071-792

Attest:

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

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

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

Melody Valiant, City Clerk

Approved as to Form:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

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

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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



PO Box 64769  
University Place, WA 98464

Office: 253-566-1320  
Cell: 253-380-8849  
info@cascaderec.com  
www.cascaderec.com

**EXHIBIT A**  
**SCOPE OF WORK**  
Page 1 of 4

Date	Quote #
4/8/2022	11305

- ~ Terms: Net 30 days upon approval of credit.
- ~ Credit card transactions are subject to a 3% surcharge.
- ~ Quotes are valid for 30 days.
- ~ Quote does not include surfacing, border or installation unless specifically stated.
- ~ ~~Davis Bacon and Prevailing Wage fees not included unless specifically stated.~~
- ~ Lead times vary by manufacturer

**TO:** Tumwater Parks  
Chuck Denney  
555 Israel Rd S.W.  
Tumwater, WA 98501

~~See terms and conditions for more information.~~

**Quoted by Brett Oliver**

Description	Qty	Price	Total
REVISED: DO NOT DUPLICATE RE: The Preserve			
Little Tikes Commercial play structure model KB20-71889	1	79,642.35	79,642.35T
Discount	1	-7,964.24	-7,964.24T
Installation	1	27,874.82	27,874.82T
Installation discount	1	-4,449.82	-4,449.82T
Little Tikes Mantis model 745-30	1	15,153.00	15,153.00T
Discount	1	-1,515.30	-1,515.30T
Installation	1	10,863.00	10,863.00T
Freight for Little Tikes - Customer responsible to off load equipment	1	7,801.00	7,801.00T
UPC Parks 5' high TW Embankment Slide	1	20,617.00	20,617.00T
Discount	1	-1,030.85	-1,030.85T
Installation	1	8,826.50	8,826.50T
Freight - Customer responsible to off load equipment	1	1,900.00	1,900.00T
360cy FIBAR Engineered Wood Fiber System 112. 360cy will cover 7,200 sq/ft to a depth of 12" after compaction. Price includes filter fabric.	7,200	1.67	12,024.00T
Freight	1	2,504.00	2,504.00T
Install filter fabric	1	7,920.00	7,920.00T
Install fabric discount	1	-1,567.00	-1,567.00T

Acceptance of Proposal and Terms and Conditions of Sale:

Signature \_\_\_\_\_

PO# \_\_\_\_\_ Date \_\_\_\_\_

**Subtotal**

**Sales Tax (9.4%)**

**Total**



PO Box 64769  
University Place, WA 98464

Office: 253-566-1320  
Cell: 253-380-8849  
info@cascaderec.com  
www.cascaderec.com

**EXHIBIT A**  
**SCOPE OF WORK**  
Page 2 of 4

Date	Quote #
4/8/2022	11305

- ~ Terms: Net 30 days upon approval of credit.
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- ~ Lead times vary by manufacturer

**TO:** Tumwater Parks  
Chuck Denney  
555 Israel Rd S.W.  
Tumwater, WA 98501

~ See terms and conditions for more information. ~

**Quoted by Brett Oliver**

Description	Qty	Price	Total
Have FIBAR blown in to play areas	360	18.75	6,750.00T
Gared Sports Basketball System model GP106S72	1	3,203.00	3,203.00T
Discount	1	-320.30	-320.30T
Freight - Customer responsible to off load equipment	1	1,248.00	1,248.00T
Installation	1	1,465.00	1,465.00T
Classic Recreation Systems Shelter model 24 x 24 Mesa	1	27,791.25	27,791.25T
Discount	1	-1,389.56	-1,389.56T
Structural Calculations	1	950.00	950.00T
Freight - Customer responsible to off load equipment	1	3,350.00	3,350.00T
Installation	1	27,167.00	27,167.00T
Installation discount	1	-27,167.00	-27,167.00T
Stern Williams Drinking Fountain model 5400-90	1	3,375.00	3,375.00T
Discount	1	-168.75	-168.75T
Freight - Customer responsible to off load equipment	1	488.00	488.00T
Customer install	1	0.00	0.00T
Dogipot Pet Station model 1003-L	1	385.00	385.00T
No discount	1		0.00T
Freight - Customer responsible to off load equipment	1	72.90	72.90T
Installation	1	160.00	160.00T
MyTCoat Bench model BAU06-B-64-000	11	2,008.00	22,088.00T
Discount	11	-200.80	-2,208.80T

**Acceptance of Proposal and Terms and Conditions of Sale:**

Signature \_\_\_\_\_

PO# \_\_\_\_\_ Date \_\_\_\_\_

**Subtotal**

**Sales Tax (9.4%)**

**Total**



PO Box 64769  
University Place, WA 98464  
Office: 253-566-1320  
Cell: 253-380-8849  
info@cascaderec.com  
www.cascaderec.com

**EXHIBIT A**  
**SCOPE OF WORK**  
Page 3 of 4

Date	Quote #
4/8/2022	11305

- ~ Terms: Net 30 days upon approval of credit.
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- ~ Lead times vary by manufacturer

**TO:** Tumwater Parks  
Chuck Denney  
555 Israel Rd S.W.  
Tumwater, WA 98501

~ ~~See terms and conditions for more information.~~

**Quoted by Brett Oliver**

Description	Qty	Price	Total
Installation for benches	11	350.00	3,850.00T
MyTCoat Picnic Tables model TSQ46-B-04-000	3	1,379.00	4,137.00T
Discount	3	-137.90	-413.70T
Installation for picnic tables	3	425.00	1,275.00T
MyTCoat Picnic Tables model TSQ46-B-04-013	1	1,447.00	1,447.00T
Discount	1	-144.70	-144.70T
Installation for picnic table	1	425.00	425.00T
MyTCoat Trash Receptacle model RRD32-B-00-000	1	540.00	540.00T
Discount	1	-54.00	-54.00T
MyTCoat Trash Receptacle lid model RDT32-S-00-000	1	160.00	160.00T
Discount	1	-16.00	-16.00T
MyTCoat Trash Receptacle plastic liner model RLN32-P-00-000	1	53.00	53.00T
Discount	1	-5.30	-5.30T
MyTCoat Trash Receptacle surface mount bracket model RSM32-S-00-000	1	78.00	78.00T
Discount	1	-7.80	-7.80T
Material Surcharge	1	2,280.24	2,280.24T
Installation for trash receptacle	1	180.00	180.00T
Freight - Customer responsible to off load equipment	1	1,582.00	1,582.00T
Ultra Site bike rack, model P5805SM	1	602.00	602.00T
*model number represents powder coat finish. Hot dip galvanized finish also available at the same price.			
Discount	1	-60.20	-60.20T
Material Surcharge	1	132.44	132.44T
Installation	1	360.00	360.00T

Acceptance of Proposal and Terms and Conditions of Sale:

Signature \_\_\_\_\_

PO# \_\_\_\_\_ Date \_\_\_\_\_

**Subtotal**

**Sales Tax (9.4%)**

**Total**

Office: 253-566-1320  
Cell: 253-380-8849  
info@cascaderec.com  
www.cascaderec.com

EXHIBIT A  
SCOPE OF WORK  
Page 4 of 4

Date	Quote #
4/8/2022	11305

- ~ Terms: Net 30 days upon approval of credit.
- ~ Credit card transactions are subject to a 3% surcharge.
- ~ Quotes are valid for 30 days.
- ~ Quote does not include surfacing, border or installation unless specifically stated.
- ~~~ Davis-Bacon and Prevailing Wage fees not included unless specifically stated.~~
- ~ Lead times vary by manufacturer
- ~ See terms and conditions for more information.

**Quoted by Brett Oliver**

Description	Qty	Price	Total
Freight - Customer responsible to off load equipment	1	782.00	782.00
Administration and Coordination Fees	1	8,100.00	8,100.00
<b>Acceptance of Proposal and Terms and Conditions of Sale:</b>  Signature _____ PO# _____ Date _____		<b>Subtotal</b>	\$271,119.18
		<b>Sales Tax (9.4%)</b>	\$25,485.21
		<b>Total</b>	<b>\$296,604.39</b>

**Exhibit B**

CITY OF TUMWATER

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor:

Project:

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

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

Sincerely,

Manager



## Exhibit C

## CONTRACT CHANGE ORDER AGREEMENT



DATE:	CHANGE ORDER NO:	
PROJECT:		
PROJECT #:	ORIGINAL CONTRACT AMOUNT:	
CONTRACTOR:	UNDER PAY ESTIMATE NO:	

This change order agreement shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

[illegible]

**SUMMARY OF PROPOSED CHANGE:**

Following describes the proposed change in the Work:

A.

B. The amount of working/calendar days that will be added to the total authorized contract days as a result of this

**APPROVED BY:**

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

PW DIRECTOR \_\_\_\_\_ DATE: \_\_\_\_\_

**Exhibit D****NON-DISCRIMINATION IN BENEFITS AFFIDAVIT**

(Must Be Completed for All Bids in Excess of \$50,000.00)

State of Washington )

) ss

County of )

Chapter 3.46 of the Tumwater Municipal Code provides for non-discrimination in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse by contractors providing supplies or services to the city estimated to cost fifty thousand dollars (\$50,000) or more.

\_\_\_\_\_, being first duly sworn, on their oath, states that they have reviewed Chapter 3.46 of the Tumwater Municipal Code and hereby certifies that \_\_\_\_\_ is in compliance  
(Name of Firm)  
with TMC 3.46.

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Type/Print NameNotary Public in and for the State of  
Washington.

My commission expires \_\_\_\_\_.

**Exhibit E****NOTICE TO LABOR OR OTHER EMPLOYMENT ORGANIZATIONS OF  
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

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

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

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

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR  
TERMINATION

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

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

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

\_\_\_\_\_  
Signed\_\_\_\_\_  
(Contractor or Subcontractor)\_\_\_\_\_  
Type/Print Name\_\_\_\_\_  
Date

**Exhibit F****CERTIFICATE OF INSURANCE**

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

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

Address \_\_\_\_\_

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

**1. GENERAL LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

\_\_\_\_\_  
Contractor

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

**2. COMPENSATION INSURANCE**

The following coverages are provided as indicated:

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

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

YES ☐ NO ☐

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

\_\_\_\_\_  
Contractor

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

**Exhibit G-1****CITY OF TUMWATER  
PERFORMANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

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

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

The Principal has entered into a Contract with the City dated \_\_\_\_\_, 2022 for the Preserve Park Equipment Purchase & Installation project.

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address  
\_\_\_\_\_



CERTIFICATE AS TO CORPORATE SEAL

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

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

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

CORPORATE SEAL OF SURETY: [SURETY]

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

APPROVED AS TO FORM:

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

**Exhibit G-2****CITY OF TUMWATER  
PAYMENT BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

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

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

The Principal has entered into a Contract with the City dated \_\_\_\_\_, 2022 for the Preserve Park Equipment Purchase & Installation project.

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

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

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

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety’s evaluation of the dispute is not complete or in the event the Surety disputes the City’s claim of default, the Surety shall notify the City of

its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address  
\_\_\_\_\_

CERTIFICATE AS TO CORPORATE SEAL

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

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

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

CORPORATE SEAL OF SURETY: [SURETY]

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

APPROVED AS TO FORM:

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

**Exhibit H****CITY OF TUMWATER****CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE****(Choose ONLY One)**

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

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

\_\_\_\_\_  
Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤

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

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

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

\_\_\_\_\_  
Date

➤ ➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤ ➤ ➤

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

### **CERTIFICATION FOR RELEASE OF CONTRACT RETAINAGE**

Project Title:

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

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

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

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

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

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

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

**Exhibit I****RETAINAGE BOND TO CITY OF TUMWATER**

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

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

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

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

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

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

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

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and if the Principal shall pay to the State all taxes imposed pursuant to Title 82 RCW which may be due from such Principal as a result of this contract then and in the event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

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

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

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

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



The parties have executed this instrument under their separate seals this \_\_\_\_ day of \_\_\_\_\_, 2022, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

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

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

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

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

\_\_\_\_\_

CORPORATE SEAL OF SURETY: [SURETY]

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

Attorney-in-Fact  
(Attach Power of Attorney)

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

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

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

\_\_\_\_\_

CERTIFICATES AS TO CORPORATE SEAL

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

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

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

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

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

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

APPROVED AS TO FORM:

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

# Appendix A

## *State Prevailing Wages, Supplement, and Benefit Code Key*

State of Washington  
Department of Labor & Industries  
Prevailing Wage Section - Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

#### Journey Level Prevailing Wage Rates for the Effective Date: 4/12/2022

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Thurston	<a href="#">Asbestos Abatement Workers</a>	Journey Level	\$54.62	<u>5D</u>	<u>1H</u>		<a href="#">View</a>
Thurston	<a href="#">Boilermakers</a>	Journey Level	\$72.54	<u>5N</u>	<u>1C</u>		<a href="#">View</a>
Thurston	<a href="#">Brick Mason</a>	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		<a href="#">View</a>
Thurston	<a href="#">Brick Mason</a>	Pointer-Caulker-Cleaner	\$63.32	<u>7E</u>	<u>1N</u>		<a href="#">View</a>
Thurston	<a href="#">Building Service Employees</a>	Janitor	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Building Service Employees</a>	Shampooer	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Building Service Employees</a>	Waxer	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Building Service Employees</a>	Window Cleaner	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Cabinet Makers (In Shop)</a>	Journey Level	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Carpenters</a>	Acoustical Worker	\$68.19	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Thurston	<a href="#">Carpenters</a>	Bridge, Dock And Wharf Carpenters	\$68.19	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Thurston	<a href="#">Carpenters</a>	Carpenter	\$68.19	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Thurston	<a href="#">Carpenters</a>	Floor Finisher	\$68.19	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Thurston	<a href="#">Carpenters</a>	Floor Layer	\$68.19	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Thurston	<a href="#">Carpenters</a>	Scaffold Erector	\$68.19	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Application of all Composition Mastic	\$67.41	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Application of all Epoxy Material	\$66.91	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Application of all Plastic Material	\$67.41	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Application of Sealing Compound	\$66.91	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Application of Underlayment	\$67.41	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Building General	\$66.91	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Composition or Kalman Floors	\$67.41	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Concrete Paving	\$66.91	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Curb & Gutter Machine	\$67.41	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Curb & Gutter, Sidewalks	\$66.91	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Curing Concrete	\$66.91	<u>15J</u>	<u>4U</u>		<a href="#">View</a>

Thurston	<a href="#">Cement Masons</a>	Finish Colored Concrete	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Floor Grinding	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Floor Grinding/Polisher	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Green Concrete Saw, self-powered	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Grouting of all Plates	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Grouting of all Tilt-up Panels	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Guniting Nozzleman	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Hand Powered Grinder	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Journey Level	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Patching Concrete	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Pneumatic Power Tools	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Power Chipping & Brushing	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Sand Blasting Architectural Finish	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Screed & Rodding Machine	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Spackling or Skim Coat Concrete	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Troweling Machine Operator	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Troweling Machine Operator on Colored Slabs	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Cement Masons</a>	Tunnel Workers	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Thurston	<a href="#">Divers &amp; Tenders</a>	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$122.46	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Divers &amp; Tenders</a>	Diver	\$122.49	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">8V</a>	<a href="#">View</a>
Thurston	<a href="#">Divers &amp; Tenders</a>	Diver On Standby	\$81.04	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Divers &amp; Tenders</a>	Diver Tender	\$73.60	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Divers &amp; Tenders</a>	Manifold Operator	\$73.60	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Divers &amp; Tenders</a>	Manifold Operator Mixed Gas	\$78.60	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Operator/Technician	\$73.60	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Tender	\$68.64	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Dredge Workers</a>	Assistant Engineer	\$73.62	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Thurston	<a href="#">Dredge Workers</a>	Assistant Mate (Deckhand)	\$73.05	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Thurston	<a href="#">Dredge Workers</a>	Boatmen	\$73.62	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Thurston	<a href="#">Dredge Workers</a>	Engineer Welder	\$75.03	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Thurston	<a href="#">Dredge Workers</a>	Leverman, Hydraulic	\$76.53	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Thurston	<a href="#">Dredge Workers</a>	Mates	\$73.62	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Thurston	<a href="#">Dredge Workers</a>	Oiler	\$73.05	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Thurston	<a href="#">Drywall Applicator</a>	Journey Level	\$68.19	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Drywall Tapers</a>	Journey Level	\$67.91	<a href="#">5P</a>	<a href="#">1E</a>		<a href="#">View</a>
Thurston	<a href="#">Electrical Fixture Maintenance Workers</a>	Journey Level	\$29.54		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Inside</a>	Cable Splicer	\$81.91	<a href="#">5C</a>	<a href="#">1G</a>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Inside</a>	Journey Level	\$76.57	<a href="#">5C</a>	<a href="#">1G</a>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Inside</a>	Lead Covered Cable Splicer	\$87.23	<a href="#">5C</a>	<a href="#">1G</a>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Inside</a>	Welder	\$81.91	<a href="#">5C</a>	<a href="#">1G</a>		<a href="#">View</a>

Thurston	<a href="#">Electricians - Motor Shop</a>	Craftsman	\$15.37		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Motor Shop</a>	Journey Level	\$14.69		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Powerline Construction</a>	Cable Splicer	\$88.89	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Powerline Construction</a>	Certified Line Welder	\$81.65	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Powerline Construction</a>	Groundperson	\$52.91	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Powerline Construction</a>	Heavy Line Equipment Operator	\$81.65	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Powerline Construction</a>	Journey Level Lineperson	\$81.65	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Powerline Construction</a>	Line Equipment Operator	\$70.02	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Powerline Construction</a>	Meter Installer	\$52.91	<u>5A</u>	<u>4D</u>	<u>8W</u>	<a href="#">View</a>
Thurston	<a href="#">Electricians - Powerline Construction</a>	Pole Sprayer	\$81.65	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
Thurston	<a href="#">Electricians - Powerline Construction</a>	Powderperson	\$60.75	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
Thurston	<a href="#">Electronic Technicians</a>	Journey Level	\$48.88	<u>6Z</u>	<u>1B</u>		<a href="#">View</a>
Thurston	<a href="#">Elevator Constructors</a>	Mechanic	\$103.81	<u>7D</u>	<u>4A</u>		<a href="#">View</a>
Thurston	<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$112.09	<u>7D</u>	<u>4A</u>		<a href="#">View</a>
Thurston	<a href="#">Fabricated Precast Concrete Products</a>	Journey Level	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Fabricated Precast Concrete Products</a>	Journey Level - In-Factory Work Only	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Fence Erectors</a>	Fence Erector	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Thurston	<a href="#">Fence Erectors</a>	Fence Laborer	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Thurston	<a href="#">Flaggers</a>	Journey Level	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Thurston	<a href="#">Glaziers</a>	Journey Level	\$72.41	<u>7L</u>	<u>1Y</u>		<a href="#">View</a>
Thurston	<a href="#">Heat &amp; Frost Insulators And Asbestos Workers</a>	Journey Level	\$82.02	<u>15H</u>	<u>11C</u>		<a href="#">View</a>
Thurston	<a href="#">Heating Equipment Mechanics</a>	Journey Level	\$91.83	<u>7F</u>	<u>1E</u>		<a href="#">View</a>
Thurston	<a href="#">Hod Carriers &amp; Mason Tenders</a>	Journey Level	\$57.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Thurston	<a href="#">Industrial Power Vacuum Cleaner</a>	Journey Level	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Inland Boatmen</a>	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Thurston	<a href="#">Inland Boatmen</a>	Cook	\$56.48	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Thurston	<a href="#">Inland Boatmen</a>	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Thurston	<a href="#">Inland Boatmen</a>	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Thurston	<a href="#">Inland Boatmen</a>	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Thurston	<a href="#">Inland Boatmen</a>	Mate	\$57.31	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Thurston	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Cleaner Operator, Foamer Operator	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Grout Truck Operator	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Head Operator	\$14.49		<u>1</u>		<a href="#">View</a>

	<a href="#">Remote Control</a>						
Thurston	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Technician	\$25.00		1		<a href="#">View</a>
Thurston	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Tv Truck Operator	\$14.49		1		<a href="#">View</a>
Thurston	<a href="#">Insulation Applicators</a>	Journey Level	\$68.19	15J	4C		<a href="#">View</a>
Thurston	<a href="#">Ironworkers</a>	Journeyman	\$80.28	7N	10		<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Air, Gas Or Electric Vibrating Screed	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Airtrac Drill Operator	\$56.31	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Ballast Regular Machine	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Batch Weighman	\$46.29	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Brick Pavers	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Brush Cutter	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Brush Hog Feeder	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Burner	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Caisson Worker	\$56.31	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Carpenter Tender	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Cement Dumper-paving	\$55.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Cement Finisher Tender	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Change House Or Dry Shack	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Chipping Gun (30 Lbs. And Over)	\$55.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Chipping Gun (Under 30 Lbs.)	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Choker Setter	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Chuck Tender	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Clary Power Spreader	\$55.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Clean-up Laborer	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Concrete Dumper/Chute Operator	\$55.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Concrete Form Stripper	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Concrete Placement Crew	\$55.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Concrete Saw Operator/Core Driller	\$55.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Crusher Feeder	\$46.29	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Curing Laborer	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Ditch Digger	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Diver	\$56.31	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Drill Operator (Hydraulic, Diamond)	\$55.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Dry Stack Walls	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Dump Person	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Epoxy Technician	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Erosion Control Worker	\$54.62	15J	4V	8Y	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$55.62	15J	4V	8Y	<a href="#">View</a>

Thurston	<a href="#">Laborers</a>	Fine Graders	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Firewatch	\$46.29	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Form Setter	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Gabian Basket Builders	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	General Laborer	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$57.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Grinders	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Grout Machine Tender	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Groutmen (Pressure) Including Post Tension Beams	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Guardrail Erector	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Hazardous Waste Worker (Level A)	\$56.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Hazardous Waste Worker (Level B)	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Hazardous Waste Worker (Level C)	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	High Scaler	\$56.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Jackhammer	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Laserbeam Operator	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Maintenance Person	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Manhole Builder-Mudman	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Material Yard Person	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Motorman-Dinky Locomotive	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$57.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Pavement Breaker	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Pilot Car	\$46.29	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Pipe Layer (Lead)	\$57.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Pipe Layer/Tailor	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Pipe Pot Tender	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Pipe Reliner	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Pipe Wrapper	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Pot Tender	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Powderman	\$56.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Powderman's Helper	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Power Jacks	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Raker - Asphalt	\$57.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Re-timberman	\$56.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Remote Equipment Operator	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Rigger/Signal Person	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Rip Rap Person	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>



Thurston	<a href="#">Laborers</a>	Rivet Buster	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Rodder	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Scaffold Erector	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Scale Person	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Sloper (Over 20")	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Sloper Sprayer	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Spreader (Concrete)	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Stake Hopper	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Stock Piler	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Swinging Stage/Boatswain Chair	\$46.29	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tamper (Multiple & Self-propelled)	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Topper	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Track Laborer	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Track Liner (Power)	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Traffic Control Laborer	\$49.50	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9C</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Traffic Control Supervisor	\$52.45	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9C</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Truck Spotter	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tugger Operator	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$57.41	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Miner	\$57.41	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Tunnel Work-Miner	\$57.41	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Vibrator	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Vinyl Seamer	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Watchman	\$42.08	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>

Thurston	<a href="#">Laborers</a>	Welder	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Well Point Laborer	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers</a>	Window Washer/Cleaner	\$42.08	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers - Underground Sewer &amp; Water</a>	General Laborer & Topman	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Laborers - Underground Sewer &amp; Water</a>	Pipe Layer	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Landscape Construction</a>	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Thurston	<a href="#">Landscape Construction</a>	Landscape Operator	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Landscape Maintenance</a>	Groundskeeper	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Lathers</a>	Journey Level	\$68.19	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Marble Setters</a>	Journey Level	\$63.32	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Thurston	<a href="#">Metal Fabrication (In Shop)</a>	Fitter	\$27.10	<a href="#">6T</a>	<a href="#">2U</a>		<a href="#">View</a>
Thurston	<a href="#">Metal Fabrication (In Shop)</a>	Laborer	\$16.91	<a href="#">6T</a>	<a href="#">2U</a>		<a href="#">View</a>
Thurston	<a href="#">Metal Fabrication (In Shop)</a>	Layerout	\$30.63	<a href="#">6T</a>	<a href="#">2U</a>		<a href="#">View</a>
Thurston	<a href="#">Metal Fabrication (In Shop)</a>	Machine Operator	\$20.86	<a href="#">6T</a>	<a href="#">2U</a>		<a href="#">View</a>
Thurston	<a href="#">Metal Fabrication (In Shop)</a>	Welder	\$24.74	<a href="#">6T</a>	<a href="#">2U</a>		<a href="#">View</a>
Thurston	<a href="#">Millwright</a>	Journey Level	\$69.74	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Modular Buildings</a>	Cabinet Assembly	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Modular Buildings</a>	Electrician	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Modular Buildings</a>	Equipment Maintenance	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Modular Buildings</a>	Plumber	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Modular Buildings</a>	Production Worker	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Modular Buildings</a>	Tool Maintenance	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Modular Buildings</a>	Utility Person	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Modular Buildings</a>	Welder	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Painters</a>	Journey Level	\$47.70	<a href="#">6Z</a>	<a href="#">2B</a>		<a href="#">View</a>
Thurston	<a href="#">Pile Driver</a>	Crew Tender	\$62.69	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Pile Driver</a>	Crew Tender/Technician	\$62.69	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$85.00	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$90.00	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$94.00	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$106.50	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$108.50	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$110.50	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Pile Driver</a>	Hyperbaric Worker -	\$112.50	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>

		Compressed Air Worker 72.01 - 74.00 PSI					
Thurston	<a href="#">Pile Driver</a>	Journey Level	\$68.64	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Plasterers</a>	Journey Level	\$64.14	<a href="#">7Q</a>	<a href="#">1R</a>		<a href="#">View</a>
Thurston	<a href="#">Plasterers</a>	Nozzleman	\$67.64	<a href="#">7Q</a>	<a href="#">1R</a>		<a href="#">View</a>
Thurston	<a href="#">Playground &amp; Park Equipment Installers</a>	Journey Level	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$82.22	<a href="#">5A</a>	<a href="#">1G</a>		<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operator	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Assistant Engineer	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Batch Plant Operator: Concrete	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Bobcat	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Brooms	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Bump Cutter	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cableways	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Chipper	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Compressor	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Concrete Finish Machine -laser Screed	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Conveyors	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes Friction: 200 tons and over	\$75.90	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes, A-frame: 10 tons and under	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$74.40	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: 20 tons through 44 tons with attachments	\$73.01	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$75.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$75.90	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: 45 tons through 99 tons, under 150' of	\$73.66	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

		boom(including jib with attachments)					
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: Friction cranes through 199 tons	\$75.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Crusher	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Deck Engineer/deck Winches (power)	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Derricks: on building work	\$73.66	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$73.89	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Elevator and man-lift: permanent and shaft type	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Forklift: 3000 lbs and over with attachments	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Forklifts: under 3000 lbs. with attachments	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Gradechecker/stakeman	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Guardrail punch/Auger	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Locator	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Operator	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Hydralifts/boom trucks: 10 tons and under	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Hydralifts/boom trucks: over 10 tons	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Loader, Overhead 8 Yards. & Over	\$73.89	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Mechanics: all (Leadmen -	\$74.40	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

		\$0.50 per hour over mechanic)					
Thurston	<a href="#">Power Equipment Operators</a>	Motor patrol graders	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Overhead, bridge type Crane: 20 tons through 44 tons	\$73.01	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 100 tons and over	\$74.40	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 45 tons through 99 tons	\$73.66	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Power Plant	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Quad 9, HD 41, D10 And Over	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Quick Tower: no cab, under 100 feet in height based to boom	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Rigger and Bellman	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Rigger/Signal Person, Bellman(Certified)	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Rollagon	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Service Engineers: equipment	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Shotcrete/gunite Equipment	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe:	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>



		Over 30 Metric Tons To 50 Metric Tons					
Thurston	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$73.89	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$74.64	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Tower Crane: over 175' through 250' in height, base to boom	\$75.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Tower crane: up to 175' in height base to boom	\$74.40	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Tower Cranes: over 250' in height from base to boom.	\$75.90	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/Driver: 100 tons and over	\$73.01	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Truck crane oiler/driver: under 100 tons	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Welder	\$73.66	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Asphalt Plant Operator	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Assistant Engineer	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Barrier Machine (zipper)	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Batch Plant Operator: Concrete	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bobcat	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brokk - Remote Demolition Equipment	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brooms	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bump Cutter	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cableways	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Chipper	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-</a>	Compressor	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

	<a href="#">Underground Sewer &amp; Water</a>						
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Concrete Finish Machine -laser Screed	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Conveyors	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes Friction: 200 tons and over	\$75.90	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes, A-frame: 10 tons and under	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$74.40	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes: 20 tons through 44 tons with attachments	\$73.01	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$75.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$75.90	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$73.66	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes: Friction cranes through 199 tons	\$75.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Crusher	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Deck Engineer/deck Winches (power)	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Derricks: on building work	\$73.66	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Dozers D-9 & Under	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Drilling Machine	\$73.89	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Elevator and man-lift: permanent and shaft type	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-</a>	Finishing Machine, Bidwell And	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

	<a href="#">Underground Sewer &amp; Water</a>	Gamaco & Similar Equipment					
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Forklift: 3000 lbs and over with attachments	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Forklifts: under 3000 lbs. with attachments	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Gradechecker/stakeman	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Guardrail punch/Auger	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Horizontal/directional Drill Locator	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Horizontal/directional Drill Operator	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hydralifts/boom trucks: 10 tons and under	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hydralifts/boom trucks: over 10 tons	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loader, Overhead 8 Yards. & Over	\$73.89	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders, Overhead Under 6 Yards	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders, Plant Feed	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders: Elevating Type Belt	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Locomotives, All	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Material Transfer Device	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$74.40	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Motor patrol graders	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Overhead, bridge type Crane: 20 tons through 44 tons	\$73.01	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>



Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type: 100 tons and over	\$74.40	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type: 45 tons through 99 tons	\$73.66	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pavement Breaker	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pile Driver (other Than Crane Mount)	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Plant Oiler - Asphalt, Crusher	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Posthole Digger, Mechanical	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Power Plant	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pumps - Water	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quad 9, HD 41, D10 And Over	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quick Tower: no cab, under 100 feet in height based to boom	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger and Bellman	\$69.28	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger/Signal Person, Bellman(Certified)	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rollagon	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Other Than Plant Mix	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Plant Mix Or Multi-lift Materials	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roto-mill, Roto-grinder	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Saws - Concrete	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scraper, Self Propelled Under 45 Yards	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers - Concrete & Carry All	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers, Self-propelled: 45 Yards And Over	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Service Engineers: equipment	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shotcrete/gunite Equipment	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe:	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

	<a href="#">Underground Sewer &amp; Water</a>	Over 30 Metric Tons To 50 Metric Tons					
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$73.89	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Slipform Pavers	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Spreader, Topsider & Screedman	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Subgrader Trimmer	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Bucket Elevators	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane: over 175' through 250' in height, base to boom	\$75.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower crane: up to 175' in height base to boom	\$74.40	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Cranes: over 250' in height from base to boom.	\$75.90	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Transporters, All Track Or Truck Type	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Trenching Machines	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/Driver: 100 tons and over	\$73.01	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck crane oiler/driver: under 100 tons	\$72.45	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Mount Portable Conveyor	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Welder	\$73.66	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Wheel Tractors, Farmall Type	\$68.82	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Yo Yo Pay Dozer	\$72.51	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Line Clearance Tree Trimmers</a>	Journey Level In Charge	\$57.22	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Thurston	<a href="#">Power Line Clearance Tree Trimmers</a>	Spray Person	\$54.32	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Thurston	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Equipment Operator	\$57.22	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Thurston	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer	\$51.18	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Thurston	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer Groundperson	\$38.99	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Thurston	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$82.21	<a href="#">5A</a>	<a href="#">1G</a>		<a href="#">View</a>
Thurston	<a href="#">Residential Brick Mason</a>	Journey Level	\$35.53		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Residential Carpenters</a>	Journey Level	\$49.17	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Thurston	<a href="#">Residential Cement Masons</a>	Journey Level	\$18.09		<a href="#">1</a>		<a href="#">View</a>

Thurston	<a href="#">Residential Drywall Applicators</a>	Journey Level	\$49.17	<u>15J</u>	<u>4C</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Drywall Tapers</a>	Journey Level	\$23.25		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Electricians</a>	Journey Level	\$41.03	<u>5A</u>	<u>1B</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Glaziers</a>	Journey Level	\$49.80	<u>7L</u>	<u>1H</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Insulation Applicators</a>	Journey Level	\$24.16		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Laborers</a>	Journey Level	\$22.90		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Marble Setters</a>	Journey Level	\$35.53		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Painters</a>	Journey Level	\$20.77		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Plumbers &amp; Pipefitters</a>	Journey Level	\$71.41		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$34.42		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$55.15	<u>7F</u>	<u>1R</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Soft Floor Layers</a>	Journey Level	\$20.67		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$53.04	<u>5C</u>	<u>2R</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Stone Masons</a>	Journey Level	\$35.53		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Terrazzo Workers</a>	Journey Level	\$14.86		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Terrazzo/Tile Finishers</a>	Journey Level	\$21.96		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Residential Tile Setters</a>	Journey Level	\$14.86		<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Roofers</a>	Journey Level	\$59.00	<u>5A</u>	<u>20</u>	<a href="#">View</a>
Thurston	<a href="#">Roofers</a>	Using Irritable Bituminous Materials	\$62.00	<u>5A</u>	<u>20</u>	<a href="#">View</a>
Thurston	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$91.83	<u>7F</u>	<u>1E</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Boilermaker	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Carpenter	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Crane Operator	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Electrician	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Heat & Frost Insulator	\$82.02	<u>15H</u>	<u>11C</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Laborer	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Machinist	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Operating Engineer	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Painter	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Pipefitter	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Rigger	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Sheet Metal	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Shipfitter	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Warehouse/Teamster	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Welder / Burner	\$39.58	<u>7V</u>	<u>1</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Boilermaker	\$47.45	<u>7X</u>	<u>4J</u>	<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Carpenter	\$47.35	<u>7X</u>	<u>4J</u>	<a href="#">View</a>

Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Crane Operator	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Electrician	\$48.92	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Heat & Frost Insulator	\$82.02	<a href="#">15H</a>	<a href="#">11C</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Laborer	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Machinist	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Operating Engineer	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Painter	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Pipefitter	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Rigger	\$47.45	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Sheet Metal	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Shipwright	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Thurston	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Warehouse / Teamster	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>		<a href="#">View</a>
Thurston	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Journey Level	\$18.04		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Journey Level	\$15.50		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Soft Floor Layers</a>	Journey Level	\$54.41	<a href="#">5A</a>	<a href="#">3J</a>		<a href="#">View</a>
Thurston	<a href="#">Solar Controls For Windows</a>	Journey Level	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$89.49	<a href="#">5C</a>	<a href="#">1X</a>		<a href="#">View</a>
Thurston	<a href="#">Stage Rigging Mechanics (Non Structural)</a>	Journey Level	\$14.49		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Stone Masons</a>	Journey Level	\$63.32	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Thurston	<a href="#">Street And Parking Lot Sweeper Workers</a>	Journey Level	\$16.00		<a href="#">1</a>		<a href="#">View</a>
Thurston	<a href="#">Surveyors</a>	Chain Person	\$71.30	<a href="#">7A</a>	<a href="#">3K</a>		<a href="#">View</a>
Thurston	<a href="#">Surveyors</a>	Instrument Person	\$71.95	<a href="#">7A</a>	<a href="#">3K</a>		<a href="#">View</a>
Thurston	<a href="#">Surveyors</a>	Party Chief	\$73.15	<a href="#">7A</a>	<a href="#">3K</a>		<a href="#">View</a>
Thurston	<a href="#">Telecommunication Technicians</a>	Journey Level	\$48.88	<a href="#">6Z</a>	<a href="#">1B</a>		<a href="#">View</a>
Thurston	<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$38.27	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Thurston	<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$25.66	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Thurston	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$31.96	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Thurston	<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$36.17	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Thurston	<a href="#">Terrazzo Workers</a>	Journey Level	\$58.71	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Thurston	<a href="#">Tile Setters</a>	Journey Level	\$58.71	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Thurston	<a href="#">Tile, Marble &amp; Terrazzo Finishers</a>	Finisher	\$49.54	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Thurston	<a href="#">Traffic Control Stripers</a>	Journey Level	\$50.51	<a href="#">7A</a>	<a href="#">1K</a>		<a href="#">View</a>
Thurston	<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards	\$69.20	<a href="#">15J</a>	<a href="#">11I</a>	<a href="#">8L</a>	<a href="#">View</a>
Thurston	<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards	\$68.36	<a href="#">15J</a>	<a href="#">11I</a>	<a href="#">8L</a>	<a href="#">View</a>
Thurston	<a href="#">Truck Drivers</a>	Dump Truck	\$68.36	<a href="#">15J</a>	<a href="#">11I</a>	<a href="#">8L</a>	<a href="#">View</a>
Thurston	<a href="#">Truck Drivers</a>	Dump Truck & Trailer	\$69.20	<a href="#">15J</a>	<a href="#">11I</a>	<a href="#">8L</a>	<a href="#">View</a>
Thurston	<a href="#">Truck Drivers</a>	Other Trucks	\$69.20	<a href="#">15J</a>	<a href="#">11I</a>	<a href="#">8L</a>	<a href="#">View</a>

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Thurston	<a href="#">Truck Drivers - Ready Mix</a>	Transit Mix	\$69.20	<u>15J</u>	<u>11I</u>	<u>8L</u>	<a href="#">View</a>
Thurston	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Irrigation Pump Installer	\$17.53		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Oiler	\$14.49		<u>1</u>		<a href="#">View</a>
Thurston	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Well Driller	\$18.00		<u>1</u>		<a href="#">View</a>

**Washington State Department of Labor and Industries  
Policy Statement  
(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's  
Predetermined List for  
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		<b>X</b>
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		<b>X</b>
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		<b>X</b>
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		<b>X</b>

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		<b>X</b>
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	<b>X</b>	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	<b>X</b>	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	<b>X</b>	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		<b>X</b>
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	<b>X</b>	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		<b>X</b>
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		<b>X</b>
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		<b>X</b>



ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		<b>X</b>
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		<b>X</b>
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		<b>X</b>
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		<b>X</b>
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		<b>X</b>
22. Vault Risers - For use with Valve Vaults and Utilities  X Vaults.		<b>X</b>
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		<b>X</b>
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		<b>X</b>
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	<b>X</b>	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	<b>X</b>	

ITEM DESCRIPTION		YES	NO
27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28.	12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29.	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33.	Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	<b>X</b>	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	<b>X</b>	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. <b>NOTE:</b> *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	<b>X</b>	<b>X</b>
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		<b>X</b>
44. Guardrail components	<b>X</b>	<b>X</b>
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

ITEM DESCRIPTION	YES	NO
53. Fencing materials		<b>X</b>
54. Guide Posts		<b>X</b>
55. Traffic Buttons		<b>X</b>
56. Epoxy		<b>X</b>
57. Cribbing		<b>X</b>
58. Water distribution materials		<b>X</b>
59. Steel "H" piles		<b>X</b>
60. Steel pipe for concrete pile casings		<b>X</b>
61. Steel pile tips, standard		<b>X</b>
62. Steel pile tips, custom	<b>X</b>	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

## **WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects**

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential \*\*\* ALL ASSOCIATED RATES \*\*\*
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

**Washington State Department of Labor and Industries  
Policy Statements  
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)**

**WAC 296-127-018 Agency filings affecting this section**

**Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.**

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]



## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

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**Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

**EXCEPTION:**

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

**Overtime Codes Continued**

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

11. I. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.

### **Holiday Codes**

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).



## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Holiday Codes Continued**

- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
  - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6.
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
  - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7.
- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Holiday Codes Continued**

7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Holiday Codes Continued**

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Holiday Codes Continued**

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
- I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Note Codes**

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Note Codes Continued**

8. X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
- (B) – 200' to 299' – \$0.80 per hour over their classification rate.
- (C) – 300' and over – \$1.00 per hour over their classification rate.

## Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Note Codes Continued**

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

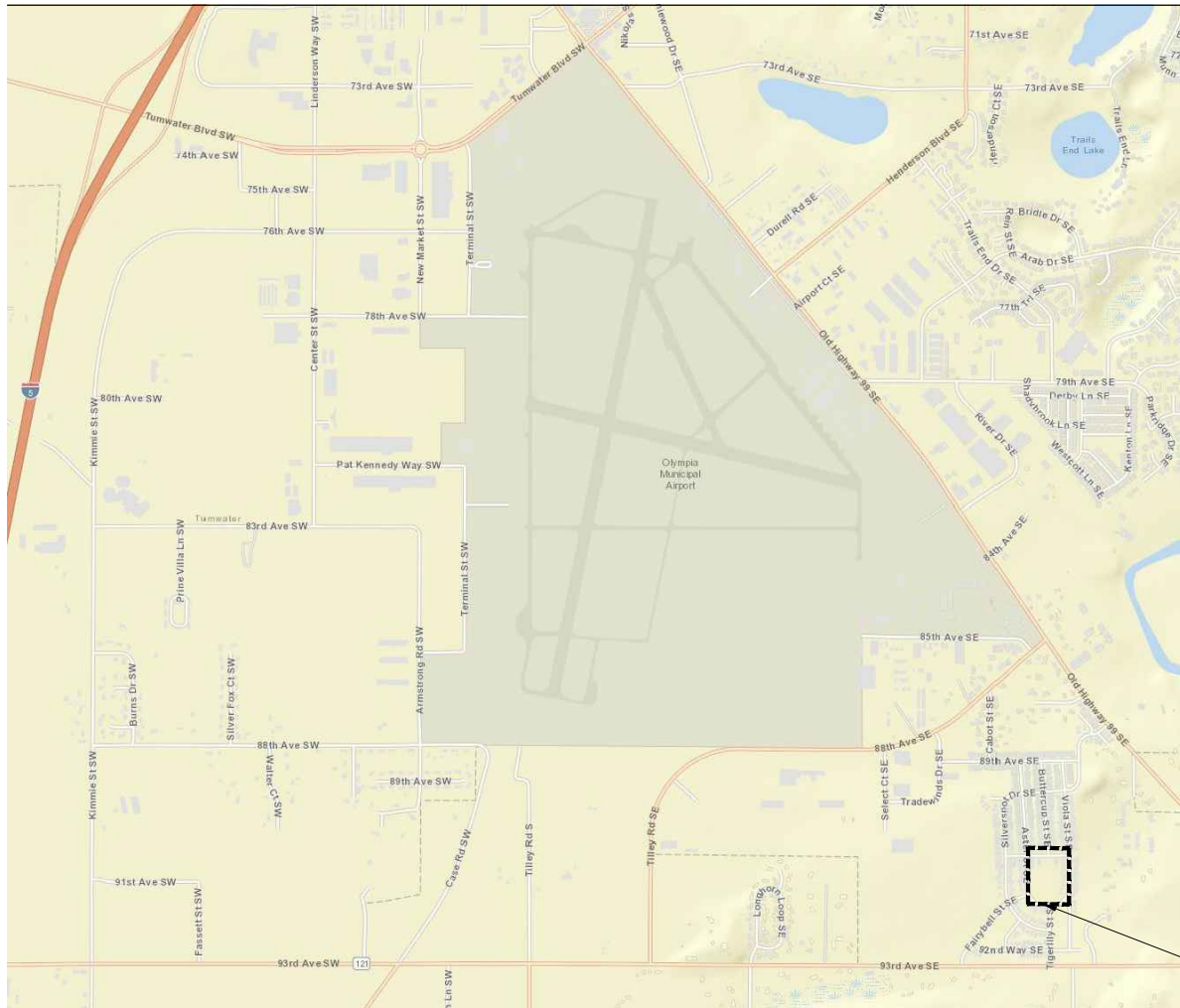
- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

# THE PRESERVE PARK

CITY OF TUMWATER PARKS AND RECREATION DEPARTMENT

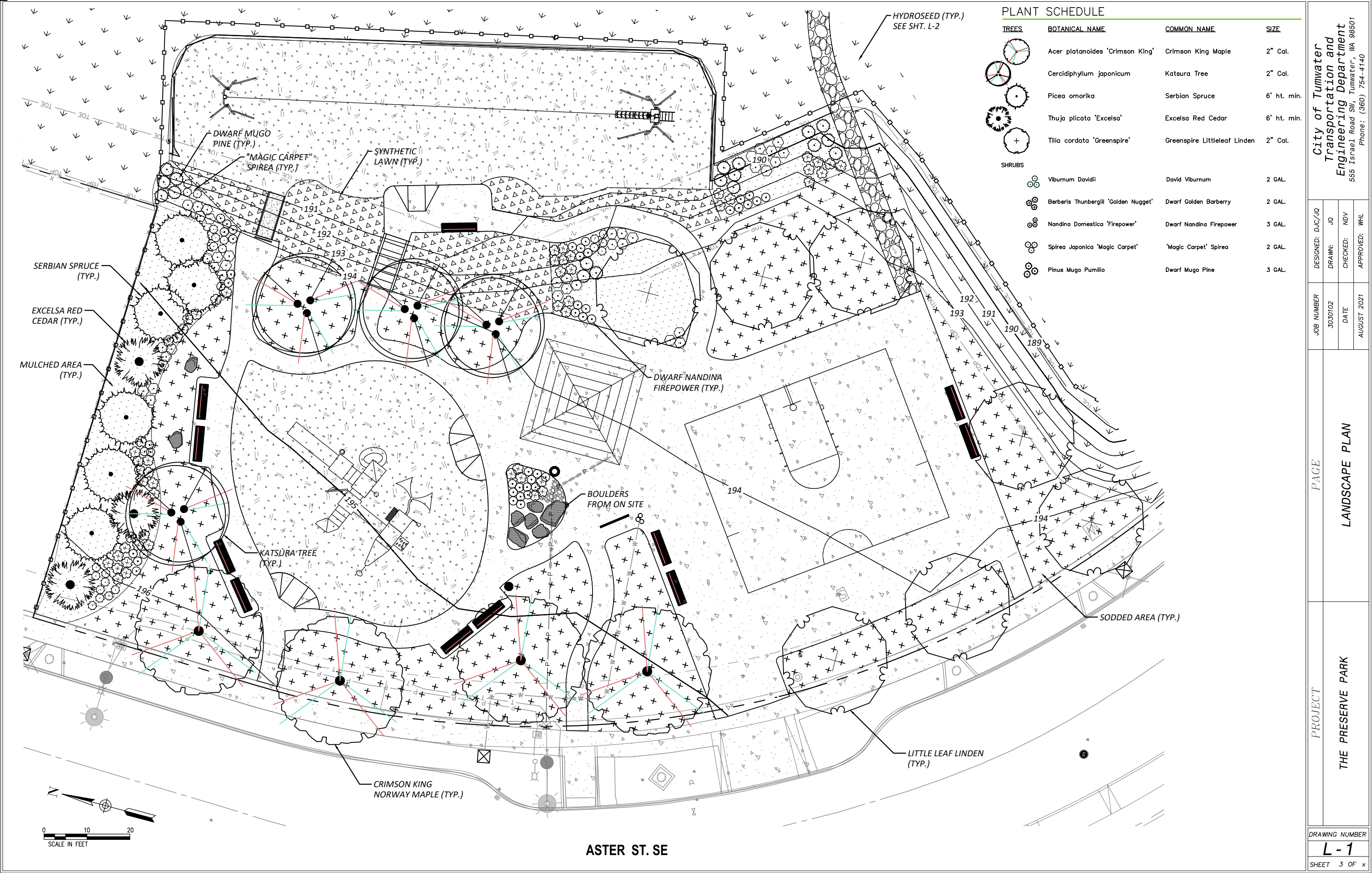


**VICINITY MAP**  
NOT TO SCALE



**THE PRESERVE  
PARK  
PROJECT  
LOCATION**





City of Tumwater  
Engineering and  
Transportation Department  
555 Israel Road SW, Tumwater, WA 98501  
Phone: (360) 754-4140

DESIGNED: D/C/JQ  
DRAWN: JQ  
CHECKED: NDV  
APPROVED: WHL

JOB NUMBER  
3030102  
DATE  
AUGUST 2021

PAGE  
LANDSCAPE PLAN

PROJECT  
THE PRESERVE PARK

DRAWING NUMBER  
L - 1  
SHEET 3 OF 3

Path: S:\Projects - Active\2020 Parks Projects\Preserve Park (2021034)\Design\CAD\ Plotting by: scorney Date: 28-Mar-22 12:17:50pm  
File: Preserve Plan Set.dwg

TO: City Council  
FROM: Chad S. Harvell, Recreation Coordinator  
DATE: April 19, 2022  
SUBJECT: Summer Experiences and Enrichment for Kids (SEEK) Grant

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1) Recommended Action:

Authorize the City to enter into an agreement with the Association of Washington Cities for a WRPA Summer Experiences and Enrichment for Kids (SEEK) grant in the amount of \$35,206.50.

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2) Background:

In November of 2021, Staff applied for the WRPA SEEK Grant. In January of 2022, staff was awarded two WRPA SEEK Grants for the summer of 2022. \$26,219 for the Tumtastic Day Camp and \$8,987.50 for the Great Outdoors Teen Camp. The purpose of the WRPA SEEK Grant is to help agencies increase their community's access to quality, outdoor summer programming for youth and communities who have historically been underserved and who have been most impacted by the COVID-19 pandemic.

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3) Policy Support:

Strategic Goals and Priorities:

- Expand partnerships and collaborations with the School District and targeted providers to improve and strengthen social service networks.
- Increase connections and partnership opportunities with other organizations, governments, and partners.
- Work with partner organizations and jurisdictions to implement our goals to build a more inclusive community.

Vision-Mission-Beliefs:

- We seize opportunities to improve our community's social, environmental, and economic well-being. We endeavor to realize positive opportunities in adverse situations and periods of change.
- 

4) Alternatives:

- ☐ Do not apply for these funds.
- 

5) Fiscal Notes:

The grant would provide \$32,206.50 to support summer recreation programs.

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6) Attachments:

A. SEEK Subcontractor Funding Agreement

## SEEK Funding Opportunity Subcontractor Funding Agreement

**Association of Washington Cities  
Service Subcontract (“Subcontract”) with****City of Tumwater Parks and Recreation**  
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)  
A program of the Washington Office of Superintendent of Public Instruction  
(OSPI)

**For**

<b>Jurisdiction Name</b>	City of Tumwater Parks and Recreation
<b>Program Description</b>	<ol style="list-style-type: none"><li>1. Tumtastic Day Camp</li><li>2. Tumwater Great Outdoors Teen Camp</li></ol>

**Start date:** April 15, 2022**End date:** November 15, 2022

## FACE SHEET

Subcontract Number: 22-55

## Association of Washington Cities (AWC)

## Summer Experiences &amp; Enrichment for Kids (SEEK) Fund

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

<b>1. Subcontractor</b>		<b>2. Subcontractor Doing Business As (optional)</b>	
<b>3. Subcontractor Representative</b>		<b>4. AWC Representative</b> Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
<b>5. Subcontract Amount</b> \$35206.50	<b>6. Start Date</b> April 15, 2022	<b>7. End Date</b> November 15, 2022	<b>8. Tax ID #</b>
<b>9. Subcontract Purpose</b> Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
<b>FOR SUBCONTRACTOR</b>		<b>FOR Association of Washington Cities</b>	
_____ _____ _____ Date		_____ _____ _____ Date	

Last revision 11/23/2021

## SEEK Funding Opportunity Subcontractor Funding Agreement

### 1. **SUBCONTRACT MANAGEMENT**

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

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

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

### 2. **PAYMENT**

AWC shall pay an amount not to exceed **\$35206.50** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

### 3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-55**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

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

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

#### **Duplication of Billed Costs**

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

#### **Disallowed Costs**

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

## SEEK Funding Opportunity Subcontractor Funding Agreement

### Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

#### **4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS**

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

#### **5. AGENT(S)**

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

#### **6. INSURANCE**

**a. Workers' Compensation Coverage.** The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

## SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

**b. Automobile Insurance.** In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**c. Business Automobile Insurance.** In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**d. Public Liability Insurance (General Liability).** The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

**e. Local Governments that Participate in a Self-Insurance Program.**

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

### **7. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification



## SEEK Funding Opportunity Subcontractor Funding Agreement

**SUBCONTRACTOR GENERAL TERMS AND CONDITIONS**

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

## SEEK Funding Opportunity Subcontractor Funding Agreement

Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

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

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

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

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

## SEEK Funding Opportunity Subcontractor Funding Agreement

**28. Registration with Department of Revenue.** The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

**29. Records Maintenance.** The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**30. Right of Inspection.** The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

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

**32. Subcontracting.** Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

**33. Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
  - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

**38. Termination Procedure.** Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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



## SEEK Funding Opportunity Subcontractor Funding Agreement

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

**39. Treatment of Assets.** Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

**40. Waiver.** A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

## SEEK Funding Opportunity Subcontractor Funding Agreement

this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

## SEEK Application & Scope of Work

### ***Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application***

#### **Tumtastic Day Camp**

With SEEK funding, the City of Tumwater Parks and Recreation Department would be able to reduce financial barriers for youth ages 6-11 to participate in our Youth Summer Camp Program, Tumtastic Day Camp. As part of our campaign to reach families, we will utilize social media platforms, and collaborate with the school district and other local nonprofits such as TOGETHER to increase the awareness for the underserved youth in the Tumwater community to participate. Tumtastic Day Camp is an eight-week program, designed to provide high-quality programming in a safe and fun learning environment. Held at a local elementary school in Tumwater, Tumtastic Day Camp supports all families that need childcare due to work schedules or that would like an opportunity for their child to gain confidence with their peers. Families are searching for a sense of normalcy due to the isolation of the COVID-19 pandemic. Campers will experience a variety of organized activities that encourage positive interaction between staff and campers alike. The program offers organized projects, outside activities, special guests and trips to local parks to name just a few. Other creative opportunities include two camp celebrations, one mid-summer and the other at the conclusion of the summer program. The end of summer wrap-up celebration will be a day set aside for campers and their families to enjoy festivities with the staff and will include a resource fair with local organizations (Tumwater School District, TOGETHER, Tumwater Timberland Library, Intercity Transit Walk & Roll Program, etc.). This resource fair will serve as a jump-start to help families plan for the upcoming school year. We have the potential to increase participation numbers in our day camp program; however, factors such as income level and access to resources greatly affect our community members' ability to participate in our program. With the necessary promotional tools to expose our day camp to a diverse audience, our focus will be to increase the recreational, social, emotional and physical health of the youth in Tumwater. As costs continue to rise, families will be faced with tough decisions that will greatly affect their ability to participate in organized activities. Tumtastic Day Camp offers the necessary activities to encourage interaction, exploration and team-building, along with support from organizations such as the WET Science Center of Olympia, Thurston County Food Bank, Washington State Department of Ecology, Wolf Haven International and Port Blakely Tree Farm. All of these components and partners are helping to bring a diversified experience to our youth participants, particularly those from low-income families and those still facing challenges left behind from COVID-19 isolation. Tumtastic Day Camp has a cost associated to operate the program. If funding for scholarships was available, we are still able to support a sustainable program as we look to reduce the cost who need it the most. In the past, we have only been able to fund participants needing assistance for one week of camp. Additional scholarship funding will allow us to increase the number of campers per week by offering 10 scholarship spots per week for the 8-week program. With a small amount of scholarship funds available, having additional funds to reach more participants will be crucial. With funding to add additional staff, school space, scholarships and professional services for organized activities, Tumtastic Day Camp will provide 8 barrier-free weeks from June 27-August 19, 8 hours of activities a day for up to 55 participants for a total of 2,200 hours a week. In total, the camp will provide 17,600 total hours of physical activity and engagement over 8 weeks.

#### **Tumwater Great Outdoors Teen Camp**

With SEEK funding, the City of Tumwater Parks and Recreation Department would be able to add an outdoor-focused teen camp to serve our community's underprivileged youth. Our department currently offers a field trip-focused summer teen camp for 13 youths ages 12 – 17. The SEEK funding that is being requested would allow the addition of a second teen camp, the Great Outdoors Teen Camp. The Great Outdoors Teen Camp would be a two-week program, running Monday – Friday from 8:30am – 4:30pm with extended care available by request. Camp dates would be July 11 – 15 and August 1 – 5. The program would allow 13 youths age 12 – 17 (per week) to engage in a unique outdoor camp experience at local city parks. One Recreation Coordinator and one Recreation Aide would provide supervision, transportation, and activity implementation for the program. Park shelters and lodges would be used as the base camp for each day's activities. The park's fields, playgrounds and sport courts would be utilized for group games and activities, while the forested areas, trails and river would be used for outdoor education opportunities. Camp would be held completely outdoors, meaning each participant would spend 35 hours per week outdoors, or 70 hours total for the two week program. Lunch would be provided free to all participants upon request through the Tumwater School District's Summer Lunch Program. In an effort to eliminate barriers for participants, we are requesting that the SEEK funding be used to scholarship 75% of the program fee for participants. This would be fee based, with the camp fee being \$155 per week. Participants would pay \$38.75 and the remaining \$116.25 would be paid for by scholarship funding. In order to reduce financial barriers to the program, the Great Outdoors Teen Camp and the available scholarship would be promoted to students who receive free or reduced lunches or similar aid in the schools. We would work with the Tumwater School District and the non-profit organization TOGETHER to share information with the low-income families in our community. The Great Outdoors Teen Camp would provide childcare for families and a safe environment for youth to learn about the natural world around them. It would also offer empowerment opportunities for youth to engage in team building, leadership skill building, and creating social connections with the other youth participants. While at camp, participants would engage in outdoor education opportunities in the areas of PNW plant identification and foraging, wilderness survival, and water resources. Each week of camp would feature educational components via visits from organizations such as the Tumwater Water Resources Department, WET Science Center of Olympia, Washington State Department of Ecology, and Wolf Haven International. Each participant would receive an Outdoor Survival Kit and would learn how to start a fire, use a compass, and build an improvised shelter. Other daily activities would include group games, team building exercises and outdoor sports such as Archery Tag, volleyball and Ultimate Frisbee.

## Budget &amp; Project Costs Worksheet

## Budget (as presented in the SEEK application Project Costs Worksheet)

Project: Tumtastic Day Camp

Project Costs	Summer 2022
Staff	\$4800
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$
Scholarships or subsidies	\$9900
Transportation	\$
Facilities	\$5200
Professional Services (please be specific on type of service)	\$6319
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
<b>TOTAL</b>	<b>\$26219</b>

Project: Tumwater Great Outdoors Teen Camp

Project Costs	Summer 2022
Staff	\$3545
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$770
Scholarships or subsidies	\$3022.50
Transportation	\$
Facilities	\$1100
Professional Services (please be specific on type of service)	\$550
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
<b>TOTAL</b>	<b>\$8987.50</b>

**Attachment C**

**Subcontractor Reporting Requirements**

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Subcontractor Agent(s)

*List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.*

Name of Agent	Address

## Attachment E

**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: April 19, 2022  
SUBJECT: Regional Fire Authority Briefing

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1) Recommended Action:

Informational Only.

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2) Background:

The Cities of Tumwater and Olympia have agreed to explore creating a Regional Fire Authority encompassing both jurisdictions. A Planning Committee, comprised of City Council members from each City, has been created to lead the process. The Planning Committee has met several times and continues to meet on a bi-weekly basis. This presentation will include an update on the Committee's progress. The presentation will be emailed to Councilmembers prior to the meeting.

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3) Policy Support:

Strategic Priority D: Provide and Sustain Quality Public Safety Services  
2023-24 Council Goals: RFA Regional Planning

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4) Alternatives:

☐ This is for information and discussion only.

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5) Fiscal Notes:

There are no fiscal impacts with this briefing.

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6) Attachments:

- A. Shared Values & Principal Statement
- B. Project Schedule
- C. Initial Outreach

## Statement of Shared Values and Principles

*As recommended by RFA Planning Committee April 11, 2022*

**The following statement of shared values and principles to guide us in developing a plan for an RFA to be created by the Olympia and Tumwater RFA Planning Committee**

*Values and Principles are not presented in rank order of priority.*

### **Our Values Include:**

1. **Ensuring operations meet or exceed current service levels in terms of their ability to support a safe and healthy community.**
2. **Providing a safe, supportive and professional environment for our first responders.**
3. **Participatory Governance.** Jurisdictions which are part of the RFA should have a meaningful voice in the operating decisions of the RFA. The RFA Board should seek to make decisions by consensus whenever possible.
4. **Pro-Active Oversight, Planning and Continuous Improvement.** We are committed to planning for the future and proactively identifying and addressing the needs of our communities, identifying and implementing ways to better meet those needs.
5. **Promoting interagency collaboration, communication and strong working relationships.** The RFA will act in the collective best interests of all its public safety partners, not just those served by the RFA.
6. **Making data-driven decisions.** The RFA should take strategic action based on the facts after a thorough and objective analysis of the issues.
7. **Being an effective and efficient steward of public funds.**
8. **Affordable and sustainable financial model.** The RFA should implement an affordable and sustainable financial model that can facilitate consistent service levels over time as the community served continues to grow.
9. **Strong engagement with our local communities.** The RFA should be a positive and engaged member of the communities it serves with pro-active outreach to the public.
10. **Honoring the history and identify of the Olympia and Tumwater Fire Departments while we build the culture for the new fire agency.**

**Our Operating Principles Include:**

- A. The RFA Board will be committed to the success of the RFA and will be engaged in actively learning and understanding the work of the agency.
- B. We will strive to operate nimbly, with the ability to make decisions and respond quickly when necessary.
- C. We seek to understand and address the unique needs of the communities we serve. We strive to address these needs equitably in all operating and financial decisions.
- D. We work to attract, develop and retain high quality staff.
- E. We will ensure all City Fire Department staff in good standing at the time of annexation are offered at least equivalent positions within the RFA.
- F. We strive to employ rigorous quality assurance and reporting practices.
- G. We manage agency budgets to control or reduce costs.
- H. We seek to limit spikes in budgets from year to year, by use of planning capital investments over time, developing reserves and other means.
- I. We commit to being transparent, accessible and responsive to our customer agencies and the public.
- J. In contracting to provide services to other agencies, we are mindful of our own costs of service: communities within the RFA boundaries should not incur additional costs from these external service contracts.

**Olympia-Tumwater Regional Fire Authority (RFA) Planning Committee**

**Recommended Project Schedule – April 2022**

<b>Recommended Schedule</b>	
RFA Planning Committee submits RFA Plan to City Councils	October 2022
City Councils deliberate	October 2022- February 2023
Councils act to approve Plan and place RFA measure before voters	Late February 2023
Election	April 2023
RFA Effective Date	By August 1, 2023
RFA taxes, charges imposed	January 2024

This schedule provides time for the RFA Planning Committee to complete its work, time for the Councils to deliberate on the proposed RFA Plan and minimizes the time between when the RFA is created and revenues to support operation of the RFA begin.

Olympia-Tumwater RFA Planning Committee  
Recommended Approach to Initial Community Engagement

Proposed Initial Outreach Program	
<b>Who</b>	Olympia and Tumwater communities
<b>What</b>	Community Information Meeting. Basic information ("RFA 101"), consistent with Council presentation content with Q&A opportunity for attendees.
<b>When</b>	May 19, 2022; 6:00 p.m. start time; 1 hour (no longer than 90 minutes).
<b>Where</b>	Remote Meeting cohosted by cities of Olympia and Tumwater Zoom Webinar set up. Olympia will provide the Zoom link.
<b>Why</b>	Required by statute. Create opportunities for public inquiry and input on development of the RFA plan.
<b>How</b>	Cities host informational meeting with moderated discussion, a subject-matter experts, and Q & A segment. Committee members may attend but are not part of the program.