



CITY OF
TUMWATER

**GENERAL GOVERNMENT COMMITTEE
MEETING AGENDA**

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

**Wednesday, May 08, 2024
8:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: General Government Committee, April 10, 2024
4. Ordinance No. O2024-001, Updates to Title 15 (2021 Building Code Update) (Al Christensen)
5. Memorandum of Understanding with the Cities of Lacey, Olympia, and Yelm for a Housing Displacement and Racially Disparate Impacts Analysis for the Housing Element of the 2025 Comprehensive Plan Periodic Update (Brad Medrud)
6. Interlocal Data Share Agreement with the State Auditor's Office (Troy Niemeyer)
7. Law Enforcement Records Management System Interlocal Data Share Agreement with the State Auditor's Office (Troy Niemeyer)
8. Enterprise Resource Planning System Contract Amendment No. 2 (Troy Niemeyer)
9. Ordinance No. O2024-003 Establishing a new fund "Public Safety Sales Tax" (Troy Niemeyer)
10. Additional Items
11. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/87811416684?pwd=aEILWDI0cTc1STZONmsvMi9hdHZCdz09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 878 1141 6684 and Passcode 416946.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us.

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF VIRTUAL MEETING
April 10, 2024 PAGE 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Michael Althausser and Councilmember Leatta Dahlhoff.

Excused: Councilmember Joan Cathey.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Water Resources, and Sustainability Director Dan Smith, Planning Manager Brad Medrud, and Land Use and Housing Planner Erika Smith-Erickson.

**APPROVAL OF MINUTES
GENERAL
GOVERNMENT
COMMITTEE, MARCH 13
2024:**

MOTION: **Councilmember Dahlhoff moved, seconded by Chair Althausser, to approve the minutes of March 13, 2024 as published. A voice vote approved the motion.**

**2025 COMPREHENSIVE
PLAN PERIODIC
UPDATE – COMMUNITY
SURVEY RESULTS:**

Manager Medrud reported the non-scientific survey was an initial effort as part of the Community Engagement Plan for the Comprehensive Plan Periodic Update process. Although the survey captured a wide variety of responses, the presentation will focus on important issues.

The Community Engagement Plan includes opportunities throughout the update process for both the community and individual stakeholders to participate in the update process. The plan identifies various tactics, strategies, and platforms to inform and consult with stakeholders throughout the update. Moving forward, the process will incorporate flexibility to ensure outreach occurs to members of the community.

The purpose of the survey was to inform the community about the update and ways to become involved. The survey provided an opportunity for staff to seek feedback on specific issues and elements, as well as to provide some insight as to how the community receives information. A postcard was mailed to 22,000 addresses in the City in late fall 2023 announcing the availability of the online survey. The survey opened in November 2023 and closed on February 14, 2024. The survey generated 975 responses compared to a similar survey in 2016 of only 120 responses.

Approximately 80% of the respondents reported living in the City

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF VIRTUAL MEETING
April 10, 2024 PAGE 2**

with 25% living in the City less than five years. A majority of the respondents have lived in the City more than 11 years. A majority of the respondents live in a single-family home. Most of the respondents (68%) were homeowners, 10% are renters, and 20% did not answer the question or did not live in the City. Statistical data from Thurston Regional Planning Council's (TRPC) Profile reflects that 58% of the community owns their homes and 42% are renters. Survey responses were reflective of more homeowners and the need to improve outreach to renters. Staff is pursuing some strategies to improve outcomes.

Approximately 40% of the respondents work in the City, 10% reported owning a business in the City, and over 37% reported an annual household income of over \$125,000. The area median income for the City is \$102,000.

Manager Medrud reported more females completed the survey than males reflecting a higher percentage of females compared to TRPC statistical data. In terms of race and ethnicity, the results compared favorably to TRPC Profile statistical data. Most of the respondents were aged between 35 to 65 years with those less than 34 years old considerably less. Most of the respondents were married with both children and had no children. Respondents reporting as single were underrepresented compared to other City data. Results on education tracked closely with TRPC statistical data with a high number of college-educated community members living in the City.

Respondents were asked to provide feedback on how they receive information and personal preferences for receiving information. Basic questions asked respondents about the best times for engagement. Based on the survey results, staff plans to schedule open houses on Wednesday and Thursday evenings. As part of the work on the update of the Housing Element, staff is reaching out to individual stakeholders representing various groups, such as developers, housing service providers, and other important groups supporting affordable housing and reducing homelessness. It is likely different results will be generated. Staff also recognizes that scheduling one meeting in the evening would not meet the need for everyone, which speaks to seeking other outreach opportunities to attract as many different audiences as possible. Respondents reported their preferred ways to communicate with the City included email and telephone. A majority of the respondents preferred to attend virtual meetings versus in-person meetings. Respondents reported email as the primary source of learning about community information followed by other community members, the City's website, social media, direct mail and utility bill inserts, and newspapers.

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF VIRTUAL MEETING
April 10, 2024 PAGE 3**

Manager Medrud reviewed the results of questions on City services, quality of life, critical issues facing the City, and the City's greatest assets. Respondents rated the City well in police and fire services with parks and recreation following. However, roads, sidewalks, and bicycle lanes were not rated as high. Because of the amount of construction occurring in the City and the frequency of interaction of those services by the community, the ratings were lower with other provisions of services rating average or better.

Councilmember Dahlhoff commented on the high number of "not sure" and whether it is possible to infer that the respondent did not have a need nor had experience with the subject. Manager Medrud said it is possible to infer that many respondents had no experience with permits or programs for seniors as well as whether those programs and permits were needed by the respondent at this time, or they were unaware of the services.

Respondents rated parks, police services, and fire services higher than roads, sidewalks, and bicycle lanes, which speaks to other comments conveyed to staff independent of the survey. The survey asked respondents to rate Tumwater on quality-of-life factors. In terms of shopping opportunities, housing options, and streets and roads, the response was overall average or less than the other quality of life questions. Other issues rated as high concern are critical areas, crime and public safety, housing costs and rent, and homelessness with jobs and the economy, racism, and equity rated lower as a concern.

Manager Medrud reported common themes from written responses on the City's greatest assets included:

- Parks, landscape, trees, proximity to recreation, community events
- Small town feel and central location
- Schools and community
- Police, fire, government, and crime prevention
- Not many homeless encampments
- Historical background

The survey included questions about quality of life now and in five years, housing, growth strategies, topics of greatest interest for the periodic update, top three priorities, and other comments and ideas that City leadership should hear about. The question on "How would you rate the overall quality of life in Tumwater today?" generated a response of 71.66% as excellent or good. Interestingly, the question on "Looking ahead 5 years from now, how do you expect to rate the quality of life in Tumwater?" generated a response of only 62.53% as excellent or good.

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF VIRTUAL MEETING
April 10, 2024 PAGE 4**

A question on different growth strategies the City should pursue generated the following responses:

- 27.84% - Encourage development near transit services
- 45.85% - Provide more options to get around without a car
- 22.22% - Allow for higher density development
- 61.87% - Increase open space or green space in urban areas
- 49.47% - Support the development of affordable housing
- 68.19% - Encourage walkable and bikeable communities
- 57.78% - Protect environmentally sensitive areas
- 41.17% - Prepare for climate change
- 45.73% - Diversify & increase job and business opportunities

A question on topics of most interest generated the following responses:

- 48.45% - Affordable housing
- 31.96% - Climate and environment
- 44.67% - Economic development
- 34.02% - Transportation
- 14.78% - Utility services
- 24.57% - Other

The top three priorities ranked by respondents are (1) police, fire, and crime, and public safety, (2) housing, and (3) economic development. Comments included reducing homelessness, prioritization of public safety and reducing crime and drugs, hiring more firefighters, police, provide programs for the homeless, more programs for special needs or family needs, maintain a clean City, and improving schools.

Councilmember Dahlhoff asked whether the responses pertaining to improving schools could be shared with the Tumwater School Board. Manager Medrud affirmed the information would be helpful to share with the School Board. Additionally, staff is scheduling meetings with school staff and could share the responses at that time.

Responses for housing included:

- Reducing sprawl
- Keeping small town feel
- Having more affordable options for owning/renting
- Creating more middle housing
- Improving building permit process
- Creating affordable senior housing

Responses for economic development included:

- More local shops/restaurants
- Redevelop the brewery

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF VIRTUAL MEETING
April 10, 2024 PAGE 5**

- Create a downtown
- Create a more uniform building code/theme
- Create more jobs
- Bring in and attract more employers and industries
- Diversify business
- Create more community spaces for events/venues

When asked how respondents believe the current housing situation is on a scale of 0 to 10, where zero is “not a problem and ten is “a crisis,” the average survey response was 5.5. The survey response does not match other survey results, such as affordable housing ranked as one of the most important things for the City to consider.

A number of the survey questions focused on housing, services (important components of the Comprehensive Plan update), and whether the City offers a mix of housing and services that encourages residents to continue living in the community at every stage. The responses ranged from Yes, No, No Opinion, or Not familiar with what Tumwater offers. Many of the respondents reported they were not aware of what Tumwater offers. Written responses provided more insight:

- Not enough housing for seniors, retirement homes, fixed income, or assisted/independent living
- Need more middle housing and mixed development – with options to buy duplexes/condo/smaller houses
- Not enough affordable housing – rent or owning. Rentals are too high priced, and people cannot save to buy houses
- Smaller more affordable single-family residences or multifamily units that could be purchased
- Concerns about homelessness and crime in public places/parks

Manager Medrud said the survey generated written comments about concerns of high-density housing, overcrowding of schools, lack of infrastructure to support growth (roads and utilities), and population growth. There were also concerns surrounding short-term rentals, and private companies purchasing housing and using them as rentals, as well as ideas for controlling the rental market and prices.

Councilmember Althauser referred to comments on controlling the rental market and prices, as some of the comments appear to reflect concerns that the City is not actively working to control rental prices or that possibly, the concerns reflect that the City is meddling by offering tenant protections to help control the rental market. Manager Medrud advised that based on responses to the survey, the feedback

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF VIRTUAL MEETING
April 10, 2024 PAGE 6**

spoke more to rental prices with some concerns about the mom-and-pop rental markets and other issues. Most of the concerns surrounded rental costs.

Manager Medrud reported a number of comments that spoke to anti-growth and development, keeping single family and not building more apartments, and more housing would not solve homelessness. Other housing considerations addressed level of traffic, increasing impact fees, streamlining and creating a faster permitting process, halting the increase in property tax to incentivize more affordable housing, providing more behavioral health services and treatment centers, and concerns about housing affordability for all income and age groups.

Manager Medrud encouraged the committee to review the 227 survey responses to a question asked of respondents to provide additional comments or ideas they would like City leadership to hear. The responses were varied.

Manager Medrud said the response rate was much higher than anticipated. The survey was an online survey versus the 2015 survey, which required respondents to fill out a survey. The availability on the City's website likely generated a higher rate of responses. Staff was also pleased with the response rate, as the survey was lengthy. Some of the broader themes conveyed included homelessness and safety, preserving the small-town feel, reducing sprawl, preserving and creating open spaces, redevelopment of the brewery, creating a downtown area, providing more options for multimodal transportation, and more affordable housing options for different income groups and ages.

In comparing the demographic results of the Community Survey to the TRPC Community Profile, next steps for staff include more efforts to reach out to the following, among other groups:

- Renters
- Those making less than area median income
- The BIPOC community
- Eighteen to thirty-four years old
- Those single with no children at home

Next steps on the update of the Housing Element are outreach to non-profit groups, schools, realtors, renters, housing workgroups, and other potential groups to form a stakeholder group with better representation of the community when collecting input. Eight meetings have been scheduled with different groups. The meetings will serve to inform staff of other groups to include. Staff will work with the stakeholder group to serve as a sounding board as the update of the Housing Element progresses.

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF VIRTUAL MEETING
April 10, 2024 PAGE 7**

Discussion ensued on recent actions by Regional Housing Council (RHC) to form two committees with positions on each committee assigned to either a resident or an employee within each partner jurisdiction. Chair Althauser noted that one of the two positions for Tumwater has not been filled. The RHC appointed a Tumwater resident to the Homeless Services Committee but has not appointed a Tumwater resident to the Affordable Housing Committee. A former appointee was unable to continue serving because of work commitments.

Councilmember Dahlhoff referred to the Council’s strategic goals and priorities that speak to reviewing compensation for City boards and commissions. She inquired about the possibility of considering compensation for stakeholder groups. Chair Althauser advised that the RHC is compensating members of the two committees. Manager Medrud explained that in terms of the specific stakeholder group, staff does not have the capacity or the direction to provide compensation; however, it is subject to direction by the Council.

Manager Medrud reported on the joint City Council and Planning Commission tour scheduled on Tuesday, August 13, 2024 focusing on transportation. A number of Open Houses are scheduled in-person with a separate online component starting the day of the open house and remaining active for two weeks:

- Wednesday, May 29, 2024 – Housing
- Wednesday, July 31, 2024 – Climate
- Wednesday, October 2, 2024 – Development Code

The committee commented on how the information will be beneficial moving forward, verification of an entire spectrum of information at a given moment in time, and considering future opportunities to explore options for housing as many of the comments were contradictory. Some respondents were concerned about density while other respondents wanted to prevent rural sprawl. Members suggested the information would also benefit the Council and questioned the possibility of scheduling a similar review during a work session. Manager Medrud said staff has not scheduled a review but could if the committee believes it is important to share the information with the Council. In lieu of a work session, staff could provide the same presentation materials and survey results to the Council.

**2025 COMPREHENSIVE
PLAN PERIODIC UPDATI
– HOUSING TOUR
FOLLOW UP:**

Chair Althauser reported the tour held the previous evening included the Council, Planning Commissioners, staff, and some members of the public. The tour visited different neighborhoods in Olympia and Tumwater to view different housing options to assist in the proposed

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF VIRTUAL MEETING
April 10, 2024 PAGE 8**

changes to the Housing Element in the Comprehensive Plan. Several areas of interest included the triplexes on Tumwater Hill comprised of three-story units. The group walked through the housing complex to view that particular type of density. Although previously allowed to develop under the City’s code, the state recently enacted changes that would allow that type of development in most areas of the City.

Manager Medrud affirmed the need for the City to update development regulations to reflect new state law.

Chair Althauser said the discussion also spoke to implementation of design guidelines adopted eight years ago. Many of the questions asked were about the applicability of design guidelines and how the guidelines differ for commercial development. Some members in his group were somewhat skeptical in terms of “missing middle” partly because of the public conversation that occurred in Olympia and strong feelings conveyed during that conversation. During the tour, he believes some of those concerns were alleviated to some degree.

Councilmember Dahlhoff shared that the themes conveyed by her group centered on the number of participants who have larger homes, and that downsizing was impractical because of the expense; however, many also spoke to the benefit of retaining their homes as their adult children returned home because of the cost of housing was unattainable. One participant shared that they were able to locate a starter home for over \$400,000. The group also considered accessibility in terms of multistoried units. The discussion focused on ways to retain community members with a quality of life in Tumwater regardless of their age while also meeting density goals.

Manager Medrud shared information on the intent to complete all Comprehensive Plan policies and regulations concurrently at the end of 2025. Staff discussed options to initiate discussions with acknowledgment of the need to provide examples before exploring changes in policies. He complimented Planner Smith-Erickson for her efforts in organizing and identifying the different areas during the tour.

**SERVICE PROVIDER
AGREEMENT WITH EXP
FOR THE CLIMATE
ELEMENT OF THE 2025
COMPREHENSIVE PLAN
PERIODIC UPDATE:**

Manager Medrud reported the City received a grant from the Department of Commerce to fund a consultant to assist in the development of the Climate Element. The City completed the Request for Proposal process and selected EXP. The committee is requested to recommend placement of the service provider agreement on the April 16, 2024, City Council consent calendar.

MOTION:

Councilmember Dahlhoff moved, seconded by Chair Althauser, to place the service provider agreement on the April 16, 2024, City

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF VIRTUAL MEETING
April 10, 2024 PAGE 9**

Council consent calendar for consideration. A voice vote approved the motion.

**SERVICE PROVIDER
AGREEMENT WITH
FEHR & PEERS FOR
THE
TRANSPORTATION
PLAN OF THE 2025
COMPREHENSIVE
PLAN PERIODIC
UPDATE:**

Manager Medrud reported the City received a grant from the Department of Commerce to help defray costs to develop the Transportation Plan. The City completed the Request for Proposal process and selected Fehr & Peers. The committee is requested to recommend placement of the service provider agreement on the April 16, 2024, City Council consent calendar.

Manager Medrud reviewed the funding sources of \$100,000 from the State Department of Commerce Periodic Update grant and \$100,000 from the State Department of Commerce Climate grant to support the 2025 Comprehensive Plan periodic update. The rest of the funding for the project is from the general fund. The total cost of the contract is \$ 304,925, with \$200,000 from grants.

MOTION:

Councilmember Dahlhoff moved, seconded by Chair Althausser, to place the service provider agreement on the April 16, 2024, City Council consent calendar for consideration. A voice vote approved the motion.

ADJOURNMENT:

With there being no further business, Chair Althausser adjourned the meeting at 9:58 a.m.

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

TO: General Government Committee
 FROM: Al Christensen, Building & Fire Safety Official
 DATE: May 8, 2024
 SUBJECT: Ordinance No. O2024-001, Updates to Title 15 (2021 Building Code Update)

1) Recommended Action:

Recommend Ordinance No. O2024-001, Updates to Title 15 Building Codes, to the full Council for adoption at the May 21, 2024 Council meeting under consent.

2) Background:

The purpose of this ordinance is to amend TMC Title 15, Buildings and Construction, and to adopt the 2021 building, fire, plumbing, mechanical and energy codes required by the State Building Code Act, Chapter 19.27 RCW. The City is also adopting the International Property Maintenance Code (IPMC), 2021 Edition, and the ICC Guidelines for Replicable Buildings.

The State Building Code Council updates the State Building Codes on a three-year cycle. All jurisdictions in Washington State are required to enforce these regulations. The City of Tumwater will be adopting these codes with minor local amendments.

3) Policy Support:

Housing Plan Goal H-6.5 Tumwater will maintain current Building Code standards and will use the most up to date Code editions.

4) Alternatives:

- Modify and recommend the City Council approve Ordinance No. O2024-001
 - Recommend the City Council reject Ordinance No. O2024-001
-

5) Fiscal Notes:

This is an internally funded work program task.

6) Attachments:

- A. Ordinance No. O2024-001, Updates to Title 15 (2021 Building Code Update)

ORDINANCE NO. O2024-001

AN ORDINANCE of the City Council of the City of Tumwater, Washington related to buildings and construction and amending Title 15, Buildings and Construction, of the Tumwater Municipal Code as more particularly described herein.

WHEREAS, the adoption, implementation, and enforcement of effective building, structural, and life safety codes are important to ensure the safety, health, and well-being of Tumwater citizens; and

WHEREAS, the effective use of construction codes in large part accounts for the minimal loss of life from fire, earthquakes, wind, and other natural disasters in Tumwater and communities throughout the United States; and

WHEREAS, the knowledge and technology used to site and construct safe buildings is constantly changing and improving, requiring periodic construction code updates; and

WHEREAS, the City of Tumwater is required to adopt the State of Washington International Codes and the Uniform Plumbing Code as amended by the State Building Code Council pursuant to RCW 19.27.031; and

WHEREAS, pursuant to RCW 19.27.060, Tumwater may amend the state adopted codes so long as the amendments shall not result in a code that is less than the minimum performance standard and objectives contained in the State Building Code; and

WHEREAS, the General Government Committee held a briefing on the proposed ordinance on May 8, 2024; and

WHEREAS, the City Council discussed the proposed ordinance in a work session on **XXXX**, 2024 and considered the proposed ordinance on **XXXX**, 2024; and

WHEREAS, the City Council finds that the provisions of this ordinance are in the best interest of and protect the health, safety, and welfare of the residents of the City.

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

Section 1. Section 15.01.010, Purpose, of the Tumwater Municipal Code is hereby amended to read as follows:

15.01.010 Purpose.

A. The purpose of the codes and regulations adopted in this title is to provide for and promote the health, safety and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of these codes and regulations.

B. The building code of the city of Tumwater, as it shall be referred to herein, shall include but not be limited to those certain documents, being marked and designated as the International Building Code, International Existing Building Code, International Residential Code, International Mechanical Code, International Fire Code, International Property Maintenance Code, ~~2021~~2018 Editions, including the appendix chapters noted herein, the ICC G1-2010 Guideline for Replicable Buildings as published by the International Code Council, the Uniform Plumbing Code, ~~2021~~2018 Edition, including the appendix chapters noted herein, as published by the International Association of Plumbing and Mechanical Officials, and the Washington State Energy Code, ~~2021~~2018 Edition, published by the Washington State Building Code Council. The above-referenced documents as amended by the State Building Code Council are hereby adopted as the building codes of the city of Tumwater, in the state of Washington, for regulating and governing the conditions and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees thereof; and each and all of the regulations, provisions, penalties, conditions and terms of said building code are hereby referred to, adopted and made a part hereof, as if fully set out in this title, with the additions, insertions, deletions and changes, if any, prescribed in the following sections of this title.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Added, 12/21/2010)

Section 2. Chapter 15.04, International Building Code, of the Tumwater Municipal Code is hereby amended to read as follows:

15.04.010 International Building Code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Building Code, ~~2021~~2018 Edition, as amended by Chapter 51-50 WAC, which includes adoption of and amendments to the International Existing Building Code, ~~2021~~2018 Edition, and ICC/ANSI A117.1-2017, including Appendix Chapters E, Supplementary accessibility requirements; G, Flood resistant construction; H, Signs; I, Patio Covers; and J, Grading, therein, as the building code and standards

of the city of Tumwater; provided, Sections 105.3.2, 105.5, 109.2, 109.6, 113 and Appendix H, Sections H108, H109, H110 and H112 of the International Building Code are not adopted and that those sections of the International Building Code set forth in TMC 15.04.015 are amended to read as follows.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. O99-035, Amended, 12/07/1999; Ord. O96-027, Amended, 10/15/1996; Ord. O95-025, Amended, 10/17/1995; Ord. 1350, Amended, 12/01/1992; Ord. 1256, Amended, 09/04/1990; Ord. 1209, Added, 02/06/1990)

15.04.015 Amendments.

The following sections of the International Building Code as adopted by TMC 15.04.010 are amended to read as follows:

- A. Section 101.1. These regulations shall be known as the building code of the city of Tumwater, Washington, hereinafter referred to as the “building code” or “this code.”
- B. Section 101.4.3, Plumbing. The provisions of the Uniform Plumbing Code as adopted by TMC Chapter 15.12 shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.
- C. Section 101.4.6, Energy. The provisions of the International Energy Conservation Code adopted by TMC Chapter 15.20 shall apply to all matters governing the design and construction of buildings for energy efficiency.
- D. Section 105.2 shall be amended to read as follows:
1. Item 1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 200 square feet (18.58 m²). Placed min. (5) five feet from each other on the same lot or to any lot line.
 2. Item 2. Fences not over 7 feet (2134 mm) high. Fences not over eight foot high used for agriculture purposes that are of a common deer fence design as described in TMC 18.46.030.
- E. Section 109.3 shall be amended to read as follows:
- Section 109.3 shall have a new sentence added to the end of the paragraph as follows:
- The value for commonly built structures shall be determined by using the valuation table adopted by the Building Official by policy.
- F. Section 202 Definitions, Approved Agency, shall be amended to read as follows:

1. **Approved Agency.** An established and WABO registered agency that is regularly engaged in conducting tests or furnishing inspection services, where such agency has been approved by the building official.
2. **Special Inspector.** A WABO registered person employed or retained by an approved agency and approved by the building official as having competence necessary to inspect a particular type of construction requiring special inspection.

G. Section 903.2, Automatic fire-extinguishing systems, shall be amended to read as follows:

Section 903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in all buildings and locations described in Sections 903.1 through 903.2.12.

Additional Sprinkler Requirements. There are additional sprinkler requirements in all structures or buildings where the gross square footage, basements included, exceeds 7,500 square feet, or in all structures or buildings more than three stories in height (unless other sections of this code are more restrictive). The area and height increases specified in IBC Sections 504, 506, and 507 shall be permitted. For the purposes of this section, portions of buildings separated by a four-hour (4) area separation wall(s), constructed without openings and provided with a thirty-inch-high parapet may be considered as separate buildings, except that the entire gross floor area of all floors will be used to determine fire sprinkler requirements.

In addition, in all buildings, including single family residences, where the fire perimeter access or access roadways for fire apparatus cannot be provided due to design and/or location, fire sprinkler systems may be required.

H. Section 1703.1, Approved Agency, shall be amended to read as follows:

Approved Agency. An established and WABO registered agency regularly engaged in conducting tests or furnishing inspection services, and which also meets the applicable requirements specified in Sections 1702.1.1 through 1703.1.3, when the agency has been approved by the Building Official.

I. Section 1704, Special Inspections, shall be amended as follows:

1704.2.4 Report requirement. Approved agencies shall keep records of special inspections and tests. The approved agency shall submit reports of special inspections and tests to the building official, for review electronically within 48 hours of completing the inspection, and to the registered design professional in responsible charge. Reports shall indicate that work inspected or tested was or was not completed in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If they are not corrected, the discrepancies shall be brought to the attention of the building official and to the registered design

professional in responsible charge prior to the completion of that phase of the work. A final report documenting required special inspections and tests, and correction of any discrepancies noted in the inspections or tests, shall be submitted at a point in time agreed upon prior to the start of work by the owner or the owner's authorized agent to the building official.

(Ord. O2016-031, Amended, 12/06/2016; amended during 07/13 supplement; O2010-029, Amended, 06/07/2011; Ord. O2010-017, Added, 12/21/2010)

Section 3. Chapter 15.06, International Residential Code, of the Tumwater Municipal Code is hereby amended to read as follows:

15.06.010 Residential code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Residential Code, ~~2021~~2018 Edition, as amended by Chapter 51-51 WAC, including Appendix Chapters H, Patio Covers, K, Sound Transmission, Q, Tiny homes and T, Solar-ready provisions, as the residential building code and standards of the city of Tumwater; provided, that Sections R105.3.2, R105.5, R108.2, R108.5, R108.6, R112, and Appendix T103.2 through T103.5~~6~~ are not adopted; and further provided, those sections of the International Residential Code set forth in TMC 15.06.015 are amended as set forth below.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Added, 12/21/2010)

15.06.015 Amendments.

The following sections of the International Residential Code as adopted in TMC 15.06.010 are amended to read as follows:

A. Section R101.1 shall be amended to read as follows:

Section R101.1. Title. These provisions shall be known as the Residential Code for One and Two Family Dwellings of the City of Tumwater, and shall be cited as such and will be referred to herein as the "residential code" or "this code."

B. Section R105.2 shall be amended to read as follows:

Item 1. One story detached accessory structure used as tool and storage sheds, playhouses and similar uses, provided the floor is not greater than 200 square feet (18.58m²). Placed min. 5 five feet from each other on the same lot or to any lot line.

Item 2. Fences not over 7 feet (2134 mm) high. Fences not over 8 foot high used for agriculture purposes that are of a common "deer fence" design as described in TMC 18.46.030.

C. Section R108.3 shall be amended to read as follows:

Section R108.3 shall have a new sentence added to the end of the paragraph as follows:

The value for commonly built structures shall be determined by using the valuation table adopted by the Building Official by policy.

D. Table R301.2 (1) shall be amended to read as follows:

Table R301.2 (1), Climatic and Geographic Design Criteria, to be filled in as follows:

Roof Snow Load – 25 psi

Wind Speed (MPH) – 110

Seismic Design Category – D1

Weathering – Moderate

Frost Line Depth (inches) – 12

Termite – slight to moderate

Winter Design Temperature (degrees) – 17

Ice Barrier Underlayment Required – no

Flood Hazard – The most current Flood Insurance Rate Maps issued by FEMA

Air Freezing Index – 170

Mean Annual Temperature – 51° F

(Ord. O2016-031, Amended, 12/06/2016; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-017, Added, 12/21/2010)

Section 4. Section 15.08.010, Mechanical code adopted, of the Tumwater Municipal Code is hereby amended to read as follows:

15.08.010 Mechanical code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Mechanical Code, ~~2021~~2018 Edition, as amended by Chapter 51-52 WAC, which includes adoption of and amendments to the ~~2021~~2018 International Fuel Gas Code, the ~~2021~~2015 National Fuel Gas Code (NFPA 54) and the ~~2020~~2014 Liquefied Petroleum Gas Code (NFPA 58), and including Appendix Chapter A, published by the International Code Council, as the mechanical code of the city; provided, that Sections 106.3.3, 106.4.3, 106.4.4, 106.5, 106.5.1, 106.5.2 and 109 are not adopted.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. O99-036, Amended, 12/07/1999)

Section 5. Section 15.12.010, Uniform Plumbing Code adopted, of the Tumwater Municipal Code is hereby amended to read as follows:

15.12.010 Uniform Plumbing Code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the Uniform Plumbing Code, ~~2021~~2018 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended by Chapters 51-56 and 51-77 WAC, including Appendix Chapters A, B, ~~and I,~~ and M as amended; provided, that WAC 51-56-003 “those portions of the Code addressing building sewers,” not adopted by Chapters 51-56 and 51-77 WAC, is adopted; and further provided, that Uniform Plumbing Code Sections 104.3.2, 104.3.3, 104.4.3, 104.4.4, 104.5, and 107.0 are not adopted.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. O99-037, Amended, 12/07/1999)

Section 6. Chapter 15.16, International Fire Code, of the Tumwater Municipal Code is hereby amended to read as follows:

15.16.010 Fire code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Fire Code, ~~2021~~2018 Edition, as amended by Chapter 51-54A WAC, including the standards referenced in the International Fire Code; provided, that Sections 105.2.3, 105.3.1, 105.3.2; Sections 503.1.1, Buildings and facilities; 503.1.2, Additional access; 503.1.3, High piled storage; 503.2, Specifications; 503.3, Marking; and 503.4, Obstruction of fire apparatus access roads; and 503.4.1 Traffic calming devices, not adopted in Chapter 51-54A WAC, are adopted; and further, the exceptions to 507.3, Fire flow, and Section 113 are not adopted. Finally, such adoption shall include Appendix B, Fire-Flow Requirements for Buildings; Appendix C, Fire Hydrant Locations and Distribution; Appendix D, Fire Apparatus Access Road, except for D103.1, D103.4, D103.6.1 and D103.6.2; Appendix E, Hazard Categories; Appendix F, Hazard Ranking; and Appendix G, Cryogenic Fluids – Weight and Volume Equivalents; Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions, and that those sections of the International Fire Code set forth in TMC 15.16.015 are amended to read as follows.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. O99-038, Amended, 12/07/1999)

15.16.015 Amendments.

A. Section 101.1, Title. These regulations shall be known as the fire code of the city of Tumwater, hereinafter referred to as the “fire code” or “this code.”

B. Section 105.1.1 shall be amended to read as follows:

105.1.1. Permits required. Permits required by this code shall be obtained from the Building Official. Applications and construction permits shall be obtained at the Tumwater Community Development Department. A fee for each permit shall be paid in accordance with the fee schedule established by resolution of the Tumwater City Council. Issued permits shall be kept on premises designated therein at all times and shall be readily available for inspection by the inspector.

C. Section 503.2.3 shall be amended to read as follows:

Section 503.2.3. Surface. Fire apparatus access roads shall be paved asphalt or concrete and designed to meet the City of Tumwater Development Guide residential street design standards. Fire access roads shall be maintained by the property owner to support the imposed loads of fire apparatus. Alternate surfaces such as turfstone or grasscrete may be used for construction of fire lanes on private property when approved by the Building Official and the Fire Chief.

D. Section 901.4.7 shall be amended to read as follows:

Section 901.4.7 **Pump and riser room size.** Where provided, fire pump rooms and *automatic sprinkler system* riser rooms shall be placed on the exterior wall of buildings, designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required *fire-resistance-rated* assembly. Fire pump rooms shall be separated from all other areas of the building per 913.2.1. Other than one and two family Dwellings, *Automatic sprinkler system* riser rooms shall be separated from all other areas of the building with min. 1 hour fire barrier in accordance with section 707 or 711 or both in type IV & V construction. Provide doors and unobstructed passage-ways large enough to allow removal of the largest piece of equipment or Min.36 inches x 80 inches.

E. Section 901.4.7.1 shall be amended to read as follows:

Section 9.1.4.7.1 **Access.** Automatic sprinkler system risers, fire pumps and controllers shall be provided with ready access by the means of an approved exterior door. Where located in a fire pump room or automatic sprinkler system riser room, the door shall be permitted to be locked provided the key is available at all times.

FD. Section 903.2 shall be amended to read as follows:

Section 903.2. Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in all buildings and locations described in Sections 903.2.1 through 903.2.12.

Additional Sprinkler Requirements. There are additional sprinkler requirements in all structures or buildings where the gross square footage, basements included, exceeds 7,500 square feet, or in all structures or buildings more than three stories in height (unless other sections of this code are more restrictive). The area and height increases specified in IBC Sections 504, 506, and 507 shall be permitted. For the purposes of this section, portions of buildings separated by a four-hour (4) area separation wall(s), constructed without openings and provided with a thirty-inch-high parapet may be considered as separate buildings, except that the entire gross floor area of all floors will be used to determine fire sprinkler requirements.

In addition, in all buildings, including single family residences, where the fire perimeter access or access roadways for fire apparatus cannot be provided due to design and/or location, fire sprinkler systems may be required.

GE. Section 907.2 shall be amended to read as follows:

1. Section 907.2. Where Required – new buildings and structures. An approved automatic fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

2. Manual fire alarm boxes shall be provided at all exit door locations to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices.

3. Wherever the term “manual fire alarm system” is used in this code it shall be replaced with “automatic fire alarm system.” All automatic fire alarm systems shall be addressable systems. In addition, all occupancies regardless of use hereafter constructed which contain 7,500 square feet or greater gross floor area, or are greater than two stories in height shall have an approved automatic fire alarm system installed throughout. For the purpose of this section, area separation walls shall not define separate buildings.

HF. A new Section 907.12 shall be added to read as follows:

907.12. Problematic systems and systems out of service.

1. 907.12.1. In the event of a temporary failure of fire alarm equipment or circuitry, the Fire Chief may order all emergency response actions discontinued until repairs can be made.
2. 907.12.2. False alarms. In each instance involving more than one false alarm that occurs from any one properly maintained fire alarm system, within any twelve month period, a penalty fee established by resolution of the Tumwater City Council may be charged against the owners or persons responsible for the system. The Fire Chief shall also notify the responsible party in writing that they will be held responsible for the cost of responding to false alarms if they continue to occur. The cost to respond shall be based on the fee schedule established by resolution of the Tumwater City Council.
3. 907.12.3. Improperly maintained or unaccepted fire alarm systems. The Fire Chief may bill the responsible party for the cost of responding to false alarms in fire alarm systems that are not properly maintained according to this code and NFPA Standard 72 or have not been accepted by the Community Development Department. The cost to respond shall be based on the fee schedule established by resolution of the City Council.

I. Appendix B Table B105.2 shall be amended to read as follow:

TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND
TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND
TOWNHOUSES

<u>AUTOMATIC SPRINKLER SYSTEM(Design Standard)</u>	<u>MINIMUM FIRE-FLOW(gallons per minute)</u>	<u>FLOW DURATION(hours)</u>
<u>No automatic sprinkler system</u>	<u>Value in Table B105.1(2)</u>	<u>Duration in Table B105.1(2)</u>
<u>Section 903.3.1.1 of the International Fire Code</u>	<u>2550% of the value in Table B105.1(2)</u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>
<u>Section 903.3.1.2 of the International Fire Code</u>	<u>2550% of the value in Table B105.1(2)</u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>

For SI: 1 gallon per minute = 3.785 L/m.

- a. The reduced fire-flow shall be not less than 1,000 gallons per minute.
- b. The reduced fire-flow shall be not less than 1,500 gallons per minute.
- c. The reduced fire-flow of 50% may be less when approved by fire official.

JG. Appendix D shall be amended to read as follows:

1. D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the fire department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete surface capable of supporting the imposed load of the fire apparatus weighing at least 75,000 pounds. Alternate surfaces such as turfstone or

grasscrete may be used for construction of fire lanes on private property when approved by the Building Official and the Fire Chief.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Added, 12/21/2010)

Section 7. Section 15.18.010, Property maintenance code adopted, of the Tumwater Municipal Code is hereby amended to read as follows:

15.18.010 Property maintenance code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Property Maintenance Code, 2021~~2015~~ Edition; provided, that Sections 103.5, 107.1, 107.2, 107.3, 111 and 304.14 are not adopted; and further provided, those sections of the International Property Maintenance Code set forth in TMC 15.18.015 are amended as set forth below.

(Ord. O2016-031, Amended, 12/06/2016; Ord. O2010-017, Added, 12/21/2010)

Section 8. Section 15.20.010, Energy code adopted, of the Tumwater Municipal Code is hereby amended to read as follows:

15.20.010 Energy code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Energy Conservation Code, 2021~~2018~~ Edition, as amended by Chapters 51-11R and 51-11C WAC

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. 1321, Added, 03/03/1992)

Section 9. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 10. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 11. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 12. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this _____ day of _____, 2024.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: General Government Committee
 FROM: Brad Medrud, Planning Manager
 DATE: May 8, 2024
 SUBJECT: Memorandum of Understanding with the Cities of Lacey, Olympia, and Yelm for a Housing Displacement and Racially Disparate Impacts Analysis for the Housing Element of the 2025 Comprehensive Plan Periodic Update

1) Recommended Action:

Place the Memorandum of Understanding on May 21, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by December 31, 2025.

The Memorandum of Understanding will allow the City to work with the Cities of Lacey, Olympia, and Yelm and a consultant on a Housing Displacement and Racially Disparate Impacts Analysis as required by State law for the Housing Element of the 2025 Comprehensive Plan Periodic Update.

3) Policy Support:

GOAL H-4: To provide adequate opportunities for housing for all persons regardless of age, race, color, national origin, ancestry, sex, sexual orientation, familial status, marital status, ethnic background, source of income use of federal housing assistance, or other arbitrary factors.

4) Alternatives:

None.

5) Fiscal Notes:

Funding for the study is from the general fund.

6) Attachments:

A. Memorandum of Understanding with the City of Olympia for a Housing Displacement and Racially Disparate Impacts Analysis for the Housing Element of the 2025 Comprehensive Plan Periodic Update

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITIES OF OLYMPIA, LACEY, TUMWATER, AND YELM
REGARDING A HOUSING DISPLACEMENT AND RACIALLY DISPARATE IMPACTS ANALYSIS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into between and among the City of Olympia (“Olympia”), the City of Lacey (“Lacey”), the City of Tumwater (“Tumwater”), and the City of Yelm (“Yelm”), municipalities organized under the laws of the State of Washington, and collectively hereafter referred to as “Parties” or “the Parties,” or individually as “Party” or “the Party.”

RECITALS

WHEREAS, Washington’s Growth Management Act requires jurisdictions to conduct a displacement and racially disparate impacts analysis to inform the development of the housing element of their Comprehensive Plan; and

WHEREAS, none of the Parties alone have sufficient resources to contract with a consultant to provide the services requested; and

WHEREAS, jurisdictions in Thurston County have implemented regional approaches to addressing housing challenges; and

WHEREAS, the Parties wish to contract with one consultant to complete a Housing Displacement and Racially Disparate Impacts Analysis that provides recommendations for development of each Party’s Comprehensive Plan; and

WHEREAS, a contract with one consultant will help each Party comply with the requirements of the Growth Management Act, as well as inform regional policies and approaches to address displacement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose/Objective

The purpose of this MOU is for Olympia to contract with one consultant and share the costs associated with a Housing Displacement and Racially Disparate Impacts Analysis (“Contract”) for their respective jurisdictions, and that Olympia shall be the lead agency for contract purposes with the Consultant and shall invoice each Party for its respective percentage portion of the contracted services.

2. Scope of Agreement/Work

The responsibilities of the Parties are as follows:

- A. Olympia agrees to take the lead on entering into and managing a Contract with the selected consultant, BDS Planning & Urban Design, a Washington limited liability company (“Consultant”), to perform respective Housing Displacement and Racially Disparate Impacts Analysis for each Party’s jurisdiction as described in the Scope of Work attached hereto as Exhibit A.
- B. All expenses of the Contract will be shared among all the Parties as described in Section 3 of this MOU.
- C. The full amount of the contracted services will not exceed Ninety-Nine Thousand and 00/100 Dollars (\$99,000).
- D. Each City will provide one or more staff representatives who will participate in regular meetings with the Consultant, provide data to the Consultant (such as policy documents, guidance materials, or Housing Action Plans), and schedule presentations to their City Council, Council Committees, or Planning Commissions, as appropriate.
- E. Each City’s representative will be responsible for the deliverables related to their jurisdiction and for communication with the Consultant.
- F. Each City’s staff representative will collaborate with the Consultant on proposed policy solutions, as needed, and will provide contacts for potential community engagement.
- G. Each City’s staff representative will participate in community engagement in their jurisdiction.

3. Method of Payment

- A. Olympia will be reimbursed from the other Parties for payment of contracted services by the Consultant at the conclusion of the Contract in the percentages set forth below. Each city agrees to pay its share of the cost of the contracted services within thirty (30) days to Olympia after being invoiced by Olympia:
 - a. City of Lacey: 32%
 - b. City of Tumwater: 22%
 - c. City of Olympia: 33%
 - d. City of Yelm: 13%

4. Duration of Agreement

The contracted services will be completed no later than February 28, 2025, or in the manner described under the termination section of any Professional Services Agreement with the Consultant.

5. Posting or Recording

Prior to its entry into force, this Agreement shall be posted upon the websites of the Parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

6. Modification

This Memorandum of Understanding may only be changed, amended, or modified, if in writing, and executed by each of the Parties hereto.

Steven J. Burney, City Manager
City of Olympia
Date: _____

Approved as to Form:

Mark Barber

City Attorney

Debbie Sullivan, Mayor
City of Tumwater
Date: _____

Approved as to Form:

City Attorney

Rick Walk, City Manager
City of Lacey
Date: _____

Approved as to Form:

City Attorney

Joe DePinto, Mayor
City of Yelm
Date: _____

Approved as to Form:

City Attorney

EXHIBIT "A"
SCOPE OF WORK
HOUSING DISPLACEMENT ANALYSIS AND COMPREHENSIVE PLAN RECOMMENDATIONS FOR
THE CITIES OF LACEY, OLYMPIA, TUMWATER AND YELM

("Consultant") will conduct a displacement analysis and provide separate recommendations to the Cities of Lacey, Olympia, Tumwater, and Yelm ("Cities") to inform amendments to their respective housing elements as part of the Cities' Comprehensive Plan updates. The Washington State Legislature recently adopted changes to the housing-related provisions of the Growth Management Act (GMA) as part of HB 1220 (2021).

The Consultant will develop a racial equity and displacement report in line with state guidance that identifies local policies and regulations that result in racially disparate impacts, displacement risks, and areas where people may be at higher risk of displacement. The Consultant will develop proposed strategies and policies to support anti-displacement measures and begin to undo the impacts of local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing as defined in RCW 36.70A.070(2)(e)-(h).

HB 1220 (2021) significantly amended the requirements for the housing element of 20-year comprehensive plans developed under the Growth Management Act. The bill requires local governments to adopt comprehensive plans that contain a housing element that, among other things:

[...]

(e) Identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:

- (i) Zoning that may have a discriminatory effect;*
- (ii) Disinvestment; and*
- (iii) Infrastructure availability;*

(f) Identifies and implements policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions;

(g) Identifies areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments; and

(h) Establishes anti-displacement policies, with consideration given to the preservation of historical and cultural communities as well as investments in low, very low, extremely low, and moderate income housing; equitable development initiatives; inclusionary zoning; community planning requirements; tenant protections; land disposition policies; and consideration of land that may be used for affordable housing.

[...]

Consultant Responsibilities:**TASK 1 – Kickoff Meeting, Coordination and Administration (May-November 2024)**

Task 1.1: Project Kick-Off

A project kick-off meeting will include key members of the consulting team and be an opportunity to get acquainted with Cities' staff, review the scope of work, identify critical issues, and establish priorities for the project's timeline and budget. This kick-off meeting will ensure that Cities' staff are aligned in expectations of the Consultant's work. Key elements of this kick-off meeting will be refining the approach, scope timeline and anticipated outcomes/deliverables. Consultant and the Cities will also discuss the designation of key staff to support the process, schedule regular meetings, and review City Council, Council Committees, or Planning Commission dates.

Task 1.2: Regular Project Planning Check-in

Following the kickoff meeting, the Consultant's Project Manager will schedule regular in-person/virtual project management check-ins with the Cities' Project Managers to review project progress, schedules, outstanding tasks, and related issues. Each City will provide a staff representative for regular check-in meetings with the Consultant.

Task 1.3: Planning & Coordination Meetings

Consultant will remain in close working contact with the Cities through phone calls, e-mail communication, virtual and in-person meetings. Consultant will track time daily, and will deliver detailed monthly invoices including descriptions of work accomplished and staff time to complete work.

Consultant deliverables: Kickoff agenda; meeting notes and documents; meeting schedule; monthly progress reports (to include information reviewed, summary of initial findings, any challenges encountered, key questions for further research, and next steps); monthly invoices.

TASK 2 – Background Research and Development of Methodology (May-July 2024)

Task 2.1: Lines of Questioning

The Consultant will work with key project stakeholders from each of the Cities to finalize research objectives, confirm the boundaries of the research, and establish data collection goals. The Consultant will explore three key questions for research:

- What past housing policies resulted in resident displacement and racially disparate impacts?
- What types of current housing policies create the risk of resident displacement and racially disparate impacts?
- What groups and communities are at the greatest risk of housing displacement and racially disparate impacts?

Task 2.2: Knowledge Debriefing

The Consultant will meet with the Cities and key stakeholders in housing development to gather critical context, debrief their unique perspective and to discuss assumptions about lines of questioning, potential outcomes, and the best way forward.

Task 2.3: Literature Review

The Consultant will complete a literature review of existing guidance, data, policy reports, and promising activities around displacement risk analysis and racially disparate impacts. This literature review will include, but is not limited to:

- A review of existing plans, studies, and documentation about housing policies within Lacey, Olympia, Tumwater, and Yelm.
- Guidance from Department of Commerce and reference materials; Displacement risk analysis models from other jurisdictions (Bellingham, Seattle, Portland, & Puget Sound Regional Council)
- Academic Field Scan: A review of the latest peer reviewed journals about systemic injustice within housing policy and best practices for anti-displacement strategies.
- Geospatial Field Scan: A review of relevant mapping zoning and land use layers related to housing policies
- Socio-Economic Demography Analysis: A review of census data and other sources of information about people in the study area, with a focus on Historical and cultural communities, Manufactured home communities, Low, very low, extremely low, and moderate-income households
- Power Mapping Analysis: Review of who drives the discussion, resourcing, and policy making around housing in the study area
- Bibliography development: Formatted list of sources cited during literature

Task 2.4: Defining Terms

The Consultant will define key terms by assessing literature review results to identify topical themes about anti-displacement, to compare the differing meanings of anti-displacement terminology, and to select and build consensus around the terminology to be used for housing anti-displacement housing policies in driving Lacey, Olympia, Tumwater, and Yelm.

Task 2.5: Evaluation Model – Selecting Indicators

An evaluation model allows for actively applying lessons learned during the literature review to the project area in question. Indicators bridge the gap between a literature review and lived experience by helping to measure and convey complex phenomena. To capture the status-quo of housing displacement in the four Cities, and to measure success of future housing policies, the Consultant will help the Cities evaluate questions such as:

- What is an acceptable rate of housing displacement?
- What elements about a housing policy suggest it contributes to housing displacement?
- What elements about a group or community make it a candidate for restorative housing justice for past displacement?

- What elements about a group or community make it at risk for housing displacement in the short, medium, and long term?

An indicators field scan supplements the literature review, allowing the Consultant to understand how other communities have measured past housing displacement, and future risk of the same. The Consultant will work with the Cities and key stakeholders to build consensus and select indicators that reflect the unique character and legacy of the four Cities.

Consultant deliverables: Summary document of methodology, references reviewed and incorporated, data and mapping elements to be analyzed.

TASK 3 – Outreach, Engagement & Analysis (July-September 2024)

Task 3.1: Outreach and Engagement

Consultant’s approach is to ensure that planning processes do not further oppress the communities they intend to serve. Consultant focuses on continuous learning and growth in this area to be sure that they do not exacerbate institutional racism. Consultant regularly examines their implicit biases in community engagement, including who they unconsciously exclude and why. Consultant holds themselves accountable to engaging and empowering participation and leadership among these groups, especially those that have been historically excluded and undermined in the planning process.

The Consultant will complete two phases of community engagement: pre-engagement and engagement.

Pre-Engagement Phase: The Consultant will establish expectations for community engagement, review community demographics, and work with the client to develop a list of leaders and/or groups that represent traditionally underrepresented communities and then interview those leaders/groups one-on-one. This early engagement informs the development of a *Community Engagement Plan*, where the Consultant will describe tailored engagement strategies that will engage specific communities.

Engagement Phase: The Consultant will offer a menu of options that maximize engagement and build lasting relationships and leadership between communities and Cities. Engagement options include key stakeholder engagement, topical focus groups, advisory boards, surveys, community forums, and other interpersonal strategies to reach consensus toward collaborative action. Following the development of an outreach and engagement framework that can align guiding principles and goals, the Consultant will prepare a project specific engagement and communications plan. This plan will outline intended public engagement activities, timelines, and specific strategies for reaching target audiences as well as all marketing materials. The Consultant will regularly evaluate the menu of engagement options.

A. Affinity Groups & Individual Interviews

The Consultant’s approach to Affinity Groups and Individual Interviews depends on the scale and complexity of the study and the Cities’ capacity for data gathering and analysis. Reasonable measures are developed closely with the Cities’ staff, who will gather the data and report in collaboration with the communities the programs serve. Consultant’s approach allows the Cities to choose an approach to measurement best suited to their expected outcomes. The Consultant will facilitate 4 – 6 affinity group

EXHIBIT A – Scope of Work – Page 4

Revised 3.2.21

meetings with targeted stakeholder communities, with support of subcontracted Community Based Organizations. Consultant will work with the Cities to identify potential affinity groups.

B. Identifying & Contracting with Community Based Organizations

The Consultant will convene staff from the Cities to align expectations for the engagement and community partnerships. The Consultant will work with the Cities to ensure that the recommendations out of any initiative have meaningful contribution and buy-in from targeted populations, but it will be of ultimate benefit for the Cities to establish the trust, accountability, and transparency needed to develop a leadership pipeline in community for ongoing collaboration.

The Consultant will identify, with the assistance of the Cities, Community Based Organizations who are trusted advocates in the community and recognized as respected leaders. The Consultant will subcontract with Community Based Organizations that are identified by the Consultant and the City. Recruitment strategies should bear in mind current gaps in engagement, community demographics, and language needs. Community Based Organizations will provide meeting space, facilitation, translation, interpretation, outreach, and/or engagement to support the Consultant's community engagement efforts.

Task 3.2 Data Collection

The Consultant will collect, evaluate, and analyze relevant data to determine which housing policies are producing injustice and which groups need the most support to reduce displacement risk. The Consultant will collect data to:

1. Identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments
2. Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:
 - a. Zoning that may have a discriminatory effect;
 - b. Disinvestment; and
 - c. Infrastructure availability.

The Consultant will pair the analysis of readily available datasets with the more active affinity group engagement method.

Task 3.3 Conclusions

Results and findings will be assembled into a report to support the development of anti-displacement housing policies.

Consultant deliverables: Community Engagement Plan, affinity group and stakeholder meeting notes, summary document identifying areas and community groups at risk of displacement and causes of displacement; summary of policies resulting in racially disparate impacts, displacement and exclusion in housing.

TASK 4 – Develop Recommendations (September-November 2024)

Task 4.1 Policy & Regulation Development

Following Consultant's data collection and analysis, the Consultant will synthesize the feedback received from community engagement to develop the final policy and regulation as follows:

1. Debrief with staff about the results of the data collection and housing displacement analysis
 - a. The Consultant will share feedback from community engagement with Cities.
 - b. Initial policy discussions may start to take shape during this phase.
 - c. Additional research may be required to best address community concerns. This could include additional targeted outreach to the community to clarify certain points, or researching similar situations in other cities or contexts.
2. Rebalancing
 - a. The Consultant will assess with the Cities whether other community voices may need to be prioritized when selecting issues and feedback for policy influence.
3. Collective Review
 - a. The Consultant will provide opportunities for stakeholders to review early drafts to provide feedback. The Consultant will report on suggested changes and additional input to the Cities and incorporate changes, as agreed upon by the Cities.

Consultant deliverables: Summary document and/or tables listing potential policy or strategic interventions, and evaluation of options for use by each jurisdiction.

TASK 5 – Final Report & Presentations (November 2024-February 2025)

Task 5.1 Final reports

The Consultant will provide a draft report to staff and a final report that incorporates staff comments. The Consultant will produce a draft and final report with a focus on the challenges that community is facing with the existing system, including current knowledge of the system and recommendations for improvement. The report will identify areas and communities at risk of displacement and racially disparate impacts, including racial, ethnic and religious communities which have been subject to discriminatory housing policies in the past and displacement risk of very low-, low-, and moderate-income households. The report will also summarize community input and key themes that will help the Cities prioritize future investments in zoning, racial equity, and on capital improvements, as well as recommendations for policy changes.

Anti-displacement policies and investments may include, but are not limited to:

- Preservation of historical and cultural communities;
- Investments in low, very low, extremely low, and moderate income housing;
- Equitable development initiatives;
- Inclusionary zoning;
- Community planning requirements;
- Tenant protections;

EXHIBIT A – Scope of Work – Page 6

Revised 3.2.21

- Land disposition policies; and
- Consideration of land that may be used for affordable housing.

Consultant will provide an evaluation of interventions with regard to cost, difficulty, and impact of potential interventions. Policy recommendations or other anti-displacement strategies should include regional impact, as well as specific actions that could be undertaken by each City, based on displacement risk and current policies.

[Remainder of page left intentionally blank.]

Task 5.2 Documentation of The Full Record of All Public Comments and Input

The Consultant will coordinate with City staff to maintain documentation of the full record of all public comments and input received in all outreach efforts as well as documentation community participants and their contact information for future engagement.

Task 5.3 Public Information Materials

The Consultant will create print and digital information materials such as posters, brochures, Power-Point presentations based on City guidance.

Consultant deliverables: Draft and finalize the Housing Displacement Analysis Report; two presentations per City to each Cities’ City Council, Council Committees, or Planning Commission.

Timeline

The timeline may be adjusted to accommodate other Cities’ priorities or needs.

TASK	SCHEDULE
TASK 1 – Kickoff, Coordination and Administration	May – November 2024
TASK 2 – Background Research & Development of Methodology	May – July 2024
TASK 3 – Outreach, Engagement, & Analysis	July - September 2024
TASK 4 – Develop Recommendations	September - October 2024
TASK 5 – Final Report & Presentations	November 2024 – February 2025

Cities’ Responsibilities:

Research Support: Each City will be responsible for the outcomes of the report related to their jurisdiction, each City will provide data to the Consultant (such as policy documents, guidance materials, or Housing Action Plans), and each City will attend regular check-in meetings with the Consultant. Cities will collaborate with Consultant on proposed policy solutions, as needed, and will provide contacts for potential community engagement.

Facilities Support: Reserving meeting space in facilities or in online settings like Zoom (if needed).

TO: General Government Committee
FROM: Troy Niemeyer, Finance Director
DATE: May 8, 2024
SUBJECT: Interlocal Data Share Agreement with the State Auditor's Office

1) Recommended Action:

Place this item on the consent agenda at the May 21, 2024 City Council meeting with a recommendation for approval, authorizing the Mayor to sign the Interlocal Data Share Agreement between the City and the State Auditor's Office.

In addition, authorize the Finance Director to sign future Data Share Agreements and other standard audit documents, such as audit engagement letters, with the State Auditor Office.

2) Background:

The City receives regular audits from the State Auditor's Office (SAO). State law requires SAO to enter into Data Share Agreements with the entities it audits. The agreement outlines how SAO will protect the City's data during an audit.

During routine audits the City is required to sign standard audit documents such as data share agreements and audit engagement letters. Most local governments allow the Finance Director to sign these documents. Our code is written in a way that requires Council approval for these items. Authorizing the Finance Director to sign these documents improves efficiency and helps the state finish our audits faster.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

Do not authorize the Mayor to sign the agreement.

5) Fiscal Notes:

There is no cost for this agreement.

6) Attachments:

A. Interlocal Data Share Agreement for City of Tumwater with the State Auditor's Office.

INTERAGENCY DATA SHARING AGREEMENT

Between

City of Tumwater

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between City of Tumwater hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

Agency

Agency Name: City of Tumwater
Contact Name: Shelly Carter
Title: Assistant Finance Director
Address: 555 Israel Rd SW Tumwater, WA 98512
Phone: (360) 252-5432
E-mail: scarter@cit.tumwater.wa.us

SAO

Agency Name: Washington State Auditor's Office
Contact Name: Lisa Carrell
Title: Program Manager
Address: 3200 Sunset Way SE Olympia, WA 98501
Phone: (564) 999-0882
E-mail: carrell@sao.wa.gov

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO and SAO to share confidential information with the Agency. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141, OCIO standard 141.10) in the handling of information considered confidential.

2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. The Data that is the subject of this DSA is classified as indicated below:

Category 1 – Public Information Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems;

Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3. PERIOD OF AGREEMENT

This agreement shall begin on June 16, 2024, or date of execution, whichever is later, and end on June 31, 2027, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to audit results, financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

7. DATA STORAGE AND HANDLING REQUIREMENTS

Agency and SAO will notify each other if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

8. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09 and 42.40.

9. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09 and 42.40.

10. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

11. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the confidential data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's Confidential data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Agency staff shall not disclose, in whole or in part, the confidential data provided by SAO to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the SAO's data, Agency will notify the SAO

- a. Agency shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by SAO.
- c. The Agency shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

12. DATA DISPOSAL

Upon request by the SAO or Agency, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

13. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the [Agency contact].

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information SAO or Agency reasonably requests.

14. OVERSIGHT

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

15. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agency Contact named on Page 1. However, once data is accessed by the SAO or Agency, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

16. AWARENESS AND TRAINING

SAO and the agency shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of OCIO 141.10 and RCW

42.56.590. SAO will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

18. GOVERNANCE

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

19. SIGNATURES

The signatures below indicate agreement between the parties.

Agency

Office of the Washington State Auditor

Lisa Carrell

2/15/2024

Signature

Date

Signature

Date

Title: _____

Title: Program Manager

TO: General Government Committee
FROM: Troy Niemeyer, Finance Director
DATE: May 8, 2024
SUBJECT: Law Enforcement Records Management System Interlocal Data Share Agreement with the State Auditor's Office

1) Recommended Action:

Place this item on the consent agenda at the May 21, 2024 City Council Meeting with a recommendation for approval, and authorize the Mayor to sign the Interlocal Data Share Agreement with the State Auditor's Office. In addition, authorize the Finance Director to sign routine audit documents such as data share agreements and audit engagement letters.

2) Background:

The City and the Law Enforcement Records Management System (LERMS) receive regular audits from the State Auditor's Office (SAO). State law requires SAO to enter into Data Share Agreements with the entities it audits. The agreement outlines how SAO will protect the LERMS data during an audit.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

- Do not authorize the Mayor to sign the agreement.
-

5) Fiscal Notes:

There is no cost for this agreement.

6) Attachments:

- A. Data Share Agreement for the Law Enforcement Records Management System with the State Auditor's Office.

INTERAGENCY DATA SHARING AGREEMENT

Between

Law Enforcement Record Management System

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between Law Enforcement Record Management System hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

Agency

Agency Name: Law Enforcement Record Management System
 Contact Name: Shelly Carter
 Title: Assistant Finance Director
 Address: 555 Israel Rd SW Tumwater, WA 98501
 Phone: (360) 252-5432
 E-mail: scarter@ci.tumwater.wa.us

SAO

Agency Name: Washington State Auditor's Office
 Contact Name: Lisa Carrell
 Title: Program Manager
 Address: 3200 Sunset Way SE Olympia, WA 98501
 Phone: (564) 999-0882
 E-mail: carrelll@sao.wa.gov

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO and SAO to share confidential information with the Agency. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141, OCIO standard 141.10) in the handling of information considered confidential.

2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. The Data that is the subject of this DSA is classified as indicated below:

Category 1 – Public Information Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems;

Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3. PERIOD OF AGREEMENT

This agreement shall begin on June 1, 2024, or date of execution, whichever is later, and end on May 31, 2027, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to audit results, financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

7. DATA STORAGE AND HANDLING REQUIREMENTS

Agency and SAO will notify each other if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

8. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09 and 42.40.

9. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09 and 42.40.

10. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

11. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the confidential data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's Confidential data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Agency staff shall not disclose, in whole or in part, the confidential data provided by SAO to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the SAO's data, Agency will notify the SAO

- a. Agency shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by SAO.
- c. The Agency shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

12. DATA DISPOSAL

Upon request by the SAO or Agency, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

13. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the [Agency contact].

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information SAO or Agency reasonably requests.

14. OVERSIGHT

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

15. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agency Contact named on Page 1. However, once data is accessed by the SAO or Agency, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

16. AWARENESS AND TRAINING

SAO and the agency shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of OCIO 141.10 and RCW

42.56.590. SAO will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

18. GOVERNANCE

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

19. SIGNATURES

The signatures below indicate agreement between the parties.

Agency

Office of the Washington State Auditor

Lisa Carrell

2/15/2024

Signature

Date

Signature

Date

Title: _____

Title: Program Manager

TO: General Government Committee
FROM: Troy Niemeyer, Finance Director
DATE: May 8, 2024
SUBJECT: Enterprise Resource Planning System Contract Amendment No. 2

1) Recommended Action:

Place the Enterprise Resource Planning (ERP) System Contract Amendment on the consent calendar at the May 21, 2024 City Council meeting, with a recommendation to approve.

In addition, authorize the Finance Director to approve minor contract amendments and change orders, up to ten percent (10%) of the total contract amount.

2) Background:

The City began implementation of a new Enterprise Resource Planning (ERP) system in December 2021. The first two modules (Financials and Productivity) went live on April 3, 2023. The project was on time and under budget, but we were burning people out. The City experienced a lot of turnover during the previous two years, including turnover of the entire Human Resources department in the first half of 2023. The City Council approved the first contract amendment in November 2023 for time only. The implementation team ran into issues with the Human Content Management (HCM) module, which includes HR and Payroll. This resulted in a delay until August 2024, plus additional vendor support cost.

3) Policy Support:

Refine and sustain a great organization; implement the ERP.

4) Alternatives:

Instruct staff to evaluate additional alternatives.

5) Fiscal Notes:

The overall project was under budget when the Financials module went live in April 2023. This amendment increases the contract amount by approximately \$35,000 and extends the timeline of the Human Content Management (HCM) module to August 2024.

6) Attachments:

A. Contract Amendment No. 2



SECOND AMENDMENT

This second amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the City of Tumwater, Washington ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated November 17, 2021 (collectively with all amendments, the "Agreement"); and

WHEREAS, Tyler and the Client are parties to a first amendment dated January 29, 2024 ("First Amendment"); and

WHEREAS, Section (I)10 of the initial Agreement states that Agreement may only be modified by a written amendment signed by an authorized representative of each party.

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused conversions are hereby removed from Exhibit A, Detailed Breakdown of Conversions, the Agreement:
 - a. AC – Actuals up to 3 years, at a contract price of \$500;
 - b. AC – Budgets up to 3 years, at a contract price of \$500;
 - c. AC Standard COA, at a contract price of \$1,000;
 - d. AP – Checks up to 5 years, at a contract price of \$1,100;
 - e. AP – Invoice up to 5 years, at a contract price of \$1,400;
 - f. GB – Bills up to 5 years, at a contract price of \$1,750;
 - g. GB – Recurring Invoices, at a contract price of \$840;
 - h. GB Std CID, at a contract price of \$500;
 - i. PG – Actuals up to 3 years, at a contract price of \$500;
 - j. PG – Budgets up to 3 years, at a contract price of \$500;
 - k. Purchasing – Standard, at a contract price of \$900;
 - l. HR Human Resources – Certifications, at a contract price of \$700;
 - m. HR Human Resources – Education, at a contract price of \$700;
 - n. HR Human Resources – PM Action History up to 5 years, at a contract price of \$700;
 - o. HR Human Resources – Position Control, at a contract price of \$700;
 - p. PR Payroll – Accrual Balances, at a contract price of \$750;
 - q. PR Payroll – Deductions, at a contract price of \$900;
 - r. PR Payroll – Standard, at a contract price of \$1,000; and
 - s. PR Payroll – State Retirement Tables, at a contract price of \$700.

2. Exhibit E (Statement of Work), Section 11.1, is hereby amended as follows:
 - a. Phase 1, Financials

- Start Date – March 1, 2022
 - Go-Live – April 3, 2023
3. The items set forth in the sales quotation(s) attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
- a. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the dates set forth below.

Service Provider:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, Maine 04096
UBI: 75-2303920

CITY:
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Robert Kennedy-Jensen
Group General
Counsel

Mayor
Debbie Sullivan

Date: _____

ATTEST:

Melody Valiant
City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick
City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated: _____

Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____





Exhibit 1

Second Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Sales quotation(s) inserted on the following pages.

2023-402281-Z2Z4S9; 2023-396091-B3H4C9; 2024-453683-S4C6B9; 2024-456338-V7T7R9

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Jason Cloutier
 Quote Expiration: 10/24/23
 Quote Name: City of Tumwater-ERP-Unused Conversions
 Quote Description: IMPL Hours (4.27.23)

Sales Quotation For:

City of Tumwater
 555 Israel Rd SW
 Tumwater WA 98501-6515
 Phone: +1 (360) 754-4130

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	60	\$ 163.00	\$ 0.00	\$ 9,780.00	\$ 0.00
TOTAL				\$ 9,780.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 9,780.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00

2023-402281-ZZZ4S9

CONFIDENTIAL

Page 1



Summary Total	\$ 9,780.00	\$ 0.00
Contract Total	\$ 9,780.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.



- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a

Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



Quoted By: Jason Cloutier
 Quote Expiration: 09/23/23
 Quote Name: City of Tumwater-ERP-Data Conversion to Implementation Hours
 Quote Description: Conversions to Impl Hours

Sales Quotation For:

City of Tumwater
 555 Israel Rd SW
 Tumwater WA 98501-6515
 Phone: +1 (360) 754-4130

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	32	\$ 163.00	\$ 0.00	\$ 5,216.00	\$ 0.00
TOTAL				\$ 5,216.00	\$ 0.00

Summary

Total Tyler License Fees
 Total SaaS
 Total Tyler Services
 Total Third-Party Hardware, Software, Services
 2023-396091-B3H4C9

One Time Fees

\$ 0.00
 \$ 0.00
 \$ 5,216.00
 \$ 0.00
 CONFIDENTIAL

Recurring Fees

\$ 0.00
 \$ 0.00
 \$ 0.00
 \$ 0.00



Summary Total	\$ 5,216.00	\$ 0.00
Contract Total	\$ 5,216.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.



- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a

Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



Quoted By: Jason Cloutier
Quote Expiration: 08/07/24
Quote Name: City of Tumwater-ERP-IMPL Hours

Sales Quotation For:

Shipping Address:

City of Tumwater
555 Israel Rd SW
Tumwater WA 98501-6515

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	64	\$ 163.00	\$ 0.00	\$ 10,432.00	\$ 0.00
TOTAL				\$ 10,432.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 10,432.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 10,432.00	\$ 0.00

2024-453683-S4C6B9

CONFIDENTIAL



Contract Total **\$ 10,432.00**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

2024-453683-S4C6B9

CONFIDENTIAL

Page 2



- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or

more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



Quoted By: Jason Cloutier
Quote Expiration: 08/21/24
Quote Name: City of Tumwater-ERP-IMPL Hours

Sales Quotation For:

Shipping Address:

City of Tumwater
555 Israel Rd SW
Tumwater WA 98501-6515

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Financials Bank Reconciliation Training	32	\$ 163.00	\$ 0.00	\$ 5,216.00	\$ 0.00
Project Management HRM	32	\$ 163.00	\$ 0.00	\$ 5,216.00	\$ 0.00
Project Management Time and Attendance	16	\$ 163.00	\$ 0.00	\$ 2,608.00	\$ 0.00
Remote Implementation	80	\$ 163.00	\$ 0.00	\$ 13,040.00	\$ 0.00
TOTAL				\$ 26,080.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00

2024-456338-V7T7R9

CONFIDENTIAL

Page 1



Total Tyler Services	\$ 26,080.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 26,080.00	\$ 0.00
Contract Total	\$ 26,080.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

2024-456338-V7T7R9

CONFIDENTIAL

Page 2



- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

2024-456338-V7T7R9

CONFIDENTIAL

Page 3

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

TO: General Government Committee
FROM: Troy Niemeyer, Finance Director
DATE: May 8, 2024
SUBJECT: Ordinance No. O2024-003 Establishing a new fund “Public Safety Sales Tax”

1) Recommended Action:

Place this item on the consent calendar at the May 21, 2024, City Council meeting with a recommendation of approval to adopt Ordinance No. O2024-003, establishing a new fund for the new Public Safety Sales Tax.

2) Background:

In November 2023 Thurston County voters passed Proposition 1, a ballot initiative that imposed a 0.2% sales tax on all taxable sales in Thurston County. The funds are restricted by law to be used for public safety purposes. Accounting for the money in a separate fund helps to ensure compliance with state law and transparency to the public for this new revenue stream.

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

4) Alternatives:

Do not approve the new fund. However, that is not a fiscally responsible alternative.

5) Fiscal Notes:

There is no cost to establish this fund.

6) Attachments:

A. Attachment A – Ordinance No. O2024-003.

ORDINANCE NO. O2024-003

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Chapter 3.36 of the Tumwater Municipal Code, adding a new section, 3.36.070, to establish a new Public Safety Sales Tax fund.

WHEREAS, the Thurston County voters passed Proposition 1, Sales and Use Tax for Law Enforcement Protection, Corresponding Prosecution and Public Defense Services, and Election Security, in November 2023, in accordance with RCW 82.14.450, imposing an additional sales and use tax at a rate of two tenths of one percent (0.2%) in Thurston County; and

WHEREAS, pursuant to RCW 82.14.450 sixty percent (60%) of the tax collected must be retained by the County and forty percent (40%) must be shared with Thurston County cities, including the City of Tumwater, on a per capita basis; and

WHEREAS, the tax is restricted by law to be used to support criminal justice purposes as defined by RCW 82.14.340, fire protection services, or a combination thereof; and

WHEREAS, all money received shall not be used to supplant funding for any ongoing programs and/or services; and

WHEREAS, one of the City's strategic goals is to refine and sustain a great organization; and

WHEREAS, the City's strategic objectives are to be fiscally responsible and develop sustainable financial strategies; and

WHEREAS, adding a new fund to separately account for the new revenue will help to ensure compliance and increase transparency.

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

Section 1. A new section 3.36.070, Public Safety Sales Tax Fund, is hereby added to the Tumwater Municipal Code as follows:

3.36.070 Public Safety Sales Tax Fund

- A. There is established a fund to be known as the “Public Safety Sales Tax Fund,” into which shall be deposited all monies received from a portion of sales and use tax collected pursuant to Thurston County Proposition 1, approved by voters November 2023.
- B. The fund is to be used for the expenditures for salaries, wages, contracts, audits, capital projects, and operations required for criminal justice and fire protection services as defined in RCW 82.14.340 and RCW 82.14.450.
- C. The fund shall be administered by the finance director in accordance with applicable laws and regulations.

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

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

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

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

ADOPTED this 21st day of May, 2024.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____