



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, October 21, 2025
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - a. Update from Experience Olympia & Beyond by Emily Brooks, Director of Marketing and Community Engagement & Kelly Campbell, Vice President of Finance & Administration
 - b. Hope and Healing Clinic Presentation by Hana Klimek, Outreach Coordinator and Josette Ross, Indigenous Pact
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council, October 07, 2025
 - [b.](#) Approval of Minutes: City Council Work Session, October 14, 2025
 - [c.](#) Payment of Vouchers (Finance Department)
 - [d.](#) Resolution No. R2025-019, Surplus Property (Finance Department)
 - [e.](#) Award of Bid for the 2nd Avenue Pedestrian & Bicycle Improvements Project (Public Works Committee)
 - [f.](#) Lodging Tax Advisory Committee 2026 Funding Recommendations (Lodging Tax Advisory Committee)
 - [g.](#) Right-of-Way Procedures (Transportation & Engineering Department)
 - [h.](#) Reappointment of Elizabeth Robbins to the Planning Commission (Executive Department)
- 7. Council Considerations:**
 - [a.](#) Ordinance O2025-017 Establishment of the Equity Commission (Council Work Session)
 - [b.](#) Intergovernmental Agreement with Thurston County Medic One for Advanced Life Support Funding (Public Health & Safety Committee)
- 8. Committee Reports**
 - a. Public Health and Safety Committee (Peter Agabi)

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

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Any Other Business

12. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 897 8407 3884 and Passcode 481118.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 897 8407 3884 and Passcode 481118.

Public and Written Comment

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

https://us02web.zoom.us/webinar/register/WN_u40czp8YQdeYqYT1kmz7cw

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

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

Post Meeting

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

Accommodations

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

MEETING MINUTES

TUMWATER CITY COUNCIL

October 7, 2025



CONVENE: 7:00 p.m.

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

Staff: City Administrator Lisa Parks, Assistant City Administrator Kelly Adams, City Attorney Karen Kirpatrick, Police Chief Jay Mason, Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Transportation & Engineering Director Brandon Hicks, Communication Manager Jason Wettstein, Parks & Recreation Director Chuck Denney, Water Resources & Sustainability Director Dan Smith, City Engineer Bill Lindauer, Administrative Assistant Bonnie Hale, Deputy Chief Carlos Quiles, Jr., Communications Engagement Specialist Marnie McGrath and Deputy City Clerk Tracie Core.

Others: Assistant Superintendent Meagan Dawson with Tumwater School District, Walk N Roll Program Supervisor Kerri Wilson with Intercity Transit, President Bill Fishburn and Vice President Kathy Baros Friedt with Hispanic Round Table.

SPECIAL ITEMS:

PROCLAMATION: WALK TO SCHOOL MONTH, OCTOBER 2025

Councilmember Jefferson read a proclamation declaring October 2025, Walk to School Month. This proclamation promotes the safety and health of children in October and throughout the year by supporting pedestrian and bicycle behaviors, helping make our roads safer for those walking and biking by participating in safe driving practices and following the speed limit.

Mayor Sullivan presented the proclamation to Meagan Dawson, Assistant Superintendent of the Tumwater School District and Kerri Wilson, Walk N Roll Program Supervisor with Intercity Transit.

**PROCLAMATION:
FIRE PREVENTION
WEEK, OCTOBER 5 –
OCTOBER 11, 2025**

Councilmember Dahlhoff read a proclamation declaring October 5, 2025 – October 11, 2025, as Fire Prevention week. The year’s theme, “Charge into Fire Safety; Lithium-Ion Batteries in your Home, serves to focus on lithium-ion batteries to better educate the public about how to buy, charge and dispose of them safely. Residents and businesses are urged to heed the messages and to support the efforts of the Tumwater Fire Department and other emergency services to keep us safe from fires and in times of medical emergencies.

Mayor Sullivan presented the proclamation to Chief Hurley.

**PROCLAMATION:
NATIONAL HISPANIC
HERITAGE MONTH,
SEPTEMBER 15 -
OCTOBER 15, 2025**

Councilmember Von Holtz read a proclamation declaring September 15, 2025 – October 15, 2025, National Hispanic Heritage Month. National Hispanic Heritage Month began in 1968 when Congress passed Public Law 90-498 authorizing and requesting the President to issue an annual proclamation of National Hispanic Heritage during mid-September and is a time to honor the many ways Hispanics, Latinos and Latinx contribute to Tumwater, celebrate diverse cultures and work toward stronger, more inclusive, and prosperous community for all.

Mayor Sullivan presented the proclamation to Bill Fishburn, President and Katy Baros, Vice President, and other members of the Hispanic Round Table.

PUBLIC COMMENT:

Public comment was given by residents MacMichael, Holthaus, Reynold and Robinson.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council, September 16, 2025
- b. Approval of Minutes: City Council Strategic Planning Retreat, September 20, 2025
- c. Approval of Minutes: City Council Work Session, September 23, 2025
- d. Payment of Vouchers
- e. Resolution No. R2025-017, Surplus Property
- f. Service Provider Agreement with SCJ Alliance for the Deschutes Valley Trail

- g. SaaS Cloud Contract Amendment with Tyler Technologies
- h. Reappointment of Marnie Slakey to the Historic Preservation Commission
- i. Advisory Board Appointment of Charles Edmonson to the Tree Board

MOTION: **Councilmember Dahlhoff moved, seconded by Councilmember Agabi, to approve the Consent Calendar as published. A voice vote approved the motion unanimously.**

**COUNCIL
CONSIDERATIONS:**

**SERVICE PROVIDER
AGREEMENT WITH
TCF ARCHITECTURE,
PLLC, FOR CITY
OPERATIONS AND
MAINTENANCE
FACILITY DESIGN
AMENDMENT NO. 1**

Manager VerHey gave a presentation on the Service Provider Agreement with TCF Architecture, PLLC, for the City Operations and Maintenance Facility Design Amendment No. 1 providing the following updates:

- Design completion is expected by the end of 2026
- Advantages of increasing Administration building size
- Amendment No. 1 Scope of Work
- The service provider agreement amendment increased by \$1,247.727 to a total of \$3,697,727

Councilmembers asked clarifying questions and shared community members concerns regarding the projects size and location to residential housing.

MOTION: **Councilmember Swarthout moved, seconded by Councilmember Jefferson, to approve Service Provider Agreement with TCF Architecture, PLLC, for the City Operations and Maintenance Facility Design Amendment No. 1 as published. A voice vote approved the motion unanimously.**

**COMMITTEE
REPORTS:**

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

The committee will be meeting on October 14, 2025, and they will be discussing following items:

- Thurston County Dashboard Presentation
- Advanced Life Support Agreement
- Body Worn Camera Project Update

**GENERAL
GOVERNMENT:**
Michael Althaus

The committee will be meeting on October 8, 2025, and they will be discussing the following item:

- 2025 Comprehensive Plan Periodic Update – User Guide

PUBLIC WORKS:
Eileen Swarthout

The committee will be meeting on October 9, 2025, and they will be discussing the following item:

- Capital Facilities Plan - Water, Sanitary Sewer, and Storm Drain

BUDGET & FINANCE:
Debbie Sullivan

The committee met on September 26, 2025. They discussed the Tyler Technologies agreement along with the year-to-date Budget and Finance Report. The committee will meet again October 24, 2025.

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

Administrator Parks shared that our Tumwater Mobile Outreach team started operations October 1, 2025. It provides 24-hour crisis response within the City of Tumwater. Administrator Parks also shared the City of Tumwater has been designated a Tier Two Evergreen City in recognition of our commitment to local urban and community forests. The City had to meet specific criteria to achieve the status.

Mayor Sullivan shared that she attended many meetings and events some of which included the Chehalis Tribe Wellness Event, Association of Washington Mayor's forum and two City sponsored events Falls Fest and Clean up / Drop off.

**COUNCILMEMBER
REPORTS:**

Councilmembers Agabi, Althaus, Cathey, Dahlhoff, Jefferson, Swarthout and Von Holtz gave reports.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:52 p.m.

Prepared by Tracie Core, Deputy City Clerk

MEETING MINUTES

TUMWATER CITY COUNCIL WORK SESSION

October 14, 2025



CONVENE: 6:00 p.m.

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

Excused: Councilmember Kelly Von Holtz

Staff: City Administrator Lisa Parks, Assistant City Administrator Kelly Adams, City Attorney Karen Kirpatrick, Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Communications Director Jason Wettstein, Parks & Recreation Director Chuck Denney, Water Resources & Sustainability Director Dan Smith, Associate Planner Dana Bowers and Deputy City Clerk Tracie Core.

R2025-015, FOOD SYSTEM PLAN: Planner Bowers presented an overview of Resolution R2025-015, Food System Plan which addresses food insecurity at the local level by focusing on how to provide healthy food for all members of the community, reduce food waste and support local food production and processing.

Councilmembers asked clarifying questions and made suggestions on how to better meet the needs of the community by creating new partnerships to help reduce food waste.

Resolution R2025-015 was recommended to be placed on the November 3, 2025, City Council considerations calendar.

O2025-017 TO ESTABLISH EQUITY COMMISSION: Assistant Administrator Adams gave a presentation on Ordinance O2025-017 to Establish an Equity Commission. The purpose of this commission is to:

- Identify and promote activities related to city services that foster a more welcoming community;
- Enhance participation from underrepresented community members;
- Address existing gaps and barriers that may prevent full engagement in the city governance and public policy;
- Provide recommendations to the City Council to improve local government practices and policies.

Councilmembers shared positive feedback on moving forward with the ordinance. It was recommended that Ordinance O2025-017 be placed on the October 21, 2025, City Council considerations calendar.

**STRATEGIC PLAN
DISCUSSION –
REVIEW DRAFT:**

Administrator Parks presented an updated draft of the Tumwater Strategic Plan 2026-2032 and invited feedback, noting that revisions are ongoing.

Councilmembers requested additional time to review and provide input before the plan is scheduled for Council considerations. The draft will be revisited at the Council Work Session on October 28, 2025.

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

Administrator Parks shared that the City continues to promote the new Emergency Response Mobile Team, as well as the George Bush features on our website and in our newsletter Tumwater on Tap. Administrator Parks commended the Fire, Communications and Administrative Services Departments on their excellent collaboration on recruitment events for firefighters and emergency management services. In addition, she reported that the Deschutes Valley property purchased from LOTT officially closed and the City is now the owner.

Mayor Sullivan shared that the senior picnic was a great success. The event had an excellent turnout and everyone seemed to really enjoy it.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:24 p.m.

Prepared by Tracie Core, Deputy City Clerk

TO: City Council
 FROM: Doug Sampson, Accounting Technician
 DATE: October 21, 2025
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- October 03, 2025, payment of Eden vouchers 174731 to 174735 in the amount of \$979.52; payment of Enterprise vouchers 187998 to 188074 in the amount of \$496,180.41 and electronic payments 906226 to 906253 in the amount of \$110,194.66
 - October 10, 2025, payment of Enterprise vouchers 188075 to 188151 in the amount of \$715,569.96 and electronic payments 906254 to 906303 in the amount of \$427,131.55
 Wire payments in the amount of \$286,187.73
 No Eden vouchers this week
-

2) Background:

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

Vendor		
Acushnet Co	19,223.36	960 Dozen Trufeel Bundle golf bals
Deere & Company	149,034.05	New Slope Mower & Accessories for Streets
James Connolly Consulting	24,107.67	New Steel Green, Foam Marker & Pump
Western Equipment Dist	57,455.69	Toro Pro Core 1298 fairway aerifier
Dell Marketing LP	26,859.68	Monitor for JW, Replacement Desktops
HDR Engineering Inc	22,795.19	6.29 thru 8.23.2025 Professional services – Tumwater Blvd NB I-5
City of Olympia	26,811.16	Vehicle Maint August 2025
ICF Jones & Stokes, Inc	28,696.05	Bush Prairie HCP Sept 2025
Mullinax Ford of Olympia	54,311.47	2025 Ford Interceptor – Police
Bobbie & Amanda's Cleaning SVC	36,106.10	September Janitorial services & supplies
Clary Longview, LLC	55,139.83	2025 Ford F150 Lightning – WRS OPS

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

3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.

- Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.
-

4) Alternatives:

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

5) Fiscal Notes:

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

6) Attachments:

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

EXHIBIT "A"

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

Enterprise ERP

Voucher/Check Nos 187998 through 188074 in the amount of \$ 496,180.41

Electronic payment Nos 906226 through 906253 in the amount of \$ 110,194.66

Wire payments in the amount of \$ 0

Eden

Voucher/Check Nos 174731 through 174735 in the amount of \$ 979.52

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 10/03/2025

EXHIBIT "B"

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

Enterprise ERP

Voucher/Check Nos 188075 through 188151 in the amount of \$715,569.96

Electronic payment Nos 906254 through 906303 in the amount of \$427,131.55

Wire payments in the amount of \$286,187.73

Eden

Voucher/Check Nos 174736 through 174 in the amount of \$

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 10/10/2025

TO: City Council
FROM: Joann Fletcher, Accountant
DATE: October 21, 2025
SUBJECT: Resolution No. R2025-019, Surplus Property

1) Recommended Action:

Adopt Resolution R2025-019 Declaring Property as Surplus.

2) Background:

The surplus items include 3 Golf Maintenance equipment.

All items have been taken out of service or will be taken out of service and replaced according to their useful lives, or have become obsolete.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

- ☐ Adopt the Resolution.
 - ☐ Don't adopt the Resolution
-

5) Fiscal Notes:

No significant impact. Most items are owned by the Equipment Rental Fund and are sold, disposed, or auctioned off where appropriate. Replacement cost for ER&R items is included in the internal rental rates. The replacement of all other items is budgeted by each department if necessary.

6) Attachments:

A. Resolution R2025-019 Declaring Property as Surplus with attached Exhibit A List of the items to be surplusd

RESOLUTION NO. R2025-019

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

WHEREAS, the Asset Manager has determined that the items on the attached Exhibit A, currently owned by the City of Tumwater by purchase, property seizure, or unclaimed property are not needed by the City for current operations; and

WHEREAS, it is the City's policy to dispose of surplus property in accordance with RCW 35A.11.010, RCW63.32.010, and other applicable Washington State laws, rules and regulations.

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

Section 1. Surplus Declaration. The property itemized on the attached Exhibit A is hereby declared surplus to the needs of the City of Tumwater, and it shall be auctioned, sold, traded, donated, or otherwise disposed of in accordance with the provisions of Washington State laws, rules and regulations.

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

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

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

RESOLVED this 21st day of October 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTESTS:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

MEMO

Date: October 21, 2025

To: Troy Niemeyer, Finance Director

From: Joann Fletcher, Accountant

Subject: Surplus of Equipment – Asset Management Fund



The following items have exceeded their useful lives, or are unclaimed items or evidence and are ready for donation,

Asset #	Description	VIN# / Serial #	Current Location / Condition
4800059	2003 John Deere Aercore 800 Aerifier	TC800AC045215	Golf Maintenance Yard
4800059	2003 John Deere Aercore 800 Aerifier	TC800AC045216	Golf Maintenance Yard
4800059	1997 Land Pride Turf Reel Frinder, Mod. 3200	L147767	Golf Maintenance Yard

TO: City Council
 FROM: Ryan Blaser, Engineer III
 DATE: October 21, 2025
 SUBJECT: Award of Bid for the 2nd Avenue Pedestrian & Bicycle Improvements Project

1) Recommended Action:

1) Authorize the Mayor to sign the Public Works Contract with Active Construction, Inc. in the amount of \$3,545,545.00 for construction services for the 2nd Avenue Pedestrian & Bicycle Improvements project, (2) authorize road closures and detours as required for the duration of the project; and (3) authorize night work adjacent to residentially zoned properties when necessary to reduce impacts to the public and avoid impact to critical public services.

The above-requested actions were recommended for approval by the Public Works Committee at the August 21, 2025 Public Works Committee Meeting.

2) Background:

The intersection at Linwood Avenue SW and 2nd Avenue SW is a complex intersection with angled approaches and right-turn slip lanes from Linwood Avenue SW to 2nd Avenue SW. The intersection is stop-controlled with multi-lane approaches, which leads to driver confusion. This project will construct a non-circular roundabout at this location to increase pedestrian and bicycle safety and improve traffic flow.

In addition to a roundabout, this project will construct pedestrian and bicycle improvements along 2nd Avenue SW from Linwood Avenue SW to B Street. Improvements to 2nd Avenue SW will include upgrades to existing ADA sidewalk ramps, select sidewalk replacement, traffic curb bulb-outs, stormwater improvements, roadway resurfacing, and restriping.

Due to the complexity of constructing this unique roundabout at a smaller intersection, staff is requesting that this project be approved for a full road closure at the intersection of 2nd Avenue and Linwood Avenue, with traffic detours to reroute traffic around the closure. This closure will significantly speed up construction of the roundabout and ultimately reduce the overall impact to the public by reducing overall project duration.

Per Tumwater Municipal Code 12.16.100, staff have met with the Police Department and the Fire Department to review a road closure at this intersection and potential detour plans. The Police and Fire Departments are in support of the road closure on the condition that emergency service vehicles (police, fire, and medical) have a 24/7 access path through the closure to ensure emergency connectivity between 2nd Avenue and Capitol Boulevard. This requirement will be outlined in the project plans and specifications.

Staff have also met with Intercity Transit and Tumwater School District to review a road closure at this intersection and both groups are in support of the closure and are making preparations to accommodate their bus schedules if the closure is approved.

Bids for the project were opened on October 2nd, 2025. Twelve bids were received ranging from \$3,545,545.00 to \$5,445,185.00. The Engineer's estimate for the construction contract was \$3,996,890.00. The lowest bidder, Active Construction, Inc., is below the Engineer's

estimate.

3) Policy Support:

Strategic Priorities and Goals 2025-2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Provide a safe, efficient, and cost-effective transportation system.

4) Alternatives:

- ☐ Reject all bids and cancel the project.
- ☐ Reject all bids and re-advertise the project.

5) Fiscal Notes:

Total project is estimated at \$4.2MM, split between the WSDOT Safe Routes to School Program (\$2.1MM), Transportation Benefit District (\$0.8MM), private development funding through impact fees (\$0.8MM), and the Transportation CFP ending fund balance (\$0.5MM).

The SRTS is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov. The SRTS program is also supported by the multimodal transportation account-state appropriation and the motor vehicle account – federal appropriation, which is part of the Infrastructure Investment and Jobs Act.

6) Attachments:

- A. Official Bid Tabulation
- B. Project Overview
- C. Road Closure and Detour Plan

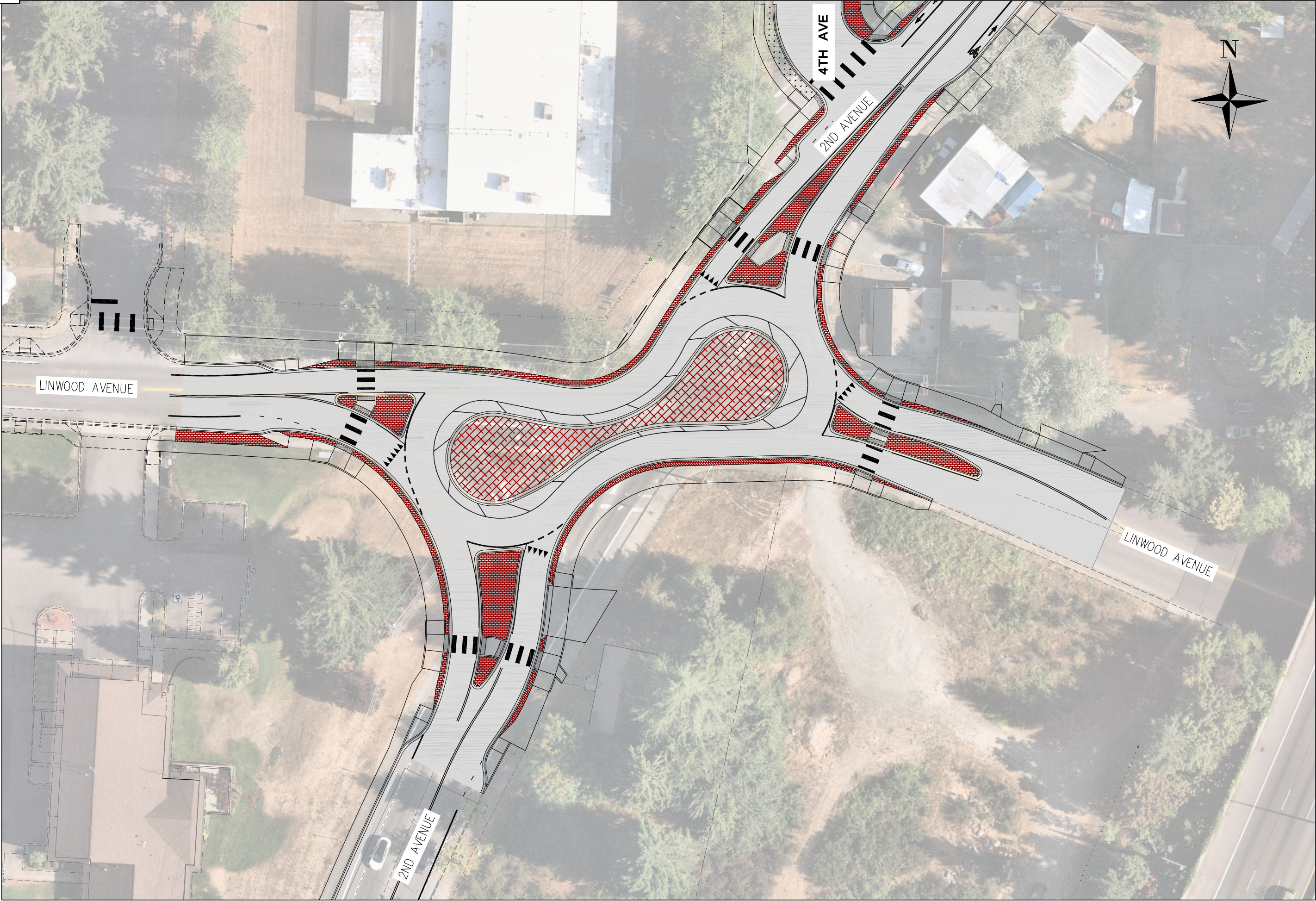
Item 6e.

BID TABULATION SHEET
2nd Avenue Ped & Bike Improvements
3042302

OFFICIAL BID TABULATION

Bid Opening 10/2/2025

			Engineer's Estimate		BID #1 Active Construction Inc.		BID #2 R.L. Alia		BID #3 P&A Civil, LLC		BID #4 Reed Trucking and Excavating, Inc.		BID #5 Pivetta Brothers Construction, Inc.		BID #6 Cecanti, Inc.		BID #7 Miles Resources, LLC		BID #8 Tucci & Sons, LLC		BID #9 Northwest Cascade, Inc.		BID #10 Sound Pacific		BID #11 Granite Construction Company		BID #12 Rogelli's, Inc.		
ITEM	Schedule A - Sewer	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Minor Change	100,000	CALC	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00
2	Construction Surveying, Staking, and Record Drawings	1	L.S.	\$ 45,000.00	\$ 45,000.00	\$ 31,000.00	\$ 31,000.00	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 38,000.00	\$ 38,000.00	\$ 36,585.00	\$ 36,585.00	\$ 52,882.00	\$ 52,882.00	\$ 37,500.00	\$ 37,500.00	\$ 39,000.00	\$ 39,000.00	\$ 38,000.00	\$ 38,000.00	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00
3	SPCC Plan	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 230.00	\$ 230.00	\$ 525.00	\$ 525.00	\$ 250.00	\$ 250.00	\$ 480.00	\$ 480.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
4	Apprenticeship Incentive	2,000	CALC	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00
5	Apprenticeship Penalty	2,000	CALC	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00
6	Type B Progress Schedule	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 920.00	\$ 920.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 480.00	\$ 480.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7	Mobilization	1	L.S.	\$ 260,825.00	\$ 260,825.00	\$ 187,002.50	\$ 187,002.50	\$ 150,000.00	\$ 150,000.00	\$ 390,000.00	\$ 390,000.00	\$ 200,000.00	\$ 200,000.00	\$ 233,300.00	\$ 233,300.00	\$ 161,554.00	\$ 161,554.00	\$ 195,000.00	\$ 195,000.00	\$ 456,475.00	\$ 456,475.00	\$ 420,827.00	\$ 420,827.00	\$ 380,000.00	\$ 380,000.00	\$ 460,000.00	\$ 460,000.00	\$ 300,000.00	\$ 300,000.00
8	Fuel Cost Adjustment	10,000	CALC	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
9	Project Temporary Traffic Control	1	L.S.	\$ 120,000.00	\$ 120,000.00	\$ 95,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00	\$ 160,000.00	\$ 160,000.00	\$ 140,000.00	\$ 140,000.00	\$ 212,100.00	\$ 212,100.00	\$ 214,700.00	\$ 214,700.00	\$ 109,000.00	\$ 109,000.00	\$ 200,000.00	\$ 200,000.00	\$ 190,755.00	\$ 190,755.00	\$ 380,000.00	\$ 380,000.00	\$ 260,000.00	\$ 260,000.00	\$ 225,000.00	\$ 225,000.00
10	Traffic Control Supervisor	1	L.S.	\$ 85,000.00	\$ 85,000.00	\$ 80,000.00	\$ 80,000.00	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00	\$ 55,000.00	\$ 75,000.00	\$ 75,000.00	\$ 52,290.00	\$ 52,290.00	\$ 81,818.00	\$ 81,818.00	\$ 135,000.00	\$ 135,000.00	\$ 160,000.00	\$ 160,000.00	\$ 111,900.00	\$ 111,900.00	\$ 100,000.00	\$ 100,000.00	\$ 165,000.00	\$ 165,000.00	\$ 100,000.00	\$ 100,000.00
11	Portable Changeable Message Sign	17,000	HR.	\$ 2.50	\$ 42,500.00	\$ 2.15	\$ 36,550.00	\$ 2.25	\$ 38,250.00	\$ 5.00	\$ 85,000.00	\$ 2.50	\$ 42,500.00	\$ 2.65	\$ 45,050.00	\$ 2.25	\$ 38,250.00	\$ 3.25	\$ 55,250.00	\$ 3.00	\$ 51,000.00	\$ 4.00	\$ 68,000.00	\$ 3.50	\$ 59,500.00	\$ 3.00	\$ 51,000.00	\$ 3.00	\$ 51,000.00
12	Clearing and Grubbing	1	L.S.	\$ 11,500.00	\$ 11,500.00	\$ 5,050.00	\$ 5,050.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 64,050.00	\$ 64,050.00	\$ 12,400.00	\$ 12,400.00	\$ 4,775.00	\$ 4,775.00	\$ 28,000.00	\$ 28,000.00	\$ 8,300.00	\$ 8,300.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 80,000.00	\$ 80,000.00
13	Removal of Structures and Obstructions	1	L.S.	\$ 21,650.00	\$ 21,650.00	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 14,287.50	\$ 14,287.50	\$ 56,125.00	\$ 56,125.00	\$ 48,300.00	\$ 48,300.00	\$ 100,500.00	\$ 100,500.00	\$ 31,000.00	\$ 31,000.00	\$ 37,380.00	\$ 37,380.00	\$ 40,000.00	\$ 40,000.00	\$ 135,000.00	\$ 135,000.00	\$ 30,000.00	\$ 30,000.00
14	Roadway Excavation Incl. Haul	8,985	C.Y.	\$ 27.00	\$ 242,595.00	\$ 30.00	\$ 269,550.00	\$ 33.00	\$ 296,550.00	\$ 22.00	\$ 197,670.00	\$ 35.00	\$ 314,475.00	\$ 53.85	\$ 483,842.25	\$ 41.00	\$ 368,385.00	\$ 38.00	\$ 341,430.00	\$ 45.00	\$ 404,325.00	\$ 24.00	\$ 215,640.00	\$ 45.00	\$ 404,325.00	\$ 35.00	\$ 314,475.00	\$ 50.00	\$ 449,250.00
15	Gravel Borrow Incl. Haul	224	TON	\$ 30.00	\$ 6,720.00	\$ 34.00	\$ 7,616.00	\$ 34.00	\$ 7,616.00	\$ 25.00	\$ 5,600.00	\$ 30.00	\$ 6,720.00	\$ 47.50	\$ 10,640.00	\$ 36.00	\$ 8,064.00	\$ 85.00	\$ 19,040.00	\$ 35.00	\$ 7,840.00	\$ 29.00	\$ 6,496.00	\$ 35.00	\$ 7,840.00	\$ 35.00	\$ 7,840.00	\$ 60.00	\$ 13,440.00
16	Basecourse	30	EACH	\$ 500.00	\$ 15,000.00	\$ 500.00	\$ 15,000.00	\$ 1,000.00	\$ 30,000.00	\$ 91.00	\$ 91,455.00	\$ 100.00	\$ 100,000.00	\$ 108.20	\$ 108,741.00	\$ 94.00	\$ 94,470.00	\$ 116.00	\$ 116,580.00	\$ 140.00	\$ 140,700.00	\$ 132.00	\$ 132,600.00	\$ 105.00	\$ 105,325.00	\$ 110.00	\$ 110,550.00	\$ 150.00	\$ 150,750.00
17	Shoring or Extra Excavation Class B	2,280	S.F.	\$ 1.00	\$ 2,280.00	\$ 0.80	\$ 1,808.00	\$ 2.00	\$ 4,520.00	\$ 2.00	\$ 4,520.00	\$ 0.50	\$ 1,130.00	\$ 0.15	\$ 339.00	\$ 0.25	\$ 570.00	\$ 0.25	\$ 570.00	\$ 0.25	\$ 570.00	\$ 0.25	\$ 570.00	\$ 0.25	\$ 570.00	\$ 0.25	\$ 570.00	\$ 0.25	\$ 570.00
18	Shoring or Extra Excavation Class B Site 1	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 15,400.00	\$ 15,400.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 13,200.00	\$ 13,200.00	\$ 4,350.00	\$ 4,350.00	\$ 8,500.00	\$ 8,500.00	\$ 1,085.00	\$ 1,085.00	\$ 12,000.00	\$ 12,000.00	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00	\$ 150,000.00
19	Structure Excavation Class B Incl. Haul	1,615	C.Y.	\$ 54.00	\$ 87,210.00	\$ 7.50	\$ 12,112.50	\$ 21.00	\$ 33,915.00	\$ 22.00	\$ 35,520.00	\$ 40.00	\$ 64,600.00	\$ 6.00	\$ 9,600.00	\$ 36.00	\$ 58,140.00	\$ 25.00	\$ 40,375.00	\$ 23.00	\$ 37,145.00	\$ 39.00	\$ 62,985.00	\$ 45.00	\$ 72,675.00	\$ 15.00	\$ 24,225.00	\$ 20.00	\$ 32,300.00
20	Construction Geotextile for Separation	1,790	S.Y.	\$ 3.50	\$ 6,265.00	\$ 5.25	\$ 9,397.50	\$ 2.25	\$ 4,027.50	\$ 3.00	\$ 5,370.00	\$ 3.75	\$ 6,712.50	\$ 2.50	\$ 4,475.00	\$ 2.80	\$ 5,012.00	\$ 2.25	\$ 5,012.00	\$ 2.25	\$ 5,012.00	\$ 6.00	\$ 10,740.00	\$ 3.00	\$ 5,370.00	\$ 2.50	\$ 4,475.00	\$ 3.00	\$ 5,370.00
21	Crushed Surfacing Base Course	4,185	TON	\$ 45.00	\$ 188,325.00	\$ 29.00	\$ 121,365.00	\$ 32.00	\$ 142,290.00	\$ 43.00	\$ 179,955.00	\$ 49.10	\$ 205,483.50	\$ 38.00	\$ 159,030.00	\$ 44.00	\$ 184,140.00	\$ 40.00	\$ 167,400.00	\$ 35.00	\$ 146,475.00	\$ 45.00	\$ 188,325.00	\$ 50.00	\$ 209,250.00	\$ 50.00	\$ 209,250.00	\$ 50.00	\$ 209,250.00
22	HMA Class 1/2 In. PG 58V22	4,725	TON	\$ 135.00	\$ 637,875.00	\$ 139.50	\$ 659,137.50	\$ 125.00	\$ 590,625.00	\$ 126.00	\$ 595,350.00	\$ 128.00	\$ 604,800.00	\$ 123.70	\$ 584,482.50	\$ 131.00	\$ 618,975.00	\$ 112.00	\$ 529,200.00	\$ 110.00	\$ 519,750.00	\$ 139.00	\$ 656,775.00	\$ 130.00	\$ 614,250.00	\$ 140.00	\$ 661,500.00	\$ 140.00	\$ 661,500.00
23	Placing Bituminous Pavement	10,800	S.Y.	\$ 5.00	\$ 54,000.00	\$ 3.40	\$ 36,720.00	\$ 6.00	\$ 64,800.00	\$ 5.00	\$ 54,0																		



DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
APPROVED BY:	
SCALE:	H V

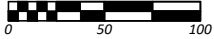
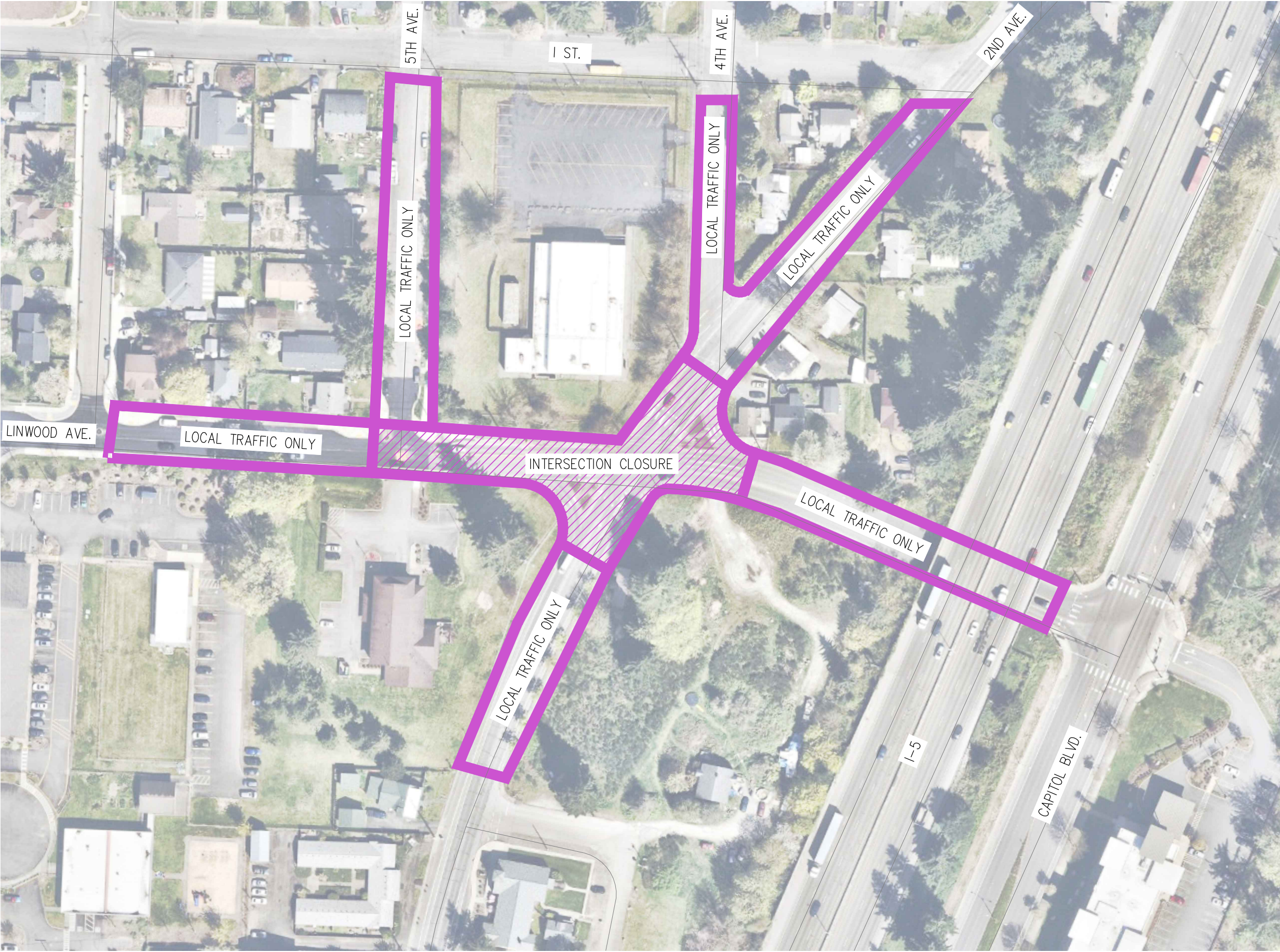
CITY OF TUMWATER TRANSPORTATION AND ENGINEERING DEPARTMENT 555 ISRAEL ROAD SW, TUMWATER, WA 98501 Phone: (360) 754-4140	DATE:

PROJECT 2ND AVENUE PEDESTRIAN & BICYCLE IMPROVEMENTS	JOB : DATE:
PROJECT OVERVIEW	INDEX: SHEET: 1 OF 2

MATCH LINE SEE SHEET 1
FOR ROUNDABOUT



PROJECT		REVISIONS:	DATE:	CITY OF TUMWATER TRANSPORTATION AND ENGINEERING DEPARTMENT 555 ISRAEL ROAD SW, TUMWATER, WA 98501 Phone: (360) 754-4140	DESIGNED BY: DRAWN BY: CHECKED BY: APPROVED BY: SCALE: H V
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PROJECT OVERVIEW					
JOB :					
DATE:					
INDEX:					
SHEET: 2 OF 2					



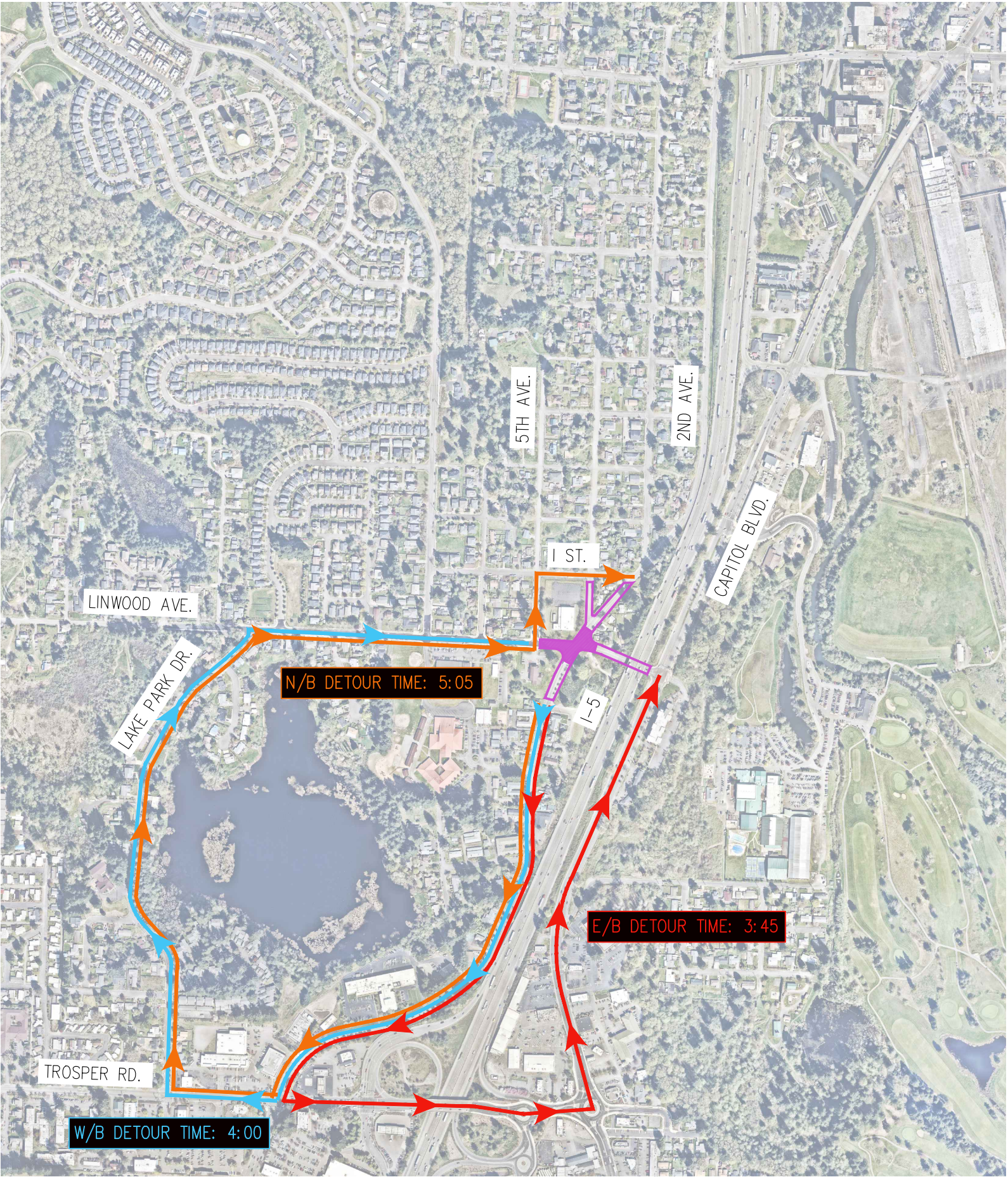
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CITY OF TUMWATER
TRANSPORTATION AND
ENGINEERING DEPARTMENT
555 ISRAEL ROAD SW, TUMWATER, WA 98501
Phone: (360) 754-4140

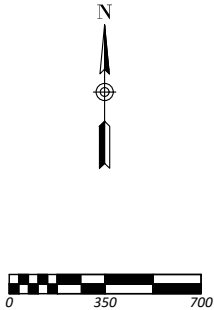
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PROJECT
2ND AVENUE
BICYCLE & PEDESTRIAN IMPROVEMENTS
DETOUR EXHIBIT
WORK AREA

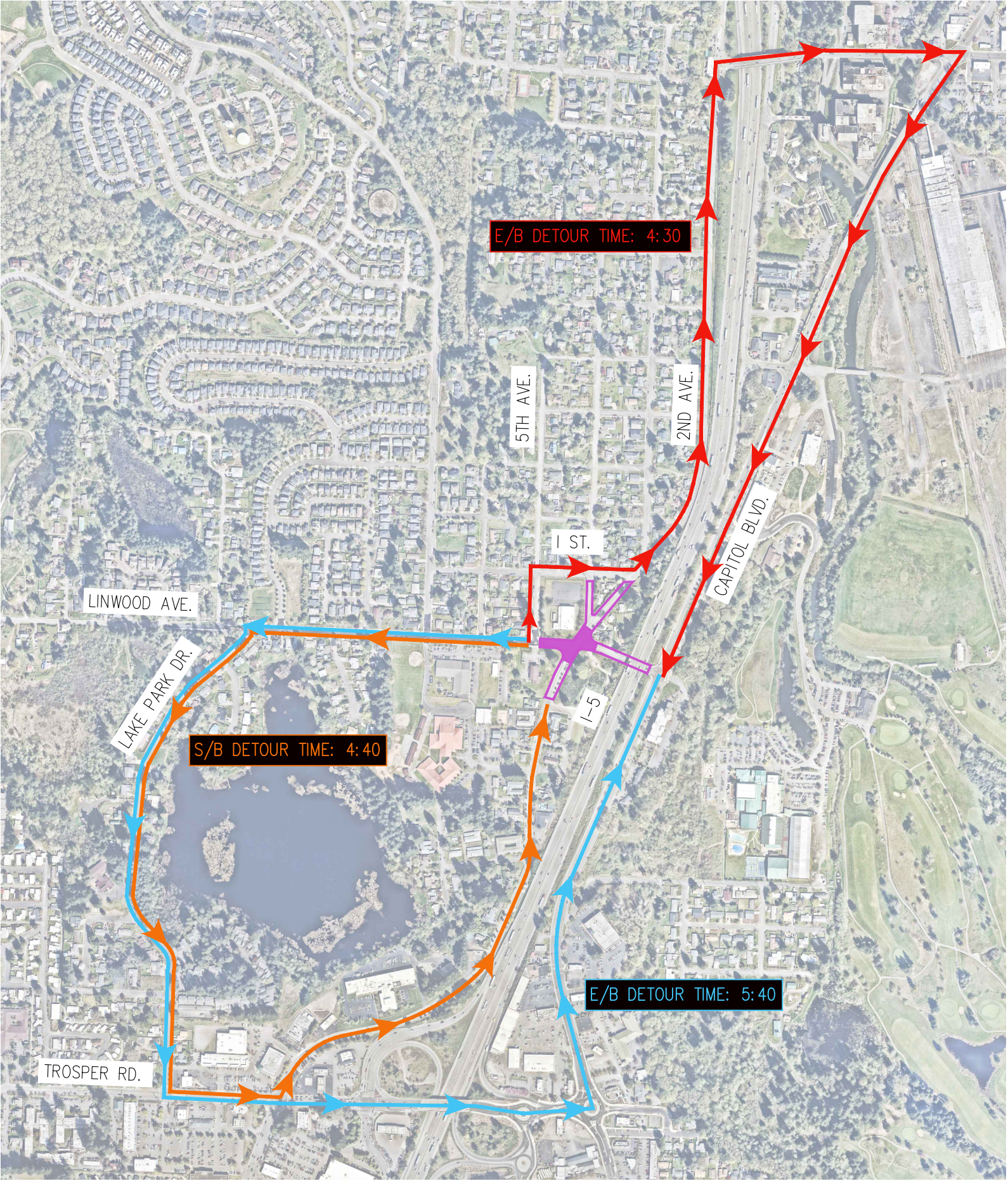
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DATE: 5/19/2025
INDEX: _____
SHEET: 1 OF 4



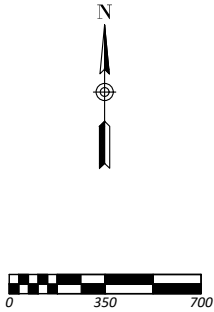
SOUTH LEG DETOUR



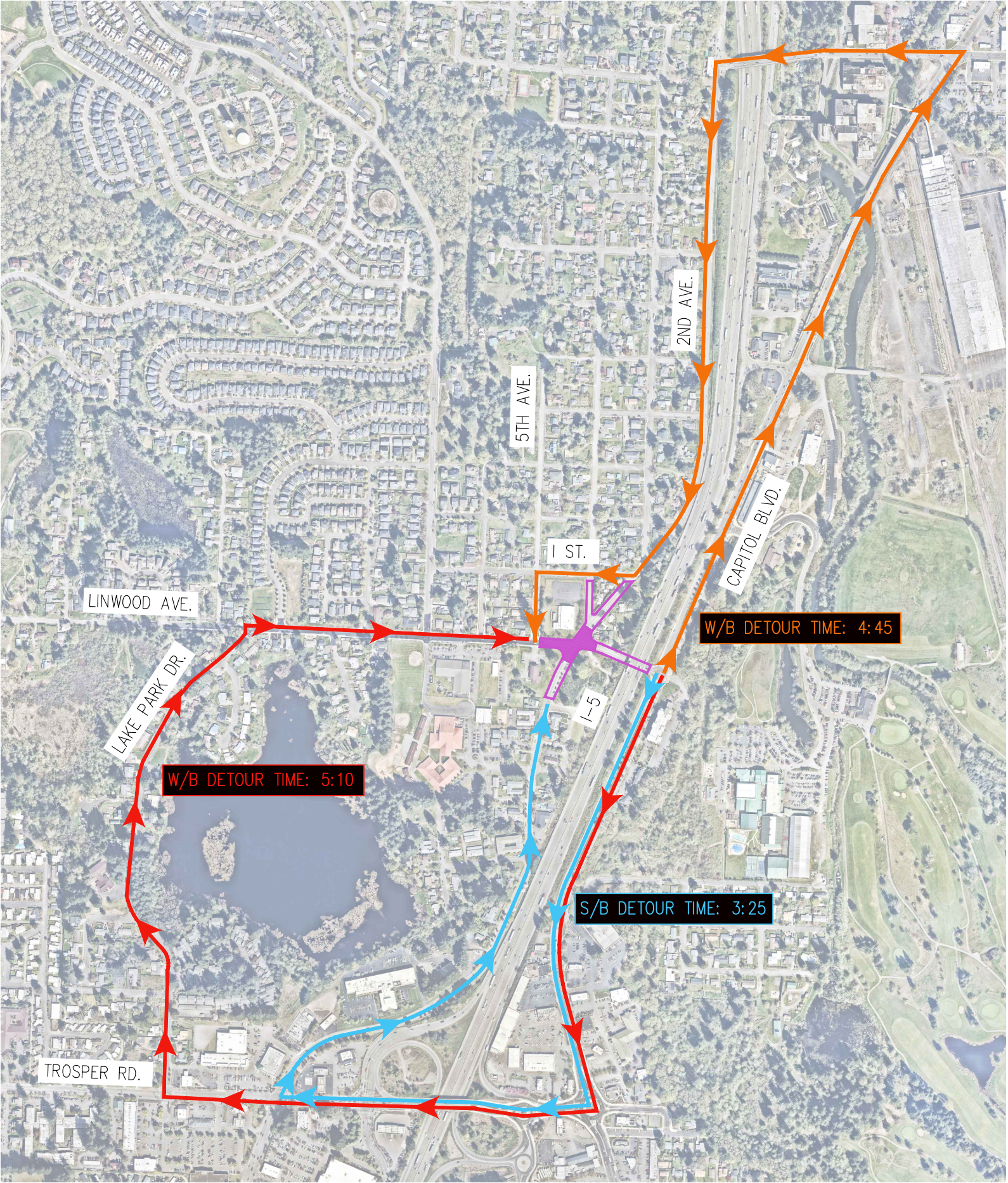
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	BICYCLE & PEDESTRIAN IMPROVEMENTS	
JOB :	DATE: 5/19/2025	
	INDEX: SHEET: 2 OF 4	
REVISIONS:		DESIGNED BY: _____
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TRANSPORTATION AND		APPROVED BY: _____
ENGINEERING DEPARTMENT		SCALE: H V
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Phone: (360) 754-4140		



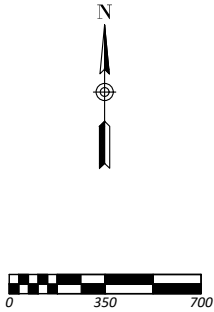
WEST LEG DETOUR



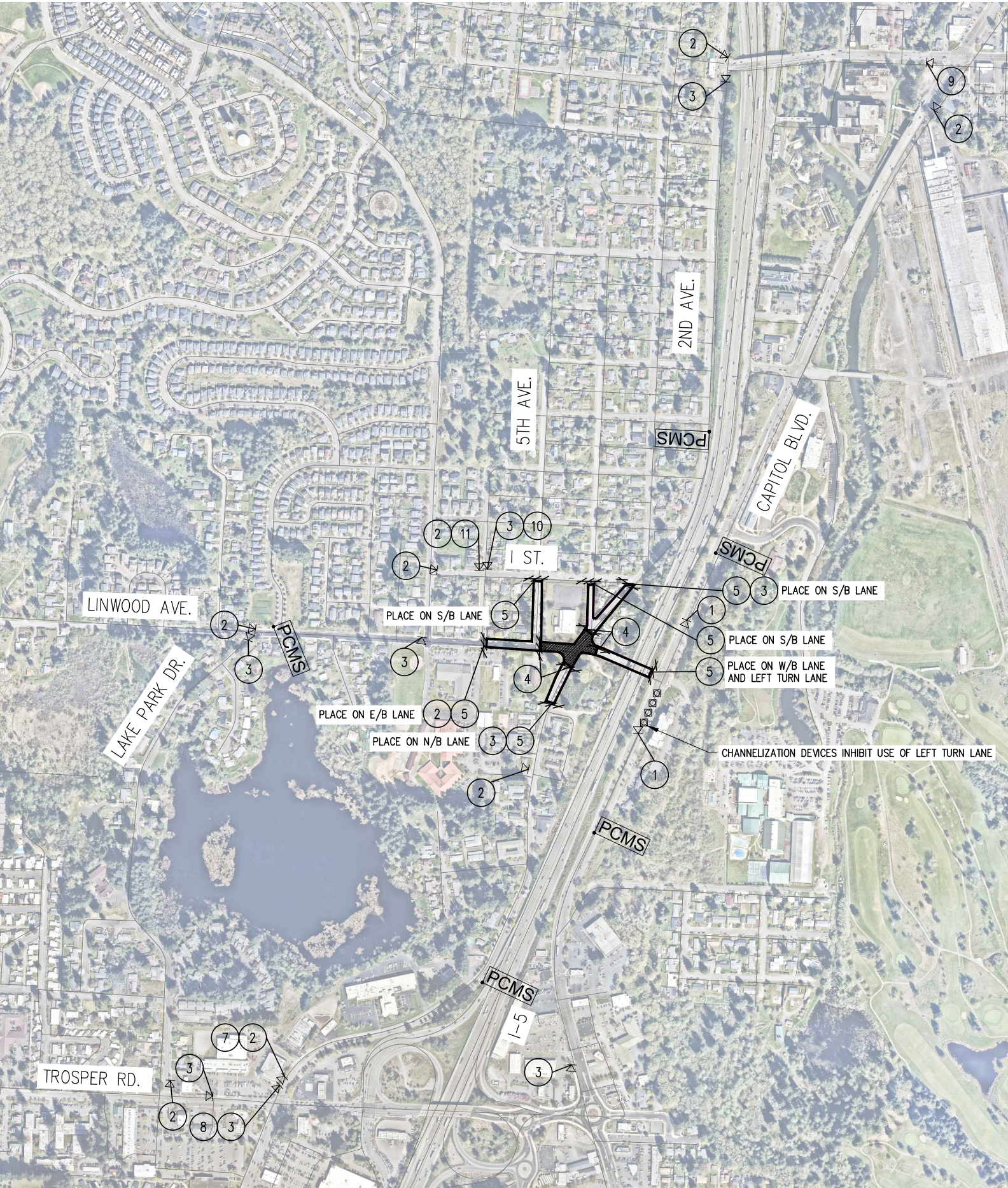
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	BICYCLE & PEDESTRIAN IMPROVEMENTS				
DETOUR EXHIBIT		CHECKED BY:			
WORK AREA		APPROVED BY:			
JOB :		SCALE: H			
DATE: 5/19/2025		V			
INDEX:					
SHEET: 3 OF 4					



EAST LEG DETOUR



PROJECT	2ND AVENUE	CITY OF TUMWATER TRANSPORTATION AND ENGINEERING DEPARTMENT 555 ISRAEL ROAD SW, TUMWATER, WA 98501 Phone: (360) 754-4140	DESIGNED BY: DRAWN BY: CHECKED BY: APPROVED BY: SCALE: H V
	BICYCLE & PEDESTRIAN IMPROVEMENTS		
JOB :	DATE: 5/19/2025	REVISIONS:	DATE:
INDEX:	SHEET: 4 OF 4		
DETOUR EXHIBIT WORK AREA		Plotted by: deptain Date: 19-May-25 9:00:15am	



DETOUR PLAN

PCMS #1-#4	
1	2
LINWOOD 2ND AVE CONST —/—	USE ALT ROUTES
3.0 SEC	3.0 SEC

MESSAGE 7 DAYS PRIOR TO CONSTRUCTION START DATE.

PCMS #1-#4	
1	2
LINWOOD 2ND AVE CLOSED	USE DETOUR
3.0 SEC	3.0 SEC

MESSAGE DURING TUMWATER RAB CLOSURE.

PCMS STREET NAME INSTLLATION	
PCMS #	STREET NAME
1	LINWOOD AVE E/B ~1,740 FT WEST OF 2ND AVE
2	2ND AVE S/B ~1,490 FT NORTH OF LINWOOD AVE
3	CAPITOL BLVD S/B ~800 FT NORTH OF I-5S LINWOOD AVE
4	CAPITOL BLVD N/B ~1,790 FT SOUTH OF LINWOOD AVE
5	2ND AVE N/B ~720 FT SOUTH OF LINWOOD AVE

W20-2
(48" X 48")
B/O
1

R11-2
(48" X 30")
B/O
4

R11-3A
(24" X 12")
B/O
7

R11-3A
(24" X 12")
B/O
10

M4-9L
(48" X 36")
B/O
2

R11-3A
(60" X 30")
B/O
5

R11-3A
(24" X 12")
B/O
8

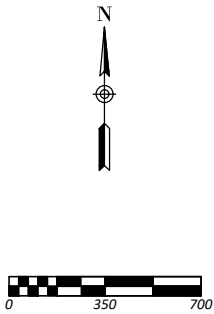
R11-3A
(24" X 12")
B/O
11

M4-9R
(48" X 36")
B/O
3

W4-2L
48"
48"
6

R11-3A
(24" X 12")
B/O
9

- LEGEND
- SIGN LOCATION - TEMPORARY MOUNT (CLASS B)
 - SIGN LOCATION - TEMPORARY MOUNT (CLASS A)
 - SEQUENTIAL ARROW SIGN
 - TRAFFIC SAFETY DRUM
 - CHANNELIZING DEVICES
 - PROTECTIVE VEHICLE
 - TRANSPORTABLE ATTENUATOR
 - PORTABLE MESSAGE SIGN
 - TRAFFIC BARRICADE (TYPE 2)
 - FLAGGING STATION
 - TRAFFIC BARRICADE (TYPE 3)
 - PEDESTRIAN CHANNELIZING DEVICES
 - WORK AREA



DESIGNED BY: _____
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SCALE: H V

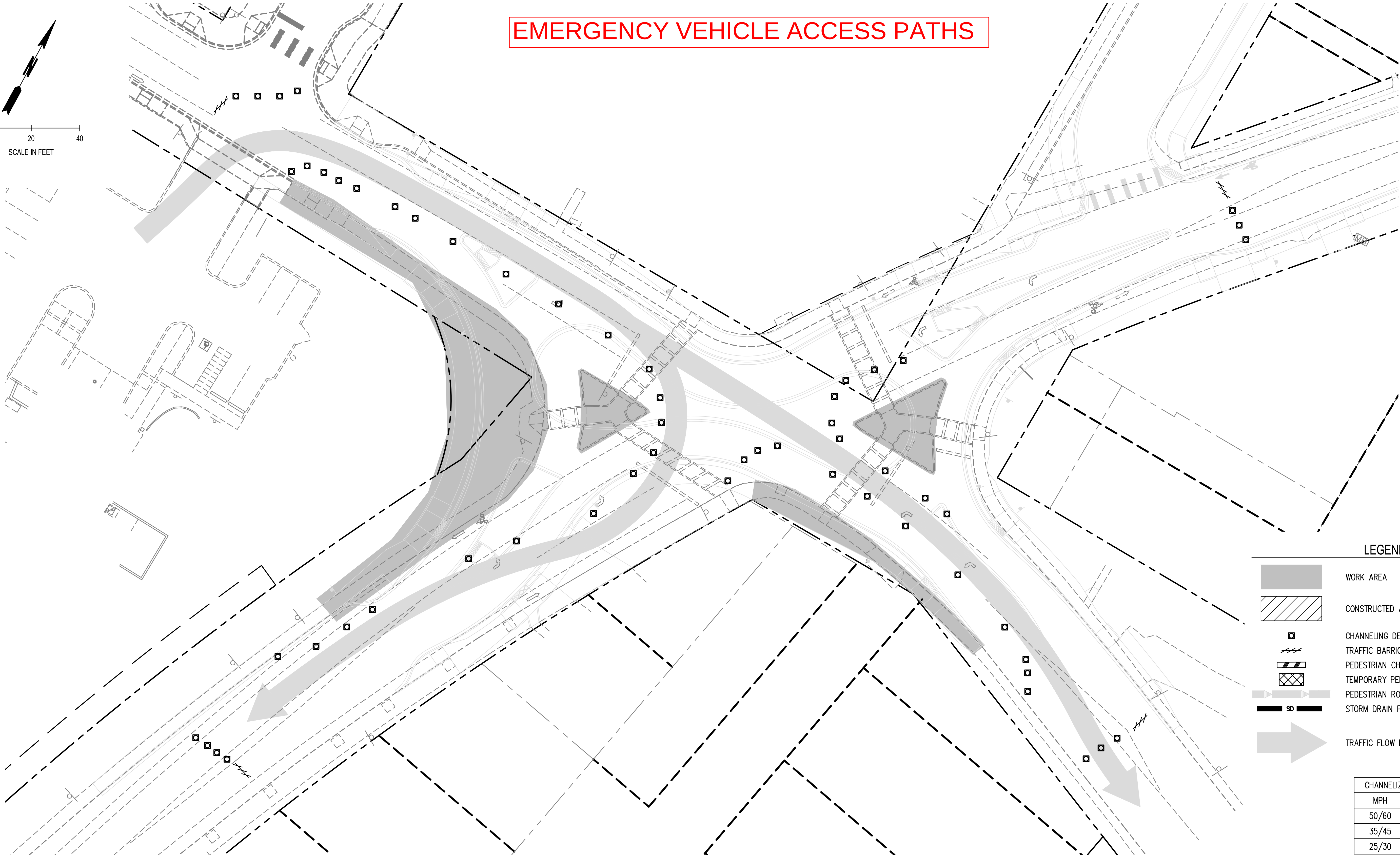
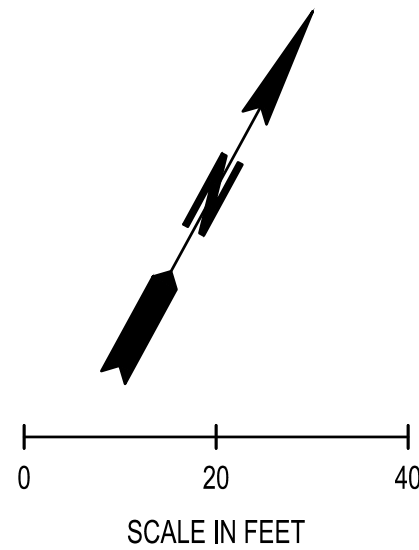
CITY OF TUMWATER
TRANSPORTATION AND
ENGINEERING DEPARTMENT
555 ISRAEL ROAD SW, TUMWATER, WA 98501
Phone: (360) 754-4140

REVISIONS: _____
DATE: _____

PROJECT
2ND AVENUE
BICYCLE & PEDESTRIAN IMPROVEMENTS
DETOUR PLAN

JOB : _____
DATE: 5/19/2025
INDEX: _____
SHEET: 4 OF 4

EMERGENCY VEHICLE ACCESS PATHS



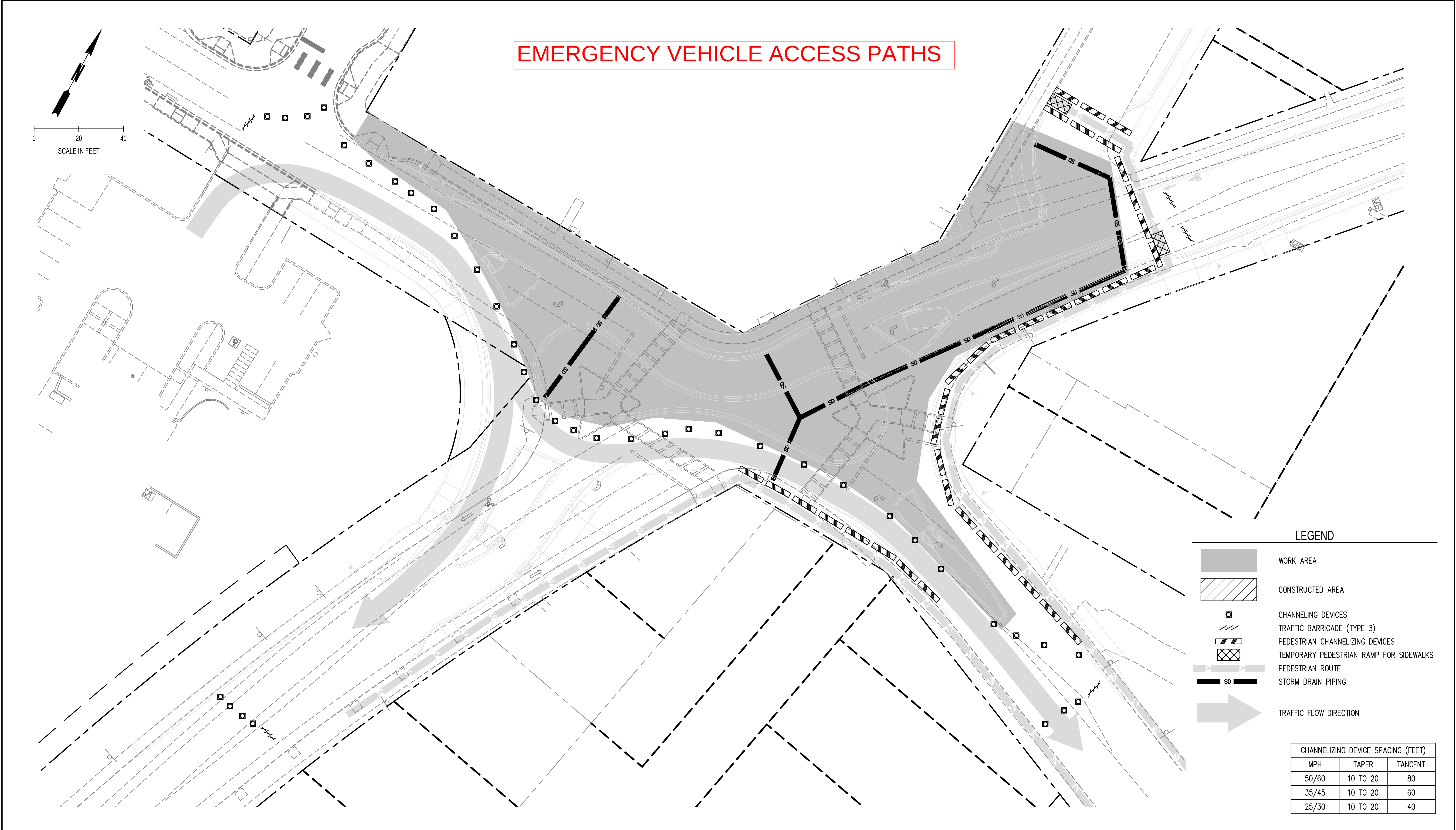
LEGEND

- WORK AREA
- CONSTRUCTED AREA
- CHANNELING DEVICES
- TRAFFIC BARRICADE (TYPE 3)
- PEDESTRIAN CHANNELIZING DEVICES
- TEMPORARY PEDESTRIAN RAMP FOR SIDEWALKS
- PEDESTRIAN ROUTE
- STORM DRAIN PIPING
- TRAFFIC FLOW DIRECTION

CHANNELIZING DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/60	10 TO 20	80
35/45	10 TO 20	60
25/30	10 TO 20	40

△	REVISIONS	DATE	BY	DESIGNED BY: M. WEYRAUCH	ISSUE DATE: JULY 2025	ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED		 8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516 P: 360.352.1465 F: 360.352.1509 SCJALLIANCE.COM	PROJECT NAME:		2ND AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS	DRAWING No.: PH-01
	90% DESIGN			DRAWN BY: M. WEYRAUCH	JOB No.: 23-000742						SHEET No.:	
				CHECKED BY: P. HOLM	DRAWING FILE No.: 23-000742 PH-01						111 OF 119	
	PHASE 1A CONSTRUCTION PHASING PLAN											

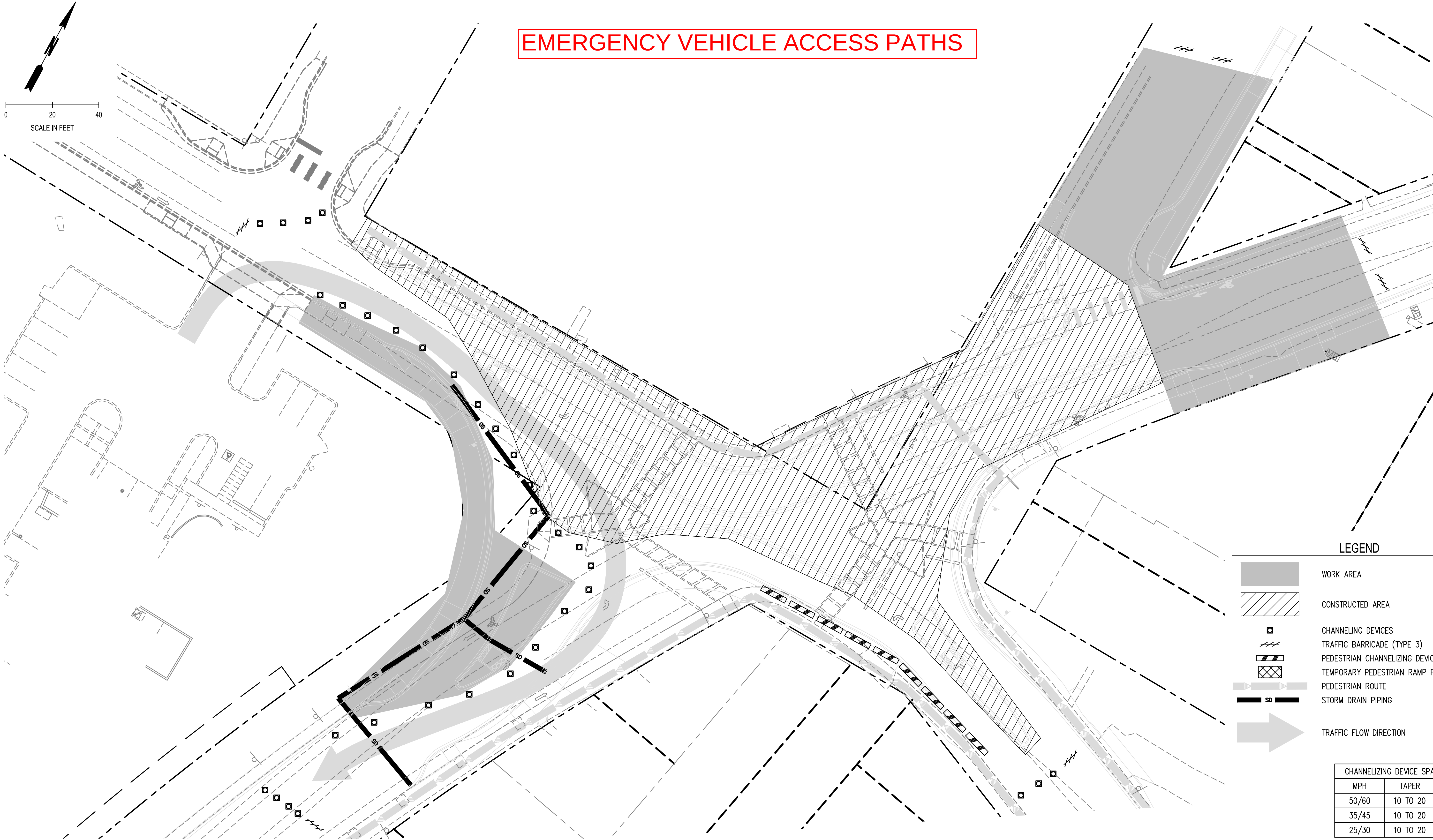
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PROJECTS\0625\0625 CITY OF TUMWATER\23-000742 LUNWOOD AND 2ND COMPACT RAB\CADD\23-000742 PH-01.DWG



△ REVISIONS	DATE	BY	DESIGNED BY: M. WEYRAUCH	ISSUE DATE: JULY 2025	ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED	PATRICK HOLM STATE OF WASHINGTON REGISTERED PROFESSIONAL ENGINEER	SCJ ALLIANCE CONSULTING SERVICES 8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516 P: 360.352.1465 F: 360.352.1509 SCJALLIANCE.COM	PROJECT NAME: CITY OF TUMWATER	2ND AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS		DRAWING No.: PH-02
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	90% DESIGN		CHECKED BY: P. HOLM	DRAWING FILE No.: 23-000742 PH-01					PHASE 1B CONSTRUCTION PHASING PLAN		112 OF 119

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PROJECTS\0625\0625 CITY OF TUMWATER\23-000742 LUNWOOD AND 2ND COMPACT RAB\CADD\23-000742 PH-01.DWG

EMERGENCY VEHICLE ACCESS PATHS



LEGEND

- WORK AREA
- CONSTRUCTED AREA
- CHANNELING DEVICES
- TRAFFIC BARRICADE (TYPE 3)
- PEDESTRIAN CHANNELIZING DEVICES
- TEMPORARY PEDESTRIAN RAMP FOR SIDEWALKS
- PEDESTRIAN ROUTE
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- TRAFFIC FLOW DIRECTION

CHANNELIZING DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/60	10 TO 20	80
35/45	10 TO 20	60
25/30	10 TO 20	40

△

REVISIONS

DATE

BY

90% DESIGN

DESIGNED BY:
M. WEYRAUCH

DRAWN BY:
M. WEYRAUCH

CHECKED BY:
P. HOLM

ISSUE DATE:
JULY 2025

JOB No.:
23-000742

DRAWING FILE No.:
23-000742 PH-01

ALL DIMENSIONS
SHOWN IN FEET
UNLESS OTHERWISE
DESIGNATED

8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
P: 360.352.1465 F: 360.352.1509
SCJALLIANCE.COM

PROJECT NAME:

2ND AVENUE PEDESTRIAN AND
BICYCLE IMPROVEMENTS

PHASE 2 CONSTRUCTION PHASING PLAN

DRAWING No.:
PH-03

SHEET No.:
113 OF 119

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\\projects\0625 CITY OF TUMWATER\23-000742 LUNWOOD AND 2ND COMPACT RAB\CADD\23-000742 PH-01.DWG

TO: City Council
 FROM: Brittaney McClanahan, Executive Assistant
 DATE: October 21, 2025
 SUBJECT: Lodging Tax Advisory Committee 2026 Funding Recommendations

1) Recommended Action:

Move to include the Lodging Tax Advisory Committee's (LTAC) 2026 funding recommendations into the City's budget.

2) Background:

Pursuant to RCW 67.28.180, Tumwater collects a 4% lodging tax on hotel/motel stays within the City. Each year, the Lodging Tax Advisory Committee recommends to Council the use of 2% of Lodging Tax funds for programs to generate tourism in Tumwater. The other 2% is allocated to fund historic/cultural preservation activities as presented to the Committee. RCW 67.28.1816 allows the municipality to accept the LTAC funding recommendations or some of the recommendations. The municipality cannot fund an applicant not recommended by LTAC. See the process outlined in Attachment D to change the LTAC recommendations.

3) Policy Support:

VISION | MISSION | BELIEFS: Our Vision – Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engaged residents, and living connection to its history.

4) Alternatives:

☐ Return the recommendation to LTAC for further consideration.

5) Fiscal Notes:

For 2026, LTAC recommends funding a total of \$248,958.00 to generate tourism in Tumwater. LTAC received 17 applications with a total funding request of \$356,500.00.

The Lodging Tax Advisory Committee approved a motion to use \$210,000 in Lodging Tax funds for the historic/cultural preservation activities and programs.

6) Attachments:

- A. 2026 LTAC Tourism Marketing and Special Event Applicant Summaries
- B. Lodging Tax Funding History and 2026 LTAC Funding Recommendations
- C. Lodging Historic and Cultural Funding for 2026 Memo from Chuck Denney
- D. MRSC article: Informal AG Opinion Clarifies Lodging Tax Awards

2026 LTAC Tourism Marketing and Special Event Applicant Summaries

Applicant	Summary	Requested Amount
Visitors & Convention Bureau of Thurston County (d.b.a. Experience Olympia & Beyond) Kelly Campbell, VP of Finance & Administration PO Box 1394 Olympia, WA 98507	Year-Round Destination Marketing Services: Destination marketing that runs 365 days a year, ensuring a continuous promotional presence to markets 50+ miles away. Tourism marketing is an essential building block of local economic development. The revenue generated in hotels and motels supports local properties; lodging taxes collected fund future marketing and activities to bring guests back to the community; and sales taxes collected fund municipal services that provide quality of life for locals. Funds will be used: to support sports event sponsorships and bid fees to attract regional and national competitions to Tumwater. Funds will also be used to directly support our subscription costs to a geolocation research tool utilized to track visitor movement throughout various Points of Interest (POIs) within Thurston County.	\$61,000
Team – Tomorrow, LLC Christen Greene, Owner 120 State Ave NE #1407 Olympia, WA 98501	South Sound Block Party: Destination music festival celebrating unique culture, creativity, and community of the greater South Sound region. Funds will be used: to directly support talent buying, marketing, and promotional efforts that drive overnight stays and tourism to the South Sound. Specifically, funds help secure nationally recognized legacy acts that have proven to increase attendance and draw visitors from outside the region, while also amplifying our ability to market the event throughout Washington State and beyond.	\$10,000

2026 LTAC Tourism Marketing and Special Event Applicant Summaries

Washington Center for the Performing Arts Jill Barnes, Executive Director 512 Washington Street SE Olympia, WA 98501	Washington Center for the Performing Arts – 2026 Tourism Generating Activities: The Washington Center for the Performing Arts plays a key role in regional tourism as Thurston County’s largest year-round arts venue. It enhances the area’s reputation, attracts repeat visitors, and supports the local economy. Funds will be used for similar costs/programs as previous years: The Center uses a strategic marketing plan to reach audiences beyond Thurston County, including: • Digital and social media advertising • Media placements in print, radio, and TV • A 24/7 mobile-friendly ticketing platform with a planned app • Extensive email marketing (1.6M+ emails annually) • Partnerships with tourism organizations like Experience Olympia & Beyond Operating year-round, including slower tourism seasons, the Center ensures a steady influx of visitors. Its diverse, accessible programming—from free events to premium shows—drives overnight stays and tourism-related spending in Tumwater and the surrounding region.	\$16,000
Tumwater Soccer Club Craig Boone, Kick in the Grass Director PO Box 14304 Tumwater, WA 98511	Kick in the Grass Soccer Tournament: 47th annual tournament hosted at soccer fields across the City of Tumwater. Funds will be used for similar costs/programs as previous years: to offset costs associated with running the tournament. Costs include field rentals, equipment, referee fees, tournament awards and administrative expenses. The tournament is to raise funds that enable the Tumwater Soccer Club to provide affordable local soccer to youth in the Tumwater School District. This three-day tournament is expected to bring over 6,000 people to Tumwater. KITG is the longest running soccer tournament in the State and one of the most affordable sanctioned tournaments.	\$18,000

2026 LTAC Tourism Marketing and Special Event Applicant Summaries

Tumwater Historical Association Sandi Gray, Secretary/Treasurer PO Box 4315 Tumwater, WA 98501	Special Event/Festival: The Tumwater Historical Association is organized for educational and cultural purposes relating to the history of the Tumwater area, its life and people. Funds will be used for: covering 75% of event costs primarily for postage, printing, filming, advertising, signage, web costs, printing/distribution of flyers and brochures, and event equipment storage. Tumwater Historical Association will host a variety of reenacting and heritage events for the purpose of educating the public on Tumwater's history. These events include recreating pioneer activities, quilting/fiber arts event, a walking tour/talk regarding local cemeteries, historical demonstrations at Falls Fest, the Thurston County Fair and other area events.	\$5,000
NEW APPLICANT RevMo Choppers and Coffee Audrey Henley, Owner and Rider 606 Union Ave SE Olympia, WA 98506	RevMo Runway Motorcycle Show: One-day festival held at the Olympia Flight Museum featuring regional male and female builders, vintage and modern motorcycles, and artists and craftspeople who contribute to the culture of two-wheeled travel. Funds will be used for: marketing and promotions, including—but not limited to—developing and procuring print, radio, and online advertising, merchandising, and partnership building with small businesses to generate cross promotions, ticket sales, and overnight stays within Thurston County.	\$6,000
Olympia Symphony Orchestra Thom Mayes 3400 Capitol Blvd SE, Suite 203 Olympia, WA 98501	2026 Concert Performances: The Olympia Symphony Orchestra (OSO) presents six season concerts, masterclasses, community events, and a Young Artist Competition in 2026, attracting tourists with worldclass performances in intimate settings unavailable elsewhere in Thurston, Lewis, and Mason counties. Funds will be used: to further efforts for regional recognition in the larger Seattle and Portland metro areas. Specific funding areas include: targeted radio underwriting, enhanced digital marketing, and communications infrastructure.	\$15,000

2026 LTAC Tourism Marketing and Special Event Applicant Summaries

NEW APPLICANT SWAE LLC Jason Huang, Owner/Organizer 4570 Avery Lane SE Suite C PMB 9008 Lacey, WA 98503	Driven by Community Block Party: Large scale annual festival offering an unforgettable experience that blends live music, food, art, and a regional car showcase. Funds will be used: to expand efforts and further establish the event as a regional draw. Funding will support extending event hours to accommodate a larger schedule of performances and activities; booking nationally recognized artists and performers; enhancing interactive experiences such as miniature golf, F1 race simulators, and raffle activations. Additionally, funds will allow us to significantly expand marketing and advertising reach across Washington and Oregon.	\$15,000
Olympic Flight Museum Teri Thorning, Olympic Air Show Coordinator 7637-A Old Highway 99 SE Tumwater, WA 98501	Olympia Air Show: The event serves as the museum's primary fundraising activity and raises revenue which helps fund the year-round operations of the museum. Because of this event, the museum can provide a year-round attraction and a place to visit when tourists are seeking activities in every season. Funds will be used for similar costs/programs as previous years: for promotion and operation costs of the 2025 Olympic Air Show and for the procurement of aerobatic demonstrations and related expenses.	\$48,500
Washington State Senior Games Dianne Foster, President PO Box 14547 Tumwater, WA 98511	Washington State Senior Games: 25 different sport competitions held in venues throughout the South Sound. Participation in the Senior Games is a year-round effort to enhance wellness. Having a goal of competing in our Games helps the athletes focus on preparing physically and mentally to be successful. Funds will be used for similar costs/programs as previous years: venue rental, officials , insurance, supplies, t-shirts, medals and promotional/marketing. Decreased funding would increase registration fees and cut costs in the promotional and marketing area.	\$13,000
Tumwater Downtown Association Todd Anderson, City of Tumwater Recreation Manager 821 Airport Court SE Tumwater, WA 98501	Tumwater Family 4th of July Festival: Family-oriented event for the community to celebrate Independence Day and the City of Tumwater. Funds will be used for similar costs/programs as previous years: marketing and promotion which include direct mailings, flyers, magazines, website promotion, social media platforms, as well as radio advertising.	\$30,000

2026 LTAC Tourism Marketing and Special Event Applicant Summaries

City of Tumwater Todd Anderson, Recreation Manager 821 Airport Court SE Tumwater, WA 98501	Tumwater Artesian Brewfest: Held at the 10-acre Tumwater Valley Golf Course driving range, the Brewfest venue is unique and well suited for this event. With ample space for large crowds, the 2025 event hosted 50 breweries and cideries and two local distillers. Additionally, there were fourteen food truck vendors, live music and a variety of outdoor games and activities for people to participate in. In 2025, we had an attendance of over 3,500 people and the event continues to grow each year. Funds will be used for similar costs/programs as previous years: marketing, such as targeted social media ads (Facebook and Instagram) brewing publication advertisements (paper and online), newspaper advertisements, as well as regional radio, television, and online ads. Marketing also includes posters and coasters advertising the event which are delivered to local brewers and restaurants as well as to each brewery participating in the event all around Washington and Oregon.	\$20,000
NEW APPLICANT PARC Foundation of Thurston County Danielle Westbrook, Fundraising and Communications Director 723 Eastside St NE Olympia, WA 98506	2026 Olympia Funk Festival: 3-day, all ages, family-friendly festival to showcase local, regional, and national funk music artists and to provide safe, inclusive venues for locals and visitors to gather for dancing, bonding, and revelry. The festival will include free workshops, open “jams” geared toward our younger audience, a free DJ lounge, and other opportunity to participate in the festivities. Funds will be used: These funds greatly help our event extend its reach to our growing number of out-of-town and out-of-state attendees. Tumwater LTAC support also helps us highlight Tumwater’s hotels, restaurants, and retailers. We intend to use Tumwater LTAC funds in conjunction with Olympia LTAC, Thurston County LTAC, and Lacey LTAC to maximize regional impact. Support from all municipalities demonstrates Thurston County’s commitment to the arts and allows events like ours to showcase the wonderful and varied people and businesses of the South Puget Sound.	\$15,000

2026 LTAC Tourism Marketing and Special Event Applicant Summaries

City of Tumwater Todd Anderson, Recreation Manager 821 Airport Court SE Tumwater, WA 98501	Tumwater Valley Golf Club/Tumwater Parks & Recreation: The purpose is to continue to compete for hosting the WIAA State High School Golf Championships. By hosting it not only gives our local high school athletes the opportunity to play on their home course, but it brings thousands of people into town as spectators, participants, coaches, families, and officials. This benefits our local hotels/motels as well as restaurants, small businesses, and tourism. Funds will be used: to build upon the “Wow Factor” we have created for this event. If successful with securing these LTAC funds, we will construct an outdoor concrete scoring pad and a 10’ X 15’ tent with WIAA and TVGC logos to be used on the scoring pad. The scoring pad and tent will provide a focal point for players and spectators to receive tournament score updates and instructions throughout the two-day event.	\$9,000
NEW FOR 2026 City of Tumwater Todd Anderson, Recreation Manager 821 Airport Court SE Tumwater, WA 98501	Tumwater Falls Fest: The purpose is to provide a very unique event in Tumwater that celebrates the arts, music, food and community. Falls Fest is a collaboration between Tumwater Parks & Recreation and the Olympia Tumwater Foundation, held at the beautiful Brewery Park at Tumwater Falls. The event features musical entertainment, children’s activities, and demonstrations, as well as a variety of local artists and food vendors. Funds will be used: for marketing to target audiences beyond the South Sound region (Seattle and Portland) that could more likely generate hotel stays.	\$5,000
Capital Lakefair, Inc Chris Rea, Office Manager 627 Durell Rd SE Suite A102 Tumwater, WA 98501	Lakefair 2026: Annual 5-day family friendly community festival that celebrates all residents in Thurston County and the vicinity. Our festival includes a carnival, vendors, parade, senior day, car show, fireworks, etc. The car show proceeds are donated to a local charity (this year it was 4 the Love Foundation). Lakefair awards scholarships up to \$17k each year to qualifying recipients. We also provide a venue for non-profit organizations to raise their much-needed funds. Our festival brings a great deal of attendees to our area, attendees who need lodging and food. Funds will be used for similar costs/programs as previous years: Tumwater LTAC funds would go towards our promotional travel and float expenses, as well as our Tumwater office/facility rental/storage costs. Our travel ranges from Oregon to BC. The festivals we attend with our promotional travel will, in turn, bring those festival heads, float, crew, and their families to Lakefair, where there will be lodging, food, etc., needs.	\$20,000

2026 LTAC Tourism Marketing and Special Event Applicant Summaries

NEW FOR 2026 FIFA Fan Zone City of Tumwater – Gene Angel 555 Israel Rd SW Tumwater, WA 98501	Fan Zone 2026: Establish "Fan Zones" for World Cup which is being co-hosted by the United States, Canada and Mexico. Thurston County has been selected as one of nine locations across Washington State where a "Fan Zone" will be established. Funds will be used: to contribute to regional planning efforts.	\$50,000
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Total Funding Request: \$356,500

City of Tumwater
Lodging Tax Advisory Committee (LTAC)
For Recommendations to City Council for 2026 LTAC Awards

	Organization	2025 Funded	2026 Request	Olympic Flight Museum	La Quinta Inn & Suites	Tumwater Area Chamber of Commerce	Chair Eileen Swarthout	LTAC Average	FINAL CONSENSUS (Hand Entry, check total)
1	Experience Olympia & Beyond	\$ 43,825	\$ 61,000	\$ 44,000	\$ 45,000	\$ 50,000	\$ 45,000	\$ 46,000	\$ 46,000
2	Team-Tomorrow, LLC	\$ 41,144	\$ 10,000	\$ 9,000	\$ 7,000	\$ 7,500	\$ 8,000	\$ 7,875	\$ 7,875
3	Washington Center for the Performing Arts	\$ 14,500	\$ 16,000	\$ 16,000	\$ 10,000	\$ 13,000	\$ 15,000	\$ 13,500	\$ 13,500
4	Tumwater Soccer Club	\$ 15,000	\$ 18,000	\$ 18,000	\$ 15,000	\$ 15,000	\$ 18,000	\$ 16,500	\$ 16,500
5	Tumwater Historical Association	\$ 5,000	\$ 5,000	\$ 5,000	\$ 3,000	\$ 4,000	\$ 5,000	\$ 4,250	\$ 4,250
6	RevMo Choppers and Coffee	\$ -	\$ 6,000	\$ 6,000	\$ 4,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
7	Olympia Symphony Orchestra	\$ 9,375	\$ 15,000	\$ 9,000	\$ 7,000	\$ 10,000	\$ 10,000	\$ 9,000	\$ 9,000
8	SWAE LLC	\$ -	\$ 15,000	\$ 10,000	\$ 9,000	\$ 9,000	\$ 5,000	\$ 8,250	\$ 8,250
9	Olympic Flight Museum	\$ 44,333	\$ 48,500		\$ 44,000	\$ 48,000	\$ 48,500	\$ 46,833	\$ 46,833
10	Washington State Senior Games	\$ 12,750	\$ 13,000	\$ 13,000	\$ 10,000	\$ 12,000	\$ 13,000	\$ 12,000	\$ 12,000
11	Tumwater Downtown Association	\$ 28,750	\$ 30,000	\$ 28,000	\$ 24,000	\$ 28,000	\$ 30,000	\$ 27,500	\$ 27,500
12	Tumwater Artesian Brewfest (City of Tumwater)	\$ 17,000	\$ 20,000	\$ 17,000	\$ 15,000	\$ 18,000	\$ 20,000	\$ 17,500	\$ 17,500
13	PARC Foundation of Thurs. County	\$ -	\$ 15,000	\$ 5,000	\$ 10,000	\$ 9,000	\$ 5,000	\$ 7,250	\$ 7,250
14	Tumwater Valley Golf Club (City of Tumwater)	\$ -	\$ 9,000	\$ 7,000	\$ 6,000	\$ 9,000	\$ 9,000	\$ 7,750	\$ 7,750
15	Tumwater Falls Fest (City of Tumwater)	\$ -	\$ 5,000	\$ 3,000	\$ 2,000	\$ 2,500	\$ 5,000	\$ 3,125	\$ 3,125
16	Capital Lakefair, Inc	\$ 7,250	\$ 20,000	\$ 9,000	\$ 9,000	\$ 10,000	\$ 8,500	\$ 9,125	\$ 9,125
17	Fan Zone (City of Tumwater)	\$ -	\$ 50,000	\$ -	\$ -	\$ 30,000	\$ -	\$ 7,500	\$ 7,500
18									
	Rounding								
	Future use								
	TOTAL REQUESTS		\$ 356,500	\$ 199,000	\$ 220,000	\$ 280,000	\$ 250,000	\$ 248,958	\$ 248,958
	TOTAL FUNDING	\$ 238,927	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
	Req more (less) than funding		\$ 106,500	\$ (51,000)	\$ (30,000)	\$ 30,000	\$ -	\$ (1,042)	\$ (1,042)

MEMO



Date: September 29, 2025
 To: Lodging Tax Advisory Committee
 From: Chuck Denney, Parks and Recreation Director

Proposed Action

This memo outlines the distribution of Lodging Tax funds for tourism-related historic and cultural events and activities in Tumwater.

Background

Based on the imposed 4% Lodging Tax, the City receives two allocations of revenue. The first 2% funds are designated by City Council (Resolution No. R2016-006) for tourism-related historic and cultural programs. The second 2% funds are for tourism-generating events and marketing. This memo addresses the use of the first 2% historic and cultural program funds.

In 2025, funding was distributed as follows:

Historic/Cultural	<u>2025</u>
Historic Buildings (City)	\$ 70,000
Historic Programs (OTF)	\$110,000
Historic Old Brewhouse Tower (City)	\$ 30,000

In 2024, the City maintained the City's historic house inventory (Brewmaster's House and Crosby House) and the historic cemetery with minor improvements, utilities, security, repairs, pest control, landscaping and insurance. The City has partnered with additional community groups for volunteer work at the historic cemetery and this significant work will continue into 2026. The City's Volunteer Program also dedicated hours to a number of major maintenance improvements to the cemetery. The Parks Department has continued to work with Mills & Mills, the adjacent private cemetery and funeral home, to help maintain and improve the cemetery property.

The City continued to contract with the Olympia Tumwater Foundation for provision of historic programming and services. This included the Heritage Builders Program, a rotating historical display at City Hall, research regarding the historic home registry and process, event participation, support of the historic home program, and adapting historical district walking tours. Public access and events are planned to re-start at the historical homes in 2025.

Work to preserve and restore this iconic old brewhouse structure and provide public access to one of Washington's important heritage stories is continuing. The brick replacement and masonry

repair project is complete and engineering for seismic stabilization is in the design phase. In 2022, over \$140,000 has been spent on geoengineering, architectural and engineering services. The City is currently conducting an analysis of future use and occupancy requirements. The Brewhouse Tower is closed to visitors during rehabilitation. It is not anticipated that construction work will take place in 2026, but the City does plan to improve site security, fencing and window protections for the facility.

Lodging tax funds are an important part of the project viability as they provide a source of cash for improvements outside of the grant that can be used for capital improvements and marketing.

2026 Proposal

Based on the prior City Council direction and the City’s inventory of historic assets, the funds for 2024 are planned to be expended in the following fashion:

Historic/Cultural	<u>2026</u>
Historic Buildings (City)	\$ 70,000
Historic Programs (OTF)	\$ 110,000
Historic Old Brewhouse Tower (City)	\$ 30,000

Funds will be spent similar to prior years. The building portion pays for operational costs for the Crosby and Brewmaster houses and the historic cemetery. We will continue to work with volunteers to do minor maintenance of the cemetery.

The City is continuing to contract with the Olympia Tumwater Foundation for historic programs and services. The City has found this partnership to be an effective and efficient means of providing quality programming to the community and as a valuable resource for City and other historic projects in Tumwater. The presentation and interpretation of Tumwater’s history is an important aspect to the overall “Tumwater Craft” initiative that celebrates and builds upon the community’s legacy around brewing. Funding for the OTF was increased for 2025 to support park operations and is being paid on a reimbursement basis.

To meet JLARC’s reporting requirements, we will need a motion from the Committee to approve the \$210,000 for the Historic and Cultural Program funds as described above for 2026.

Informal AG Opinion Clarifies Lodging Tax Awards

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August 24, 2016 by [Toni Nelson](#)

Category: [Lodging Tax \(Hotel-Motel Tax\)](#)



We've received many questions in the past about awarding lodging tax funds, and specifically whether a municipality may award an amount to a recipient that is different from the recommendations made by the lodging tax advisory committee (LTAC). An [informal opinion](#) from the Attorney General's office, released last week (August 17), answers this question and provides municipalities with some additional options for the distribution of awards beyond what we thought previously.

First, Some Background...

In 2013, the legislature amended [RCW 67.28.1816](#) and expanded the role of the LTAC for municipalities with population of 5,000 or more. Applicants seeking lodging tax distributions must now submit an application directly to the LTAC, and the LTAC must select candidates from the pool of applications and provide a list of the candidates and recommended awards to the municipality for final determination.

[RCW 67.28.1816](#)(2)(b)(ii) states:

The local lodging tax advisory committee must select the candidates from amongst the applicants applying for use of revenues in this chapter and provide a list of such

candidates and recommended amounts of funding to the municipality for final determination. The municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee.

Previous MRSC guidance on this issue has been that a city or county does not have to fund the full list as recommended by the LTAC and can choose to make awards in the recommended amounts to all, some, or none of the candidates on the list.

What Does the Informal AG Opinion Say?

The [informal opinion](#), written by Assistant Attorney General H. Lee Overton, provides some clarity to the question of whether a municipality can award an amount that differs from the LTAC recommendation. In his opinion letter, he writes in his brief answer:

When awarding lodging tax revenues pursuant to [RCW 67.28.1816](#)(2)(b)(ii), a municipality may award amounts different from the local lodging tax advisory committee's recommended amounts, but only after satisfying the procedural requirements of [RCW 67.28.1817](#)(2), according to which the municipality must submit its proposed change to the advisory committee for review and comment at least forty-five days before final action on the proposal.

So what does this mean for local legislative bodies? The informal opinion basically says that the roles of the LTAC and the municipality are clear: the LTAC is to make recommendations and the municipality is to make a final determination. The legislative body has the ability to award an amount that differs from the recommendation, but in order to do so it must first submit the proposed changes to the LTAC under the provisions of [RCW 67.28.1817](#)(2) which states in part:

Any municipality that proposes [...] a change in the use of revenue received under this chapter shall submit the proposal to the lodging tax advisory committee for review and comment. The submission shall occur at least forty-five days before final action on or passage of the proposal by the municipality. The advisory committee shall submit comments on the proposal in a timely manner through generally applicable public comment procedures. The comments shall include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-term stability of the fund created under [RCW 67.28.1815](#). Failure of the advisory committee to submit comments before final action on or passage of the proposal shall not prevent the municipality from acting on the proposal.

Accordingly, the role of the advisory committee is preserved while also preserving the authority of the municipality as the final decision maker.

MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one [Ask MRSC service](#) to get answers to legal, policy, or financial questions.

TO: City Council
 FROM: Brandon Hicks, Transportation and Engineering Director
 DATE: October 21, 2025
 SUBJECT: Right-of-Way Procedures – Updated

1) Recommended Action:

Approve and authorize the mayor to sign the update to the City of Tumwater Right-of-Way Procedures including the Right-of-Way Procedure, Administrative Settlement Policy, Waiver of Appraisal Procedure, and Relocation Appeal Procedure to be forwarded to the Washington State Department of Transportation for their approval.

2) Background:

As part of the Certification Acceptance (CA) Agreement with the Washington State Department of Transportation (WSDOT), the City must comply with certain requirements per the WSDOT Local Agency Guidelines (LAG). These guidelines allow for the City to acquire property rights needed for completion of projects. In order to perform right of way activities per the LAG, it is necessary to have these procedures in place.

The document is made up of four parts:

Right of Way Procedures: Sets forth the statutory requirements and the City's responsibilities for right of way acquisition including the staff positions, or others, responsible for the various acquisition activities.

Administrative Settlement Policy: Sets forth the conditions and requirements for negotiating settlements where the settlement amount is in excess of the fair market value, and establishes the City's authority, by position, of who has responsibility for approving the settlement depending on the amount of the settlement.

Waiver of Appraisal Procedure: Sets forth the conditions under which the City may elect to waive the requirement for an appraisal.

Relocation Appeal Procedure: Sets forth the requirements and steps for which an appeal may be made to the City.

3) Policy Support:

Create and Maintain a Transportation System Safe for All Modes of Travel – Provide a safe, efficient, and cost-effective transportation system.

4) Alternatives:

☐ Make changes to the procedures

5) Fiscal Notes:

The updated policy does not have a monetary cost to implement and maintain. The policy allows the City to utilize federal funding for ROW activities.

6) Attachments:

A. Right-of-Way Procedures 2025

Right of Way Procedures

The City of Tumwater (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies outlined in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG) Manual.

1. Below is a list of Agency staff, by name and position titles, who are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provide a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.
 - a. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:
 - i. **PROGRAM ADMINISTRATION:**
Oversee the delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are conducted in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

 - Ensures the Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
 - Oversight of ROW consultants;
 - Ensure that the hired consultants meet the minimum requirements outlined in ROW Manual Chapters 2 & 8 and Chapter 3 for Appraisal and Appraisal Review.
 - Use of consultant contract approved by WSDOT
 - Management of ROW contracts
 - Management of ROW files
 - Reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
 - Sets Just Compensation before offers are made;
 - Oversight and approval of Waiver Valuations per policy;
 - Oversight and approval of Administrative Settlements per policy;
 - Ensure that Administrative Settlements are reviewed and accepted by the Local Agency Coordinator prior to final signature.
 - Ensure the Agency has a relocation appeal process before starting relocation activities;
 - Obligation authority for their Agency;
 - Obtain permits (Non-Uniform Relocation Act (URA));
 - Ensures there is a separation of functions to avoid conflicts of interest.

- Verifies whether ROW is needed and that the property rights and/or interests needed are sufficient to construct, operate, and maintain the proposed projects. See LAG Appendix 25.171, 25.1726, and the No ROW Checklist (LPA-008).

Brandon Hicks – Transportation and Engineering Director, Bill Lindauer – City Engineer

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff or consultants who meet the requirements outlined in ROW Manual Chapter 3 to perform appraisal work;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare Waiver Valuation;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management.

Contract with a qualified consultant

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the Agency to ensure they are adequate and reliable, have reasonable supporting data, and approve appraisal reports. Ensure appraisals are adequately supported, represent fair market value and applicable costs to cure, and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff or consultants that meet the requirements outlined in ROW Manual Chapter 3 to perform appraisal review work;
- Ensures project-wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management.

Contract with a qualified consultant

iv. **ACQUISITION:**

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff/consultants to perform acquisition activities for real property or real property interests, including donations;
- Staff and consultants must meet the requirements outlined in ROW Manual Chapters 2 & 8
- To avoid a conflict of interest, when the acquisition function prepares a Waiver Valuation, only acquires property valued at \$15,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare Waiver Valuation justification and obtain approval;
- Prepare Administrative Settlement and obtain approvals;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well-organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management.

Contract with a qualified consultant

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Only qualified staff/consultants are used to perform relocations that meet the requirements outlined in ROW Manual Chapters 2 & 8.
- Prepare and obtain approval of relocation plan before starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for the Agency approving authority before making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;

- Maintain a complete, well-organized parcel file for each displacement;
- Ensure occupants and personal property are removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management.

Contract with a qualified consultant

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure the control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensure that property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Only qualified staff/consultants are used to perform property management that meets the requirements outlined in ROW Manual Chapters 2 & 8.
- Account for use of proceeds from the sale/lease of property acquired with federal funds on other Title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for a change in access control along the interstate;
- Maintain property records;
- Ensure occupants and personal property are removed from the ROW;
- Maintain a complete, well-organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management.

Brandon Hicks – Transportation and Engineering Director, Bill Lindauer – City Engineer, both with assistance from qualified consultant or WSDOT staff as needed

- Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions must work closely with its Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. The LAC will perform spot-check reviews on selected federal aid or federal aid-eligible projects. **The LAC must be given an opportunity to review all offers and supporting data before offers are made to the property owners.** The number of spot-check reviews depends on the project scope, the complexity of acquisitions, the local agency's level of experience, and past performance. Spot check reviews may not be required on all projects, but will lessen the risk of delays during ROW Certification. The LAC may request additional information or parcel files to ensure local agency compliance.
- The Agency's Administrative Settlement Procedures, indicating the approval authorities and the procedures involved in making administrative settlements, need to be included with these procedures (see Exhibit A).
- An Agency wishing to take advantage of the Waiver Valuation process for properties valued up to \$35,000 or less must complete Exhibit B of these procedures.

2. All projects shall be available for review by the FHWA and Local Programs ROW at any time, and all project documents shall be retained and available for inspection during the plan development, ROW, and construction stages and for three years following Local Programs' acceptance of the projects.
3. Local Programs ROW may rescind its approval of the agency's procedures at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may apply to all or part of the approved functions.

Debbie Sullivan, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

EXHIBIT A

Agency's Administrative Settlement Policy

The City of Tumwater, WA ("AGENCY"), shall make every reasonable effort to expeditiously acquire real property by negotiation. Negotiation implies an honest effort by the AGENCY to resolve differences with property owners. Offers can be flexible and negotiations should recognize the inexact nature of the process by which just compensation is determined. The AGENCY shall endeavor to expedite the acquisition of real property by agreements with owners and to avoid litigation and relieve congestion in the courts.

1. The AGENCY shall carefully consider and maximize the use of administrative settlements in appropriate situations. An administrative settlement or stipulated settlement is a negotiated settlement of a right of way acquisition case in which the AGENCY has administratively approved payment in excess of fair market value as shown on the AGENCY's approved determination of value (review appraisers' certificate). The AGENCY shall carefully consider and maximize the use of administrative settlements in appropriate situations.
2. Administrative settlements may be approved when it is determined that such action is in the public interest. In arriving at a determination to approve an administrative settlement, the following nonexclusive factors may be considered:
 - a) All available appraisals, including the owner's comparable sales not included in an appraisal, and the probable range of testimony in a condemnation trial.
 - b) Ability of the City to acquire the property, or possession, through the condemnation process to meet the construction schedule.
 - c) Impact of construction delay pending acquisition.
 - d) The negotiators recorded information, including parcel details and the owner's rationale for increased compensation.
 - e) Recent court awards in cases involving similar acquisition and appraisal problems.
 - f) Likelihood of obtaining a favorable jury results in local jurisdiction, opinion of legal counsel where appropriate.
 - g) Estimate of trail cost weighed against other factors.

3. Authority – The AGENCY authority of administrative settlements in right of way acquisitions is as follows:

Positions(s)	Maximum Settlement
City Engineer	Just Compensation plus up to an additional \$5,000
Transportation & Engineering Director	Just Compensation plus an additional \$5,000 to \$25,000
Mayor or City Administrator	Just Compensation plus an additional \$25,000 to \$100,000

Prior to any written offer of final settlement made to the property owner or their representative, the administrative settlement shall be stated in a memorandum signed by the appropriate approving authority and placed in the parcel acquisition file. The memorandum shall be in accordance with Chapter 25.11 of the Washington State Department of Transportation Local Agency Guidelines and Chapter 4.11.3 of the Washington

State Department of Transportation Right of Way Manual. If the services of a consultant acquisition negotiator are utilized, the appropriate AGENCY staff person or official will be required to sign the administrative settlement memorandum.

4. The City Council considers approval of all warrants prior to providing payment.

Debbie Sullivan, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

EXHIBIT B

Agency's Waiver Valuation

The City of Tumwater, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C, 49 CFR Part 24, and State directives, and desiring to take advantage of the waiver valuation process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple, has a low fair market value, and the compensation estimate (including the cost to cure items) and the estimated property value are under \$35,000.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers of \$15,000 or less.
- C. The Agency must inform the property owner(s) that an appraisal has not been completed on the property for offers over \$15,001 and up to \$35,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in preparing the Waiver Valuation, as no review is mandated, the preparer needs to ensure that the compensation is fair and that all the calculations are correct.

Procedures

- A. A Waiver Valuation is prepared using comparable sales found and verified during preparation.
- B. The Waiver Valuation is approved by the Agency staff listed under Program Administration within these Right of Way Procedures. Once the local agency coordinator has completed a spot check for the project, an offer to the property owner(s) is authorized upon signature.

Debbie Sullivan, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

EXHIBIT C

Relocation Appeal Procedures

Any person aggrieved by a determination as to eligibility for, or the amount of any payment for relocation assistance authorized by 49 CFR 24.10, Chapter 8.26 RCW, and the regulations at Chapter 468-100 of the Washington Administrative Code (WAC) has the right to appeal to the City Administrator. While there is no required format for the appeal, at a minimum each appeal shall contain the following:

1. Date of the appeal
2. Name of the aggrieved person(s) (“appellant(s)”)
 3. Parcel Tax Number
 4. A statement of issues/concerns
 5. An explanation of what the appellant is claiming; all facts, reasons, and any supporting evidence as to the nature of the grievance or why the appellant is otherwise aggrieved.
 6. The relief requested
 7. Contact information of the appellants

Appeals may be mailed or emailed. Mailed appeals must include the following:

8. Signature of the appellants.

The aggrieved person must file the written appeal with the City of Tumwater City Clerk within sixty (60) calendar days after receiving written notification of the agency’s determination of the person’s claim. Failure to timely file an appeal shall result in waiver of any appeal right.

Within fourteen (14) calendar days of receipt of an appeal, the City will evaluate the appeal to determine if it is complete. The City will send written notice to the appellant informing them if the appeal has been determined to be complete or requesting additional information. If additional information is necessary to process the appeal, the City will request the appellant file any additional information within ten (10) calendar days.

Within fifteen (15) calendar days of (a) receiving the requested additional information, or (b) the deadline for receiving the requested additional information if sufficient additional information is not received, the City will issue and mail to the appellant a written decision on the appeal based on applicable relocation assistance regulations. A written decision on appeal issued by the City pursuant to this section shall be the City’s final decision and the City shall inform the appellant that they may seek judicial review of the City’s determination.

Debbie Sullivan, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

TO: City Council
FROM: Brittaney McClanahan, Executive Assistant
DATE: October 21, 2025
SUBJECT: Reappointment of Elizabeth Robbins to the Planning Commission.

1) Recommended Action:

Approve Mayor Sullivan's reappointment of Elizabeth Robbins to the Planning Commission.

2) Background:

Elizabeth Robbins has volunteered to serve an additional 4-year term on the Planning Commission. Upon Council confirmation, Elizabeth's term will expire November 1, 2029.

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

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

We Believe in PEOPLE:

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

4) Alternatives:

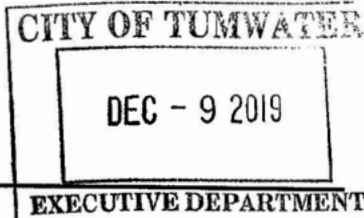
☐ Do not confirm the reappointment

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

A. Application and supplemental information.



APPLICATION

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

Name: Elizabeth Robbins

Address: [REDACTED]
Tumwater, WA 98501

Telephone: [REDACTED] (Home) _____ (Cell) _____
 _____ (Work) _____

Date: 12/6/19 Email: [REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE
NUMBER:

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

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

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

Crime Stoppers:

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

Historic Preservation Commission:

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

Planning Commission:

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

1

Thurston Community Television:

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

Tree Board:

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

Thank you for considering my application to
serve on the Planning Commission.

Elizabeth Robbins

December 12, 2019

Ms. Hannah Miles
City of Tumwater

Re: Letter of interest in support of application for Planning Commission

Dear Ms. Miles,

Thank you for your responsiveness to my application to serve on the City's Planning Commission.

I am interested to serve on the Planning Commission so that I can become more involved in the Tumwater community and use my background in long-range planning. I am particularly interested in ensuring that our community is served well by our infrastructure systems and how to sustain those systems that are so critical to people and businesses.

I have lived in the City of Tumwater since 2000 (and in Thurston County since 1992). My career has been primarily in transportation planning and environmental compliance. I am planning to retire from State service early in 2020, and hope to still make constructive contributions in other ways, such as through serving on the Planning Commission.

Please see my resume for more detail on my professional career.

Thank you for your consideration of my application.

Regards,
Elizabeth Robbins

[REDACTED]
[REDACTED] 1010 [REDACTED] st. [REDACTED]

ELIZABETH A. ROBBINS

Professional Experience

1/15 -- present Manager: Planning Policy & Partnerships, WSDOT—Multimodal Planning Division

- Metropolitan and regional transportation planning coordination and oversight of unified planning work programs, budget oversight, and transportation improvement program amendments;
- Land use initiatives, compliance and coordination and technical assistance; and
- Statewide long-range multimodal transportation planning and corridor/network planning studies.

Planning work programs, budget development and oversight. Short- and long-range planning and policy development programs, formulating goals, objectives and action plans. WSDOT's Practical Solutions Performance Framework. Policy initiatives: analysis, policy development, and advocacy linking transportation planning to practical transportation strategies. Legislative and regulatory analyses at federal and state levels, and identifying challenges, influencing legislation and regulation, development and deployment of policy and guidance services that implement law and regulation changes. Example products: Framework for Integrating Demand Management, Transportation Efficient Communities, and Multimodal Planning Guidance for Governor's Executive Order on Carbon Pollution Reduction and Clean Energy Action.

1/10 – 12/14 Manager: Community Transportation Planning, WSDOT—Strategic Planning Division

Long-range, outcome-based transportation planning at all levels. Policy initiatives, analysis, policy development, and advocacy linking transportation planning to land use/economic development. Legislative and regulatory analysis at federal and state levels.

7/03 – 1/10 Manager: Transportation Planning, WSDOT—Strategic Planning & Finance Division

Delivery of the state's first multi-modal, multi-jurisdictional, long-range plan instrumental in a significant transportation revenue package and the outcome-based framework of that plan enacted into statute: Economic Vitality, Safety, Mobility, Preservation, Environment, and Stewardship. Land use/growth management issues and policy development. Tribal and Regional/metropolitan transportation planning organizations and programs. Legislative and regulatory analysis, at federal and state levels. Statewide Planning & Research work program.

SPECIALTIES

- Collaboration and partnership
- Project delivery and reporting
- Transportation planning and policy
- Statewide and metropolitan planning
- Performance measures
- Land use and growth management
- Environmental policy
- Resiliency and sustainability
- Economic development
- Policy analysis, development, and implementation

HIGHLIGHTS

- Staff nominations for Washington State Leadership in Government award 2016 and 2017
- Community Planning Portal, an ArcGIS online collaboration tool.
- National Governors Association Policy Academy on transportation and land use
- USDOT designation of I-5 "Corridors of the Future" and award of \$20 million

AFFILIATIONS

- Chair, AASHTO Committee on Planning, Subcommittee on Research
- AASHTO Committee on Planning Steering Team; Census Transportation Planning Oversight Board, and Task Forces
- USDOT/FHWA Border Working Group
- FHWA Transportation Planning Excellence Awards
- Community Economic Revitalization Board
- American Planning Association
- Chair, NCHRP 20-125 Strategies for Incorporating Resilience into Transportation Networks
- TRB committees and NCHRP panels
- Women's Transportation Seminar

Collaborative efforts: WSDOT lead 2010 Vancouver, BC, Winter Olympics readiness planning, Governor's Competitiveness Council, and Sustainability in Government Operations initiatives. Lead for WSDOT Planning and Programming participation in NCHRP 20-68A domestic scan visit on "Best Practices in Managing STIPs, TIPs, and Metropolitan Transportation Plans (MTPs) in Response to Fiscal Constraints" in 2009.

10/00 – 6/03 Director: Planning, Advocacy & Initiatives, WSDOT—Highways & Local Programs Division

Strategic planning. Highway System Plan update for 2003-2022. Community Economic Partnerships Program: a rural component called Heritage Corridors (scenic byways and safety rest areas) and an urban component called Community Partnerships (context sensitive design/solutions, livable communities, bicycle and pedestrian). Policy initiatives and implementing directives. Transportation Commission subcommittee on economic development policy and performance measures for economic development. Governor's Joint Economic Vitality Committee and Governor's Global Competitiveness Council. Liaison to Sound Transit. Transportation Agencies Grant Team tasked by legislative proviso to improve coordination and gain efficiencies among state agencies that provide competitive transportation funding to local jurisdictions.

Collaborative efforts: WSDOT lead Governor Locke's commendation on successful Boeing 7E7 Dreamliner siting in Washington State. Development of WSDOT's first context sensitive solutions policy and guidebook: *Building Projects that Build Communities* and host for a national conference on Context Sensitive Solutions.

9/96 – 10/00 Manager: Regional Planning & Coordination and Coastal Corridor, WSDOT—Olympic Region

Regional/metropolitan planning organizations and local planning, including consultant contracts. Coastal Corridor Program, a set of long-range, community-based corridor planning projects and EIS/MIS-type studies. Facilitator for a multi-partner rural Intelligent Transportation Systems (ITS) application pilot project for the North Olympic Peninsula, linked to community goals for economic development. Business planning and performance measures.

Collaborative efforts: Designation of State Route 112 as a National Scenic Byway, an outcome of extensive community planning, demonstrating hard-won consensus achieved with public, tribal governments, and elected officials; completion of three community-driven corridor plans for US 101, SR 105, and SR 112.

8/92 – 9/96 Cultural Resources Program Manager, WSDOT—Environmental and Engineering Service Center

Created WSDOT statewide program of regulatory compliance with state and federal historic preservation laws. Oversight of consultant services contracts for environmental analyses and studies.

Collaborative efforts: Historic American Engineering Record project documented 30 historically significant state bridges which won the State Historic Preservation Officer's Award for Excellence in Public Education for 1993.

Education

Executive management and related training at the federal and state levels

M.A., 1984, University of Texas at Austin

B.A., 1981, University of Texas at Austin

TO: City Council
 FROM: Kelly Adams, Assistant City Administrator
 DATE: October 21, 2025
 SUBJECT: Ordinance O2025-017 Establishment of the Equity Commission

1) Recommended Action:

Adopt Ordinance O2025-017 establishing an Equity Commission.

This ordinance was recommended for adoption under considerations at the City Council Work Session on October 14, 2025.

2) Background:

Staff and Council Members regularly receive requests to address issues affecting underrepresented groups in response to national, regional, and local events. Community concerns also include barriers to programs, public services, and information. The establishment of an advisory board to the City Council would provide an inclusive community engagement pathway to better understand the problems facing Tumwater and contribute creative solutions.

The purpose of the proposed Tumwater Equity Commission would be to identify and promote activities related to city services and facilities that foster a more welcoming community. The Commission would enhance participation from underrepresented community members and address existing gaps and barriers that may prevent full engagement in city governance and public policy. The commission would also provide recommendations to the City Council to improve local government practices and policies.

The proposed Commission includes seven general members. Six members must reside in the City of Tumwater and one may reside in the Urban Growth Area. The Assistant City Administrator will staff the Commission. The draft ordinance was presented to Council at the October 14, 2025 Worksession. Council agreed to place the draft ordinance on the next Council Meeting agenda under considerations.

3) Policy Support:

This effort aligns with the intent of **TMC 2.64 Tumwater participation – Thurston Council on Cultural Diversity and Human Rights**; an advisory group that is no longer available.

Tumwater's values of PEOPLE: People, Environment, Opportunity, Partnership, Learning, and Excellence.

Refine and sustain a great organization: Review plans, policies, and documents for potentially racist and biased language.

4) Alternatives:

☐ n/a

5) Fiscal Notes:

Staff time will be allocated to this effort.

6) Attachments:

A. Draft Ordinance O2025-017 Establishment of the Tumwater Equity Commission

ORDINANCE NO. O2025-017

AN ORDINANCE of the City Council of the City of Tumwater, Washington, adding a new chapter 2.60 to the Tumwater Municipal Code, establishing an Equity Commission to identify and address challenges of inequity through policy improvement, inclusive activities, and educational partnerships.

WHEREAS, the historical memory of Tumwater begins with Coast Salish peoples, whose descendants are members of the tribes now known as the Nisqually, the Squaxin Island, the Confederated Tribes of the Chehalis Reservation, and the Cowlitz who gathered shellfish and frequented the inlets and prairies of Puget Sound since time immemorial; and

WHEREAS, the first Euro-American colony of New Market thrived due to the generosity and hospitality of black pioneer George Bush, who together with wife Isabella, provided support and welcome to immigrants and community members while also facing the challenges of racism and conflict in 19th century America; and

WHEREAS, in the years after New Market became Tumwater, German immigrant Leopold Schmidt and his family invested a lifetime of labor and innovation in the Olympia Brewing Company, a major employer in the region and cultural touchstone for the country; and

WHEREAS, the success of individuals does not indicate that the efforts to address and repair the deeply rooted systemic inequities in the United States and Tumwater are complete. The Tumwater City Council acknowledges that significant work remains to be done and that members of the Tumwater community continue to experience varying levels of systemic oppression and discrimination; and

WHEREAS, the City Council values above all else PEOPLE – defined as People, Environment, Opportunity, Partnership, Learning, and Excellence; and

WHEREAS, the City Council respects the diverse people that make up the social fabric of our community and strives to be inclusive of all people regardless of age, race, color, ability, gender, religion, sexual identity, or national origin. Tumwater welcomes all.

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

Section 1. A new chapter 2.60, Equity Commission, is hereby added to Title 2 of the Tumwater Municipal Code to read as follows:

2.60.010 Creation

There is hereby created an Equity Commission which shall perform all of the duties and shall have all of the authority hereinafter set out.

2.60.020 Purpose

The commission's purpose is to identify and promote activities related to city services and facilities that foster a more welcoming community. It aims to enhance participation from underrepresented community members and address existing gaps and barriers that may prevent full engagement in city governance and public policy. The commission will provide recommendations to the City Council to improve local government practices and policies.

2.60.030 Membership – Terms

A. The commission shall consist of seven general members who reside in the city of Tumwater. One general member may reside in Tumwater's urban growth area. Commissioners shall be appointed by the mayor, which appointment shall be subject to confirmation by the city council. The members shall be selected without respect to political affiliations.

B. The original appointment of members to the Equity Commission shall be as follows: three for two years, four for three years. Thereafter, appointments shall be made for a three-year term. Vacancies shall be filled by the mayor for the unexpired term in the same manner as the original appointment.

C. A simple majority of the currently appointed membership of the Equity Commission shall constitute a quorum.

D. The commission members shall not receive any salary or other compensation for services rendered on the commission.

E. Vacancies occurring otherwise than through the expiration of terms shall be filled for the remainder of the unexpired term in the same manner in which the original appointment was made.

F. Members may be removed from the commission prior to the expiration of their term of office by the mayor, pursuant to Tumwater Municipal Code 2.54.

2.60.040 Organization – Records

A. The commission shall select its own chairperson from within its membership and may create such other offices and adopt all rules as it may deem necessary for the orderly conduct of its business.

B. An accurate record shall be kept of the proceedings of all meetings. These records shall be public and a copy thereof shall be transmitted to the city clerk after each meeting.

2.60.050 Commission duties and responsibilities

The commission shall have the power and it shall be its duty, subject to such rules and regulations as may from time to time be prescribed by ordinance, to:

1. Provide awareness and feedback to the Mayor and City Council on issues of inequity in City facilities and services; and
2. Identify existing gaps and barriers which could prevent full participation in government and public policy; and
3. Seek greater participation from underrepresented community members in city activities, including events, governance, and public policy.

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 thirty (30) days after passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 20__.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council
 FROM: Brian Hurley, Fire Chief
 DATE: October 21, 2025
 SUBJECT: Intergovernmental Agreement with Thurston County Medic One for Advanced Life Support Funding

1) Recommended Action:

Authorize the Mayor to sign the Intergovernmental Agreement with Thurston County Medic One for Advanced Life Support Funding.

This agreement was recommended for approval under considerations by the Public Health and Safety Committee at the October 14, 2025 meeting.

2) Background:

The Tumwater Fire Department has a long partnership with Thurston County Medic One providing both Basic Life Support (BLS) and Advanced Life Support (ALS) services in the City and County. TFD Paramedic/Firefighters staff Advanced Life Support Medic Units in Tumwater (M5 and M8) and Rochester (M14). The agreement provides for salary, benefit, and overtime support for 27.5 Paramedic/Firefighters positions and one Medical Services Officer. Funding also provides for supplies and equipment, training, management oversight, facility space rental, vehicles, and fuel. This is a three-year agreement that if approved, will be effective January 1, 2026.

3) Policy Support:

Provided and Sustain Quality Public Safety Services

- Ensure timely, efficient, and effective public safety response in our community.
 - Explore and implement partnerships to improve efficiency of service delivery.
-

4) Alternatives:

☐ Do not recommend

5) Fiscal Notes:

In addition to salary, benefit, supplies, and equipment support changes include:

- Additional \$32,400 annually for lease space (dorms, communal space)
 - Increase in support for paramedic training from \$50K to \$75K
 - Additional FTE to support training (0.5 FTE in 2027 and 0.5 FTE in 2028)
-

6) Attachments:

A. Intergovernmental Agreement with Thurston County Medic One for Advanced Life Support Funding

INTERGOVERNMENTAL EMS CONTRACT

THIS CONTRACT is made and entered into in duplicate originals by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and the **CITY OF TUMWATER**, a municipal corporation, hereinafter referred to as the 'AGENCY';

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

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

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

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

WHEREAS, certain local agencies have the resources including human resources available to provide such services at the requisite level of quality and training; and

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

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

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

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

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

I. SERVICES

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract and as detailed in Exhibit "A" attached hereto and made a part hereof.
- B. The COUNTY shall purchase and provide all materials and equipment necessary for the full performance of this Contract by AGENCY except as provided in Section IV (E.) of this Contract.
- C.1. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with vehicles designed and equipped to furnish emergency medical services as required by law, twenty-four (24) hours a day, seven (7) days a week. AGENCY agrees to maintain said vehicles at all times so that they meet the following

standards: State of Washington Department of Health; Office of Emergency Medical Services and Trauma Systems as contained in Chapter 18.73, Chapter 18.71 and Chapter 70.168 RCW; and all applicable Washington Administrative Codes and regulations in effect at the time of this Contract as written and hereafter amended. AGENCY agrees that such vehicles shall at all times be equipped with equipment necessary to provide the services contemplated by this Contract. Said vehicles and equipment shall remain the property of the COUNTY.

- C.2 In lieu of a County vehicle, the AGENCY may provide a mutually acceptable vehicle for which the COUNTY shall reimburse the AGENCY \$25.00 per day for each day said vehicle is in use as the paramedic response vehicle. Additionally, the COUNTY may provide a mutually acceptable vehicle for which the AGENCY shall reimburse the COUNTY \$25.00 per day for each day of said vehicle use as a Basic Life Support (BLS) response unit. Both the AGENCY and the COUNTY shall coordinate the use of these vehicles prior to their utilization as response units. "Use" is defined as: in working order and available for use by the AGENCY.
- C.3. The COUNTY may, with the approval of the AGENCY, provide the AGENCY with an additional vehicle designed and equipped to furnish emergency medical services as required by law. The AGENCY duties set out in Section I (C.1) and Exhibit "A" II (B.1.-4.) of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.
- C.4. Using a mutually agreed upon advanced notification process (email, phone call, or text message to designated Medic One staff), the AGENCY may remove a primary Medic Unit from the deployment model for paramedic-level and suppression-related training following notification to the COUNTY and coordination with partner agencies. The AGENCY shall monitor countywide radio communications for paramedic-level dispatches and should dispatches exceed the capabilities of the current in-service Medic Units, Out of Service (OOS) Medic Units shall be returned to service as soon as is safe and reasonable.
- C.5. Any changes to the existing countywide configuration of Advanced Life Support (ALS) unit dispatching and/or responses after the effective date of this Contract shall be approved by the Emergency Medical Services (EMS) Operations Committee and briefed to the Emergency Medical Services Council (EMS Council) prior to implementation. The dispatch configurations for all ALS Units in Thurston County as of the effective date of this Contract shall be briefed to Emergency Services Operations Committee. The COUNTY and AGENCY jointly develop performance measures for ALS Unit responses that shall continue to be monitored throughout the term of this Contract. Any outcome measures outside of established acceptable ranges at the end of each calendar year for the duration of this Contract shall be briefed to the EMS Operations Committee. Recommended mitigation strategies shall be jointly evaluated by the COUNTY and AGENCY to establish and implement necessary changes to ALS Unit dispatching, deployment, and/or distribution.

II. EFFECTIVE DATE; DURATION

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2026 (the "Effective Date"). This Contract shall terminate on December 31, 2028. This Contract may be extended for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior to termination. This Contract replaces and supersedes all prior agreements regarding the subject matter contained in this Contract. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

If the AGENCY or the COUNTY's administrative agency for the execution of this Contract (Thurston County Medic One) is subject to a change in governance through a process of regionalization, annexation, subcontracting, or other alterations to structure permissible in state statute, the COUNTY and AGENCY mutually agree to re-open the specific sections of this Contract directly impacted by the structural change in governance. The COUNTY and AGENCY mutually agree to maintain the established levels of compensation and reimbursement during the process of re-negotiation.

III. THE EMERGENCY MEDICAL SERVICES SYSTEMS COUNCIL

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

IV. COMPENSATION AND METHOD OF PAYMENT

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. Commencing on January 1, 2026, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this Contract in an amount equivalent to 80 percent (80%) of said costs up to 9.5-medic dual paramedic staffed units known as "Medic 5", 80 percent (80%) of said costs up to 9.5-medic dual paramedic staffed units known as "Medic 8," and 89 percent (89%) of said costs for the 9.5-medic dual paramedic staffed unit known as "Medic 14." The COUNTY shall continuously pay the aforementioned percentages of the costs for the 9.5-medic dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

Commencing on January 1, 2027, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this Contract in an amount equivalent to 80 percent (80%) of said costs up to 10.0-medic dual paramedic staffed units known as "Medic 5," 80 percent (80%) of said costs up to 9.5-medic dual paramedic staffed units known as "Medic 8," and 89 percent (89%) of said costs for the 9.5-medic dual paramedic staffed unit known as "Medic 14." The COUNTY shall continuously pay the aforementioned percentages of the costs for the dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

Commencing on January 1, 2028, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this Contract in an amount equivalent to 80 percent (80%) of said costs up to 10.0-medic dual paramedic staffed units known as "Medic 5," 80 percent (80%) of said costs up to 10.0-medic dual paramedic staffed units known as "Medic 8," and 89 percent (89%) of said costs for the 9.5-medic dual paramedic staffed unit known as "Medic 14." The COUNTY shall continuously pay the aforementioned percentages of the costs for the dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

In addition, the AGENCY shall be reimbursed 80 percent (80%) of said costs for one (1) Medical Services Officer (MSO) that is currently a Thurston County certified paramedic. Said MSO shall not be counted when calculating the staffing allocation described herein. Reimbursement for this position shall be contingent on deliverables. The deliverables shall be developed jointly between the AGENCY and the COUNTY, approved by the Medic One Director, and reviewed annually. These deliverables shall be billable in quarterly installments following the quarter in which services were rendered. If deliverables within a quarter are met at 80% or greater, then full reimbursement shall be paid. If deliverables are met at 50%-79%, then 50% of the position value shall be paid. If deliverables are met at 49% or less, then 0% of the position shall be paid. The COUNTY and the AGENCY will jointly identify necessary training and skills that are needed for personnel tasked with quality improvement, training, exercises, pharmaceutical management, and other associated deliverables. This training will be covered as defined in Section IV (P.) of this Contract, should the training exceed the salary and benefits already covered by this paragraph.

Should the AGENCY elect to establish an EMS training officer, the officer shall be a currently certified Thurston County paramedic and shall be a response paramedic within the staffing allocation defined herein. The AGENCY shall notify the COUNTY upon establishment of the EMS training officer and shall notate the position on monthly invoices. Upon establishment, the AGENCY agrees to coordinate two (2) joint trainings

annually with each of the following three (3) Thurston County fire districts and/or municipalities:

Bucoda Fire Department
 South Thurston Fire & Rescue (Thurston County Fire District #12)
 West Thurston Regional Fire Authority

For the purposes of Section IV (B.) of this Contract cost of "paramedical services" shall be limited to the following:

1. SALARIES AND BENEFITS: The actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY for the paramedic and MSO personnel in accordance with the formulae listed above.
2. Overtime in an amount equivalent to six percent (6%) of projected annual base wages in accordance with the formulae listed above and excluding the MSO. The following formula shall be utilized for the Medic 5 and Medic 8 units: (Allotted Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment). The following formula shall be utilized for the Medic 14 unit: (Allotted Firefighter/Paramedic wage X 6% X 89%= Overtime Allotment).
3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and shall be reimbursed at 100%. The AGENCY shall submit to the COUNTY documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is either self-insured or is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY 80% of the payments received due to (or as a result of) disability claims that were previously billed to the COUNTY for this medic, whether received from a 3rd party payor or by self-insurance.

Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 3 consecutive shifts or less shall not be eligible for 100% Disability Overtime nor 100% Backfill. Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 4 consecutive shifts or greater as a result of an injury or illness are eligible for 100% Disability Overtime and 100% Backfill starting on the date of the initial shift the paramedic was off duty for the related illness or injury. The AGENCY shall submit available documentation or a signed attestation to the COUNTY in support of the disability reimbursement. Protected Health Information shall not be shared and other privacy rights of the paramedic on disability shall not be violated. The COUNTY reserves the right to

deny disability reimbursements for unsupported claims related to sick leave versus disability leave.

4. Overtime for backfill (except as required in Exhibit A, Section II (A.) of this Contract), special events Section IV (E.) or paramedic disability Section IV (B.3.) may be filled by any fully qualified personnel, at the discretion of the AGENCY. Reimbursement for said backfill may be requested by the AGENCY. In the case of backfill for paramedic disability, the eligible wage rate for reimbursement shall be limited to the amount equivalent to the paramedic personnel on disability who caused the vacancy.
 5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association (VEBA) Trust for Public Employees in the Northwest, the COUNTY shall reimburse the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a monthly basis.
- C. The AGENCY shall submit to the COUNTY a COUNTY-templated invoice no later than the last day of the month following the close of each pay period identified in Section IV (B.) of this Contract. Any modifications to the invoice template shall be sent from the COUNTY to the AGENCY no later than 15 business days prior to the start of the billing period for which the change will be initiated. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31st with no extension of the deadline.
 - D. The COUNTY shall initiate authorization for payment after receipt of the invoice required in Section IV (C.) and receipt of any required periodic reports identified in Exhibit "A", Section II (B.3.), of this Contract and shall make payment to the AGENCY within thirty (30) days thereafter.
 - E. The COUNTY shall reimburse the AGENCY 100 percent (100%) for expenses incurred by the AGENCY as set forth in Exhibit "A" Section II (B.3.) and Section II (B.4.) of this Contract and for other services rendered at the written direction of the COUNTY. (For example: MPD required medical education or ride-along time, CBD trainer, oral boards)
 - F. The AGENCY may submit expenses incurred by the AGENCY in support of Basic Life Support (BLS) services. These services shall be reimbursed from the AGENCY's BLS funds and shall not be reimbursable in the event that the AGENCY's BLS funds are exhausted.
 - G. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the purchase, under emergency conditions, of equipment/supplies necessary for performance of this Contract. The AGENCY shall submit to the Thurston County Medic One Office, an invoice, executed in accordance with Section IV (B.,C.) no later than the last day of the month following the month of purchase. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For

December invoices submitted in January, the deadline shall be 5 business days prior to January 31st with no extension of the deadline.

- H. The COUNTY shall pay for all vaccinations, including Hepatitis B, that are required for entry into Providence St. Peter's Hospital (PSPH) Operating Room. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up titers, to ensure the vaccine was successful. Vaccination records and results of all titers shall be kept at the AGENCY and made available to Medic One and PSPH upon request. All paramedics shall receive all vaccinations necessary to be eligible for PSPH Operating Room entry.

If a vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots must be restarted due to the failure of a paramedic to obtain the shots on schedule, other than when a medical condition precludes the timely completion of the vaccination series, the AGENCY shall pay for the second vaccine procedure.

If a paramedic refuses vaccination, a signed declination, approved by PSPH and compliant with current Washington State law, shall be completed by the AGENCY and must be provided to PSPH and Medic One upon request. Vaccination or signed release must be initiated within three (3) months of hire and kept at the AGENCY.

- I. The COUNTY shall reimburse the AGENCY 50 percent (50%) of the cost for six (6) self-contained breathing apparatus (SCBA), to be placed in the primary Medic One vehicles operated by the AGENCY pursuant to Section I (C.1., or C.2.). The AGENCY shall be responsible for the routine maintenance of the SCBA. It is agreed that the anticipated normal service life of the SCBA is five (5) years if subjected to normal wear and tear. In the event that the SCBA is subjected to extensive damage beyond normal wear and tear, and part or all needs to be replaced prior to the anticipated five year service life, such replacement shall be paid on the basis of 50 percent (50%) by the COUNTY and 50 percent (50%) by the AGENCY. The COUNTY shall reimburse the AGENCY 25 percent (25%) for the cost of SCBAs placed on the COUNTY assigned reserve Medic One vehicles. Reserve vehicle SCBAs are subject to the other requirements of this paragraph using this 25 percent (25%) COUNTY reimbursement formula.
- J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of AGENCY issued clothing, including bunker gear, for each new paramedic hired. The AGENCY shall maintain and replace the issued clothing due to normal wear and tear or 10 years whichever comes first. If the issued clothing ensemble is destroyed or damaged beyond what can be considered normal wear and tear while conducting paramedic services, and requires replacement sooner than normally expected, the COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of such replacements. The COUNTY shall reimburse 100 percent (100%) of the cost of AGENCY required ballistic body armor for personnel under this Contract. The AGENCY agrees to provide protective clothing which meets or exceeds current applicable NFPA, and/or WAC standards.
- K. The COUNTY shall reimburse 80 percent (80%) of the costs of annual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their

firefighting personnel. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exams given to a paramedic candidate hired to fill a vacancy.

- L. The COUNTY shall reimburse the AGENCY for laundry expenses directly associated with providing paramedic personnel to meet contractual obligations (i.e., linens, bedding, coveralls). Reimbursement is based on the following formula: The product of total laundry costs multiplied by the ratio of paramedics to operations division personnel multiplied by 80%.
- M. The COUNTY shall reimburse the AGENCY a total of \$11,007.36 annually for fire station building space dedicated to the Medic 5, Medic 5-2, and Medic 8 vehicles. Reimbursement is based on the following formula for each unit's footprint and required setbacks as follows: *392 square feet (22 feet by 8 feet, and 3-foot setbacks on all sides) x \$0.78 per square foot x 3 vehicles x 12 months*. **CPI Escalation Clause:** In March of each year, the COUNTY shall adjust the lease amount for building space and vehicle storage based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region and shall adjust the rate of this Contract retroactive to January 1 of the year. The COUNTY shall notify the AGENCY of the rate change, and the rate modification shall be calculated for each calendar year of this Contract.
- N. The COUNTY shall reimburse the AGENCY \$32,400.00 annually for fire station office space, dorms, ALS supply storage, and communal space (kitchen, bathrooms, living areas, gyms, etc.). This shall encompass the costs associated with maintenance, wear and tear, and all utilities at two (2) fire stations. Reimbursement is based on the following formula: *900 square feet x \$18.00 per square foot x 2 stations per year*. **CPI Escalation Clause:** In March of each year, the COUNTY shall adjust the lease amount for building space and vehicle storage based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region and shall adjust the rate of this Contract retroactive to January 1 of the year. The COUNTY shall notify the AGENCY of the rate change, and the rate modification shall be calculated for each calendar year of this Contract.
- O. The COUNTY shall initiate authorization for payment after receipt of the AGENCY'S invoice required in Section IV (C.), Section IV (E.), and Section IV (F.) detailing eligible costs under this Contract and shall make payment to the AGENCY within thirty (30) days thereafter. The AGENCY shall provide appropriate documentation of requested costs.
- P. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's mandatory monthly "in-service" lecture/run review, and when required by the Medical Program Director, or Director's designees, to attend trainings, which are in excess of the requirements for recertification through the Washington State Department of Health. (For Example: software training, medical equipment training, remedial education).

Additionally, the COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics at the direction of the Medic One Director for required

trainings in support of MSO deliverables when said required trainings exceed the negotiated reimbursement.

- Q. The COUNTY shall provide the AGENCY one annual reimbursement of \$20,000.00 per frontline paramedic unit to offset costs associated with managing the Medic 5, Medic 8, and Medic 14 paramedic units in the Medic 5, Medic 8, and Medic 14 paramedic zones. The total annual reimbursement shall be \$60,000.
- R. The COUNTY shall budget \$450,000 annually for paramedic-in-training support. Each of the three (3) EMS/ALS contract agencies shall be allowed two (2) paramedic-in-training positions annually but, by formal agreement between each agency and the COUNTY, an agency may choose to release its annual paramedic-in-training position for use by another EMS/ALS contract agency. The COUNTY shall reimburse the agency incurring the cost for paramedic-in-training. The AGENCY shall submit the reimbursement claim on standard contract reimbursement forms identifying the approved paramedic-in-training by name. The AGENCY shall formally notify their ALS partner agencies of any unused positions.

The COUNTY shall reimburse the AGENCY \$75,000 fixed payment in two equal installments, one at the beginning and one at completion. If the student is unsuccessful, the second half shall not be reimbursed. To be eligible for the reimbursement, the AGENCY must demonstrate the following:

1. The student is currently employed by the AGENCY; and
2. Is up-to-date on training and is an affiliated Thurston County EMT; and
3. Has undergone an AGENCY designed and MPD approved selection process; and
4. Has successfully gained valid paramedic certification in Washington State; and
5. Has passed the Thurston County Medic One established evaluation process.

Should the AGENCY identify a paramedic candidate that is under contract with another place of employment as a result of an educational agreement, the AGENCY may use up to \$15,000 of their allotted training funds, identified herein, to apply toward the purchase of said paramedic candidate's contract (contract "buyout"). In order to be eligible for this reimbursement, the AGENCY must demonstrate that the candidate has completed items 1, 4, and 5 listed above.

- S. If the AGENCY employs more than the allotted paramedics per Medic Unit, the COUNTY shall reimburse the AGENCY the wage differential between assigned position levels and equivalent paramedic step salary for up to two (2) per medic unit. These paramedics are eligible for 100% OT reimbursement for attending in-service and shall be supported through the Washington State Department of Health approved paramedic recertification process for Thurston County.
- T. 1. In the event that the AGENCY, or the COUNTY, needs to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited

period of time, the allowance for a single paramedic unit with an EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic, extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operation of eight (8) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.

2. It is the expressed preference of the COUNTY that all contracted paramedic units be staffed 24 hours per day with dual-paramedic configuration in accordance with Exhibit A, Section II. In the event unforeseeable circumstances arise as defined by Section IV (T.), this will constitute the agreed upon process for staffing a unit with an EMT/paramedic configuration for a limited timeframe.

a. The AGENCY will make reasonable efforts to fill the open paramedic position with a Thurston County affiliated paramedic and in accordance with AGENCY labor agreements and/or cooperative interlocal agreements among other agencies who hold an active ALS contract with the COUNTY.

b. The AGENCY will notify COUNTY prior to the implementation of any alternative staffing models with the Medic Unit affected, the timeframe the alternative model will be utilized, and the reason for alteration. Notification will be made via phone/text/email to the Medic One Office. Lack of contact will not preclude implementation of the alternative staffing model. A follow-up communication will be sent to the Director at the earliest convenient time.

c. Any EMT/paramedic Medic Unit shall be staffed in the same physical location and is considered a transport-capable unit.

d. For the purpose of this staffing model, "Thurston County Protocol" within the 2026-2028 ALS Contract shall be defined to include Thurston County Protocols, as well as MPD policies and procedures.

U. The COUNTY shall budget \$75,000 annually for SWAT paramedic salary and benefit support. Each of the three (3) EMS/ALS contract agencies shall be allowed 1 designated SWAT paramedic annually that has been identified by the AGENCY and that has been approved by the Thurston County Sheriff's Office or other SWAT agency and the Thurston County Medical Program Director. The funding per agency shall be limited to \$25,000 annually per designated SWAT paramedic. The AGENCY may choose to release its designated SWAT paramedic position to another ALS contract agency through written notification of the transfer to the COUNTY. A fully executed intergovernmental agreement between the AGENCY and the Thurston County Sheriff's Office is necessary for fund eligibility. The following obligations for the COUNTY and the AGENCY apply:

1. The AGENCY agrees to meet and coordinate efforts with the Thurston County Sheriff's Office or other SWAT cooperative, including fully executing an intergovernmental agreement, to ensure an efficient, coordinated, and harmonized response by SWAT in the event of an emergency. Response and

training shall follow standard Incident Command System (ICS) in compliance with National Incident Management System (NIMS).

2. The COUNTY agrees to pay up to \$25,000 solely for salaries and benefits resulting from training and response for designated SWAT paramedics.

3. The COUNTY agrees to provide medical equipment as defined in the Contract.

- V. The COUNTY agrees to provide coordination with AGENCY personnel and instructors/evaluators regarding lesson planning, content creation (when necessary), scheduling, written exam creation and identification of a physical location for up to two ALS Academies per year.

The ALS Academies shall be staffed with a combination of AGENCY personnel, COUNTY personnel, and subject matter experts. The AGENCY agrees to provide MPD-approved paramedic instructors and evaluators necessary for ALS Academy. The County shall provide the Agency no less than 30 days advance notice of the number of instructors and evaluators that are necessary for each Academy. AGENCY personnel costs shall be eligible for 100% reimbursement, up to an aggregate maximum of \$40,000 per ALS Academy.

All participants in the ALS Academy shall be employees of the AGENCY and shall be certified and meet the requirements described in Exhibit A, Section II (A.1.) on commencement of the ALS Academy. The COUNTY shall affiliate all ALS Academy attendees with Thurston County prior to the commencement of the ALS Academy.

The COUNTY agrees to pay the salaries and benefits described in Section IV of this Contract throughout the entirety of the ALS Academy. Paramedics shall receive written notification that the ALS Academy is a condition of employment by the AGENCY when granted a conditional offer. This condition of employment shall be submitted to the COUNTY prior to reimbursement to the AGENCY for the ALS Academy and associated salaries and benefits of paramedic participants. Should an attendee be terminated prior to the successful completion of the ALS Academy, the COUNTY shall cease reimbursement on the final day of ALS Academy attendance.

Successful completion of the ALS Academy shall be determined by the MPD for Thurston County and in partnership between the COUNTY and the AGENCY.

Fire Academy: Upon successful completion of the ALS Academy, the COUNTY shall continue to reimburse salaries and benefits listed in Section IV until the commencement of the attendee's fire academy, should fire academy be necessary. The AGENCY shall not be reimbursed for a paramedic's salaries and benefits during the time they are enrolled in fire academy. This period shall be defined from the first day of fire academy until the first day that the paramedic returns to the AGENCY's paramedic staffing configuration following completion of the fire academy.

W. STARTUP COSTS

The COUNTY shall reimburse up to \$475,000 for costs associated with the establishment and deployment of Medic Unit 8. Eligible costs for reimbursement may include temporary housing costs associated with the implementation of Medic Unit 8, items specifically identified within the Contract, improvements to the facility in which Medic Unit 8 will be situated, and other costs which the AGENCY identifies as reasonable and necessary for establishing and deploying Medic Unit 8. For the sole purpose of the establishment of Medic Unit 8, the stipulations limiting the ability of the AGENCY to request reimbursement for salaries and benefits regarding Fire Academy, shall be waived for the use of these funds. All reasonable requests for reimbursement related to the establishment and deployment of Medic Unit 8 will be approved.

The establishment of this reimbursement threshold and process shall not create any precedent for any future negotiations; it may not be referenced or cited to support any future reimbursement process, or for any other reason; it does not create any past practice and is intended to be a singular occurrence.

The AGENCY agrees to comply with applicable procurement laws in the process of contracting for the goods and services which it will request reimbursement for. The AGENCY may not seek reimbursement for anything that is reimbursed or paid for by any other entity, fund, or grant; in effect, only costs which are fully borne by the AGENCY are eligible for reimbursement. Likewise, the AGENCY shall not seek reimbursement for any cost which is eligible for reimbursement through another process contained in this Contract.

After the initial reimbursement of \$475,000, the COUNTY shall not be responsible for any future building improvement costs associated with Medic Unit 8. Responsibility for any structural modifications or facility enhancements that may arise in the future shall be the responsibility of the AGENCY. This does not include or limit negotiations for lease payments related to the residential space for Medic Unit 8.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

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

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

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for at least six (6) years after its expiration. The AGENCY agrees that the

COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

VI. STANDARDS FOR PARAMEDIC TRAINING

The AGENCY shall require each paramedic operating a COUNTY vehicle to be trained as prescribed in WAC 246-976. The AGENCY shall, upon completion of the initial training and renewal every three years, thereafter, provide the COUNTY documentation that each paramedic is in compliance with the aforementioned training standard.

VII. ASSIGNMENT/SUBCONTRACTING

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

VIII. FUTURE SUPPORT

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

It is the expressed desire of the AGENCY to assure that the basic compensation formula Section IV (B.) and any other methods and formulas in general, shall be made a part of any future contract negotiations. The AGENCY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract.

IX. COMPLIANCE WITH LAWS

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

In addition, should the AGENCY willfully violate Washington State regulations, and Medical Program Director directives, surrounding the credentialing and onboarding of paramedics, the AGENCY forfeits all applicable compensation defined in Section IV for a period of one month for

the offending employee and the supervising paramedic. This does not preclude the AGENCY from supporting observational-only rides throughout the onboarding process.

X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

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

XI. RELATIONSHIP OF PARTIES

- A. The parties agree that an independent contractor relationship is created by this Contract. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.
- B. The COUNTY shall not exercise control and direction over the work of the AGENCY and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.
- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

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

FIRE CHIEF
TUMWATER FIRE DEPARTMENT
555 ISRAEL ROAD SW
TUMWATER, WA 98502

- E. In the event that the COUNTY the AGENCY reach an impasse regarding a material portion of this Contract, the COUNTY and the AGENCY may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third-party entity shall be mutually agreed upon by the parties prior to engagement of the neutral third-party entity. Further, the parties shall agree to the purpose for which the neutral third-party entity shall be engaged and said purpose shall be reduced to writing and signed by the parties. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third-party fact-finding services and recommendation shall be borne equally by the parties.

XII. POLITICAL ACTIVITY PROHIBITED

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

XIII. INDEMNIFICATION; HOLD HARMLESS

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

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

XIV. INSURANCE

- A. The COUNTY shall for the duration of this CONTRACT, self-insure or provide insurance coverage for vehicle damage to all vehicles provided under Section I (C.1.) of this Contract.
- B. The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expenses as it pertains to COUNTY-provided Medic Units and AGENCY-provided paramedic personnel as stipulated herein:
 1. Professional Legal Liability:
The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the AGENCY'S services as defined by this Contract including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Contract.
 2. Commercial General Liability:
The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Contract or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
 3. Business Automobile Liability:
The AGENCY shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$2,000,000.00 each accident combined bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
 4. Worker's Compensation:

The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.

5. Verification of Coverage and Acceptability of Insurers:

The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance contract shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

- (a) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

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

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

6. Other Insurance Provisions:

- (a) The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.

- (b) Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
 - (c) The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (d) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (e) The AGENCY shall meet all of the insurance requirements in Sections 5. and 6. by its participation as a member of the Washington Cities Insurance Authority, which includes contractual liability coverage.
- 7. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of medical malpractice insurance premiums.
 - 8. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of general and auto liability insurance premiums associated with this Contract.
 - 9. The Agency shall submit to the Thurston County Medic One office an invoice, no later than November 1st, for reimbursement of the cost of insurance as described in Section XIV (B.1.) and Section XIV (B.2.) and Section XIV (B.3.) The AGENCY shall provide documentation with the invoice that supports the amount invoiced.
- C. In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in Section XIV (B), by proof of coverage afforded by the Washington Cities Insurance Authority (WCIA).

XV. TREATMENT OF ASSETS

- A. Title to all property furnished by the COUNTY shall remain in the name of the COUNTY.
- B. Title to all nonexpendable personal property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the COUNTY.
- C.1. The COUNTY shall be responsible for any loss or damage to property of the COUNTY incurred in the performance of the Contract which results from:
 - (a) Normal wear and tear;
 - (b) Road hazards not reasonably foreseeable;
 - (c) As among the parties to this Contract, the negligence of a person not a party to this Contract;
 - (d) Theft and vandalism.

- C.2. Any other loss or damage to property of the COUNTY incurred in the performance of this Contract shall be borne in the following manner:
- (a) The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
 - (b) The COUNTY shall be responsible for the remainder.
- C.3. The AGENCY shall be responsible for any loss or damage to property of the COUNTY when such loss or damage results from:
- (a) Willful misconduct or negligence on the part of the AGENCY or its employees.
 - (b) Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Contract.
 - (c) Vendor warranties do not cover the cost of the damage due to misconduct or negligence as determined by the vendor.
- D. Upon the happening of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, whether or not covered by Section XV (C.1.-C.3.) of this Contract, the AGENCY shall take all reasonable steps to notify the Medic One Administrator, of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.
- E. The AGENCY shall surrender to the COUNTY all property of the COUNTY within fifteen (15) days after rescission, termination or completion of this Contract unless another date for surrender of said property is mutually agreed upon by the parties.

XVI. SUSPENSION, TERMINATION AND CLOSE-OUT

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

- A. Suspension: If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written notice of intent to suspend the Contract and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) days following written notification of suspension to the

AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended and shall specify the effective date of the end of such suspension.

- B. Termination for Cause by County: If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination and shall set forth the reasons for termination. The COUNTY shall not give less than 60 days' notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

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

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XVI (A.).

- C. Termination for Cause by Agency: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.

- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated.
 2. By either party with the mutual consent of the other party, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if

the anticipated sources of revenue do not become available for use in purchasing said services. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

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

XVII. JURISDICTION

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

XVIII. SEVERABILITY

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

XIX. ENTIRE AGREEMENT

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

DATED: _____

CITY OF TUMWATER

DATED: _____

BOARD OF COUNTY COMMISSIONERS

MAYOR_____
DIRECTOR, Ben Miller-Todd
THURSTON COUNTY EMERGENCY SERVICES

ATTEST:

ATTEST:

CLERK CITY OF TUMWATER_____
CLERK OF THE BOARD

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY_____
By: Karen Kirkpatrick, City Attorney_____
By: Karen Horowitz, Deputy Prosecuting Attorney

EXHIBIT A: SERVICES**I. SERVICE AREA**

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 5", "Medic 8", and "Medic 14." The normal paramedic service area will be the areas known as the "Medic 5 Tumwater" zone, "Medic 8 Tumwater zone", and "Medic 14" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 5 (Station T-1), Medic 8 (Station T-2), and Medic 14 (Station 1-1) zones. The COUNTY is required to notify the AGENCY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system and Medic Units will be considered a COUNTY resource for response and coordination purposes.

II. SERVICES

- A. The AGENCY shall provide six (6) Thurston County approved and Washington State certified "Physician's Trained Advanced Emergency Medical Technician and Paramedic" or "Paramedic" to staff three (3) ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day seven (7) days a week except as provided in Section IV (U.) of the Contract. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.
 - 1. The requirements for a "Physician's Trained Advanced Emergency Medical Technician and Paramedic" or "Paramedic" are defined under RCW 18.71.205 and Chapter 246-976 WAC.
 - 2. The requirements for an equipped ambulance are defined under Chapter 18.73 RCW and Chapter 246-976 WAC.
 - 3. The authority of the State designated supervising physician is defined under RCW 18.71.205 and Chapter 246-976 WAC.
- B. The AGENCY and the COUNTY are responsible for supplies, purchasing and ambulance maintenance as follows:
 - 1. The AGENCY shall purchase fuel, oil and other vehicle supplies for any vehicles provided under Section I (C.1-C.4.) of this Contract. The AGENCY shall either be reimbursed by the COUNTY or forward bills to the COUNTY for payment directly from the Supplier; depending on the convenience of the COUNTY.
 - 2. The AGENCY shall maintain records of fuel consumption.
 - 3. AGENCY shall accomplish or coordinate routine maintenance which is servicing of such vehicles of at least minimum level of the written specifications as provided by the manufacturer of the vehicle and shall coordinate with the COUNTY'S EVT (Emergency Vehicle Technician) contracted maintenance

AGENCY to provide said maintenance. Reimbursement shall only be for services provided by other than paramedic personnel. The COUNTY'S maintenance provider shall be the COUNTY'S designated EVT maintenance agency or a mutually acceptable alternative. Daily, weekly, and/or monthly inspections shall be completed according to AGENCY policy and made available to the COUNTY upon request.

4. The AGENCY shall coordinate repairs and maintenance of such vehicles other than routine as needed. Such services shall be coordinated with the COUNTY and the COUNTY shall be notified and must approve in advance, except under emergency conditions, any repair expected to exceed \$1,000.00. Request for payment shall be submitted to the COUNTY in a timely manner, not to exceed sixty (60) days after completion of work.
5. A thirty (30) day level of pharmaceuticals will be posted and issued annually based on the previous year's utilization by the AGENCY. The ePCR software platform that is provided by the COUNTY to the AGENCY will be utilized to ascertain the pharmaceutical stocking levels necessary.

Additionally, the COUNTY will define stocking levels for medical supplies, equipment, and pharmaceuticals in all county-owned apparatus through an advisory body made up of AGENCY MSOs from ALS contracting agencies.