



CITY OF
TUMWATER

**CITY COUNCIL WORK SESSION
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater Fire Department
Headquarters, EOC, 311 Israel Rd. SW,
Tumwater, WA 98501**

**Tuesday, January 23, 2024
6:00 PM**

1. Call to Order
2. Roll Call
3. CDBG Prioritization and Contingencies Discussion (Brad Medrud)
4. Contract with the State Department of Commerce for the 2025 Comprehensive Plan Climate Planning Grant (Brad Medrud)
5. Mayor/City Administrator's Report
6. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/88968208650?pwd=VjU2UkF1UDBmZG91eWs1VDF1aHk4UT09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 889 6820 8650 and Passcode 650498.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 4:00 p.m. the day of the meeting. Comments are submitted directly to the Councilmembers and will not be read individually into the record of the meeting.

Post Meeting

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

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please

contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us

TO: City Council
FROM: Brad Medrud, Planning Manager
DATE: January 23, 2024
SUBJECT: CDBG Prioritization and Contingencies Discussion

1) Recommended Action:

Discuss and provide guidance to staff on the City’s priorities of the 2024 federal Community Development Block Grant (CDBG) funding process. Schedule late April meeting of the Budget and Finance Committee to hear presentations by applicants and City Council consideration of the Budget and Finance Committee recommendation for early May.

2) Background:

In 2015, Thurston County became an Entitlement County in regard to federal CDBG funds. Pursuant to an interlocal agreement, Tumwater shares the annual CDBG funding on a three-year rotation with south Thurston County and the City of Lacey. The City of Olympia has its own entitlement and is not part of the three-year rotation. Tumwater received funds in 2015, 2018, and 2021, and will do so again in 2024. The City contracts with the Thurston County housing staff to provide the administration of the funds.

On a three-year cycle, the City issues Requests for Proposals (RFPs) for federal CDBG funds. In past years, the RFPs have been for services and capital projects that benefit low- and moderate-income persons in designated census tracts. In 2018 and 2021, the City prioritized affordable housing and public service activities and did not consider applications for public facilities or economic development.

3) Policy Support:

Strategic Priority to Build a Community Recognized for Quality, Compassion and Humanity with a goal of “Work with government, non-profit, and private partners to develop and implement a performance-based plan for affordable housing and to address homelessness.”

Housing Element Goal H-3: To provide adequate, affordable housing for residents of all income groups, including sufficient housing affordable to low and moderate-income groups.

4) Alternatives:

None.

5) Fiscal Notes:

The exact amount of CDBG available for allocation by the City in 2024 is still being determined. The amount available each year is determined by Congress through the U.S. Department of Housing and Urban Development (HUD) and is generally about one million dollars. Typically, Thurston County retains 20% to cover administrative costs.

6) Attachments:

- A. Memorandum
- B. Presentation

MEMORANDUM



Date: January 23, 2024
To: City Council
From: Brad Medrud, Planning Manager

CDBG Prioritization and Contingencies Discussion

On a three-year cycle, the City issues Requests for Proposals (RFPs) for federal Community Development Block Grant (CDBG) funds. In past years, the RFPs have been for services and capital projects that benefit low- and moderate-income persons in designated census tracts. In 2018 and 2021, the City prioritized affordable housing and public service activities and did not consider applications for public facilities or economic development.

1 – Background

In 2015, Thurston County became an Entitlement County pursuant to federal CDBG funds. In accordance with an interlocal agreement, Tumwater shares the annual CDBG funding on a three-year rotation with south Thurston County and City of Lacey. The City of Olympia has its own entitlement and is not part of the rotation. Tumwater has had funds in 2015, 2018, 2021, and again in 2024 and contracts with Thurston County Public Health & Social Services Department housing staff to provide the administration of the funds.

The primary eligibility requirement for any CDBG funds is that the projector program principally benefits low- and moderate-income persons in designated census tracts. The U.S. Department of Housing and Urban Development (HUD) defines low and moderate income as a household that is at or below 80% of the median income for the area. HUD annually adjusts these income guidelines. Eligibility must be monitored for participants, or in the case of senior or houseless individuals, they are presumed to qualify.

The amount available each year is determined by Congress through HUD and is generally about one million dollars. Thurston County retains 20% of the total annual CDBG funding to cover the administrative costs. Up to 15% of the total annual CDBG funding may be used for social services and the remaining is designated for capital projects, economic development activities, public improvements, and public facilities. There are additional rules about eligible capital costs.

2 – Funding History

The history of previous awards is below. In previous years, the City issued an RFP for both services and capital projects. Proposals were not restricted specifically to those providing services inside the City of Tumwater, although the capital projects generally only occurred in

Tumwater. In 2018 and 2021, the City excluded public facilities and economic development from eligibility for services.

In issuing the RFP in 2018, the City made the following statement regarding priorities for funding:

The City of Tumwater is soliciting applications for Community Development Block Grant (CDBG) funding for eligible activities that provide affordable housing in Tumwater. In addition, up to 15% of the total CDBG allocation may be used for public services that serve low-income households, including job training; crime prevention; health services; services for homeless persons; substance abuse services; fair housing counseling; and education programs. Public service activities are available for services provided by organizations located in or locating to Tumwater, or that primarily serve residents of Tumwater. The public service funding is at the discretion of the City. Note that activities related to public facilities and economic development are eligible for CDBG funding and application materials may reference these types of activities. However, the City of Tumwater has prioritized affordable housing and public service activities and will NOT consider public facility or economic development applications.

In issuing the RFP in 2021, the City noted the following:

The City of Tumwater is soliciting applications for CDBG funding, which is available for projects that will either provide affordable housing in Tumwater or provide a public service to Tumwater residents. All projects must benefit low-and-moderate income persons.

Examples of eligible activities that would provide affordable housing include, but are not limited to:

- *Acquisition of real property that is or will be used to provide permanent affordable housing*
- *Repairs, rehabilitation and maintenance to homeowner occupied single-family homes (i.e. home repair program)*
- *Energy efficiency improvements to homeowner occupied single-family homes (i.e. weatherization program)*
- *Repairs and rehabilitation/preservation to multi-family rental units*
- *Repairs and rehabilitation/preservation to single-family rental units*
- *Water and sewer improvements in support of affordable housing units*
- *Homebuyer assistance (i.e. down payment assistance or buy down of a home's purchase price)*
- *Publicly owned infrastructure or offsite street improvements in support of housing units (i.e. repair or installation of streets, street drains, storm drains, curbs and gutters, or traffic lights/signs that are required per the City's permitting process in order to create or preserve housing units)*
- *Any combination of the above.*

Year	Organization	Activity	Amount
2015			
2015 Services			
	Boys & Girls Club of Thurston County	Scholarship Assistance	\$22,684.00
	Enterprise for Equity	Business and Financial Support Services	\$40,100.00
	Catholic Community Services SW	Community Kitchen	\$17,000.00
	Catholic Community Services SW	Drexel House	\$22,000.00
	Services Subtotal		\$101,784.00
2015 Capital			
	City of Tumwater	Pioneer Street Sewer	\$30,000.00
	Community Action Council	Deschutes Cove Sewer	\$504,838.00
	Homes First	Community Housing Development – Tumwater	\$116,936.52
	Rebuilding Together	Safe and Healthy Homes Program	\$33,351.21
	Safe Place	Community Service Center Improvements	\$40,000.00
	Capital Subtotal		\$725,125.73
2015 TOTAL			\$826,909.73
2018			
2018 Services			
	Boys & Girls Clubs of Thurston County	Scholarship Assistance	\$25,822.00
	Catholic Community Services SW	Community Kitchen	\$25,694.00
	Family Education and Support Services	Resilience Center Acquisition	\$120,000.00
	Services Subtotal		\$171,516.00
2018 Capital			
	Homes First	Affordable Rental Homes	\$437,480.00
	Interfaith Works	Regional Support for Community Care	\$32,236.00
	TOGETHER!	Tumwater Community Schools	\$92,699.00
	Union Gospel Mission	Genesis Acres Sewer	\$237,244.00
	Capital Subtotal		\$799,659.00
2018 TOTAL			\$971,175.00
2021			
2021 Services			

Year	Organization	Activity	Amount
	Boys & Girls Clubs of Thurston County	Tumwater Boys & Girls Clubs Scholarships for LMI Youth	\$56,640.00
	Catholic Community Services SW	The Community Kitchen (Tumwater – CDBG)	\$11,520.00
	Senior Services for South Sound	Home Share – Tumwater	\$16,047.65
	TOGETHER!	Tumwater Community Schools	\$100,000.00
		Services Subtotal	\$184,207.65
2021 Capital			
	Homes First	Affordable Rental Homes for Tumwater	\$200,000.00
	Housing Authority of Thurston County	Sequoia Landing – Phase II	\$267,414.44 ¹
	Rebuilding Together Thurston County	Critical Home Repairs – CDBG Tumwater	\$30,000.00
	SPS Habitat for Humanity	Critical Home Repairs – CDBG Tumwater	\$100,000.00
	SPS Habitat for Humanity	Tumwater Townhomes Buy Down	\$300,000.00
		Capital Subtotal	\$897,414.44
2021 TOTAL			\$1,081,622.09

The complete RFQ from 2021 is available at [2021 RFQ](#).

3 – Process

After the City Council determines the parameters for awarding the funds in this cycle, Thurston County Public Health & Social Services staff will administer the RFP, if it is desired, and any subsequent selection process. If an RFP is chosen for some or all the funds, the City Council will have to make decisions on how the funds will be allocated. That could be done by the City Council as a whole or by a committee. Presentations from applicants may or may not be required. Those decisions would have to be made by the City Council.

The City's selection of projects are recommendations that go to the County Board of Commissioners who have the final authority; as Thurston County is the legal entity for receiving the funds from HUD. Tumwater's decisions need to be made by late April or early May to allow

¹ The Council voted to award this amount upon the condition that the applicant is able to purchase the property by September 1, 2022. The Council unanimously decided that were the applicant to refuse the funding award or were it unable to meet the conditions of the award that the Council might first consider funding the applicant's purchase of the Oyo Tumwater hotel for conversion into multifamily rental units. If the Oyo project were found to be ineligible to receive CDBG funds, not a viable project or otherwise not suited for CDBG funds, the funding would then be distributed among Habitat for Humanity's Townhome Buy Down project and Homes First's Affordable Rental Homes with \$167,414.44 provided to Habitat and \$100,000 of the award provided to Homes First. Council further deliberated this item at the May 4, 2021 Tumwater City Council meeting.

Thurston County Public Health & Social Services staff to perform a risk assessment of projects and a few other activities in preparation for setting a public hearing, presenting the draft plan to the Commissioners for approval, and submitting the plan to HUD.

4. – Options

1. Issue an RFP, as the City has done in past years. This RFP would go out in late February at the same time as the other RFPs for County and RHC funding. If Tumwater wants to identify specific funding priorities to include in the RFP, Thurston County would need those by late January so they can finalize the application and RFP. Or, it can be open to any eligible CDBG-activity. The City would also need to specify if services are eligible and to what percentage, up to 15%.
2. The City Council can decide on its own to make one or more allocations, without going through the RFP process.
3. A combination of those two approaches by holding back a certain amount of funds for the City Council to allocate directly and use the RFP process for the remainder of the funds.

5. – Staff Recommendation

Given the need for additional housing and the priority that was set in the City’s Resolution No. R2018-016 adopting certain actions addressing affordable housing and homelessness, staff recommends that 80 percent of these funds that are at the discretion of the City Council be designated for the support of capital costs associated with the creation of new low-income housing in Tumwater, with a priority on leveraging additional investment in low-income housing. The remainder would be available to other eligible capital or service expenses, up to the maximum allowed. Thurston County would issue an RFP to solicit proposals pursuant to this direction.

Regarding the process for the allocation of the funds, staff recommend that the Budget and Finance Committee schedule a meeting in April 2024 to receive presentations and make recommendations to the full City Council for consideration.

6 – Schedule

RFP/Funding Process Timeline	
January 23, 2024	City Council work session – CDBG Prioritization and Contingencies Discussion
February 9, 2024	Information finalized for RFP Instructions/materials
February 23, 2024	RFP Issued
March TBD, 2024	Application workshop
April 5, 2024	RFP Closed
April 8, 2024	Thurston County Public Health & Social Services staff review applications for eligibility and risk

April 9, 2024	City of Tumwater to receive applications
April TBD, 2024	Presentations to Tumwater Budget and Finance Committee by applicants
May 7, 2024	City Council approves award recommendations
May 17, 2024	Annual Action Plan posted for public review and public comment period begins
June 18, 2024	Public Hearing and BoCC approval
End of June 2025	Thurston County sends conditional award letters to agencies, notifies agencies not selected for funding
September – October 2024	Contracts executed with funded agencies after grant agreement received from HUD and environmental reviews completed

City of Tumwater 2024 Community Development Block Grant (CDBG) Prioritization and Contingencies Discussion



City Council Work Session – January 23, 2024

Intent

- Provide guidance on the City's priorities for the 2024 federal Community Development Block Grant (CDBG) funding process
- Schedule meeting of the Budget and Finance Committee in late April to hear presentations by applicants
- Schedule City Council consideration of the Budget and Finance Committee recommendation for early May



Background

- Pursuant to an interlocal agreement, Tumwater shares the annual CDBG funding on a three-year rotation with south Thurston County and the City of Lacey
- The City of Olympia has its own entitlement and is not part of the three-year rotation
- Tumwater received funds in 2015, 2018, and 2021, and will do so again in 2024
- The City contracts with the Thurston County housing staff to provide the administration of the funds



Background

- On a three-year cycle, the City issues Requests for Proposals (RFPs) for federal CDBG funds
- In past years, the RFPs have been for services and capital projects that benefit low- and moderate-income persons in designated census tracts
- In 2018 and 2021, the City prioritized affordable housing and public service activities and did not consider applications for public facilities or economic development



Fiscal Note

- The exact amount of CDBG available for allocation by the City in 2024 is still being determined
- The amount available each year is determined by Congress through the U.S. Department of Housing and Urban Development (HUD) and is generally about one million dollars
- Typically, Thurston County retains 20% to cover administrative costs
- Up to 15% of the total annual CDBG funding may be used for social services and the remaining is designated for capital projects, economic development activities, public improvements, and public facilities
- There are additional rules about eligible capital costs



Funding History

2021			
2021 Services			
	Boys & Girls Clubs of Thurston County	Tumwater Boys & Girls Clubs Scholarships for LMI Youth	\$56,640.00
	Catholic Community Services SW	The Community Kitchen (Tumwater – CDBG)	\$11,520.00
	Senior Services for South Sound	Home Share – Tumwater	\$16,047.65
	TOGETHER!	Tumwater Community Schools	\$100,000.00
		Services Subtotal	\$184,207.65
2021 Capital			
	Homes First	Affordable Rental Homes for Tumwater	\$200,000.00
	Housing Authority of Thurston County	Sequoia Landing – Phase II	\$267,414.44
	Rebuilding Together Thurston County	Critical Home Repairs – CDBG Tumwater	\$30,000.00
	SPS Habitat for Humanity	Critical Home Repairs – CDBG Tumwater	\$100,000.00
	SPS Habitat for Humanity	Tumwater Townhomes Buy Down	\$300,000.00
		Capital Subtotal	\$897,414.44
2021 TOTAL			\$1,081,622.09



Funding History – 2021 – Contingency

- The City Council made funding for the Housing Authority of Thurston County's Sequoia Landing – Phase II project contingent on the applicant's purchase of the property and established contingencies to fund other projects if that did not happen



Process

- After the City Council determines the parameters for awarding the funds in this cycle, Thurston County Public Health & Social Services staff will administer the RFP and the selection process
- If an RFP is chosen for some or all the funds, the City Council will have to make decisions on how the funds will be allocated
- That could be done by the City Council as a whole or by a committee
- Presentations from applicants may or may not be required
- Those decisions would have to be made by the City Council



Process

- The City's selection of projects are recommendations that go to the County Board of Commissioners who have the final authority; as Thurston County is the legal entity for receiving the funds from HUD
- The City's decisions need to be made by late April or early May to allow Thurston County Public Health & Social Services staff to prepare for setting a public hearing, presenting the draft plan to the Commissioners for approval, and submitting the plan to HUD



Options

1. Issue an RFP, as the City has done in past years
 - The RFP would go out in late February at the same time as the other RFPs for County and RHC funding
 - If Tumwater wants to identify specific funding priorities to include in the RFP, Thurston County would need those by late January so they can finalize the application and RFP, or it can be open to any eligible CDBG-activity
 - The City would also need to specify if services are eligible and to what percentage, up to 15%



Options

2. The City Council can decide on its own to make one or more allocations, without going through the RFP process
3. A combination of those two approaches by holding back a certain amount of funds for the City Council to allocate directly and use the RFP process for the remainder of the funds



Staff Recommendation

- Given the need for additional housing and the City Council's priority to address affordable housing and homelessness, staff recommends that 80 percent of these funds that are at the discretion of the City Council be designated for the support of capital costs associated with the creation of new low-income housing in Tumwater, with a priority on leveraging additional investment in low-income housing
- The remainder would be available to other eligible capital or service expenses, up to the maximum allowed and Thurston County would issue an RFP to solicit proposals pursuant to this direction



Staff Recommendation

- For the process for the allocation of the funds, staff recommends that the Budget and Finance Committee schedule a meeting in second half of April 2024 to receive presentations and make recommendations to the full City Council for consideration in early May



Schedule

RFP/Funding Process Timeline	
January 23, 2024	City Council work session – CDBG Prioritization and Contingencies Discussion
February 9, 2024	Information finalized for RFP Instructions/materials
February 23, 2024	RFP Issued
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End of June 2025	Thurston County sends conditional award letters to agencies, notifies agencies not selected for funding
September – October 2024	Contracts executed with funded agencies after grant agreement received from HUD and environmental reviews completed



TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: January 23, 2024
 SUBJECT: Contract with the State Department of Commerce for the 2025 Comprehensive Plan Climate Planning Grant

1) Recommended Action:

Place contract on the February 6, 2024, City Council consent calendar to authorize the Mayor to sign the contract with the State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Climate Planning Grant.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by June 30, 2025.

The State Department of Commerce Climate Planning Grant allocation is \$500,000. The contract will be for \$420,000 with the remaining \$80,000 allocation available for additional climate related work from 2025 to 2029. The grant would allow the City to hire consultants to assist with the state requirement to prepare a new Climate Element as part of the 2025 Comprehensive Plan periodic update.

3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

Policy LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

4) Alternatives:

None.

5) Fiscal Notes:

The total State Department of Commerce grant is allocation is \$500,000. The contract will be for \$420,000 with the remaining \$80,000 allocation available for additional climate related work from 2025 to 2029. There is no City match for this grant.

6) Attachments:

A. Contract – Climate Planning Grant



Interagency Agreement with

City of Tumwater

through

Growth Management Services

**Contract Number:
24-63610-170**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-170

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Tumwater 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (as applicable) N/A		
3. Contractor Representative Brad Medrud bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504		
5. Contract Amount \$420,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2023	8. End Date June 30, 2025	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A		ALN N/A
10. Tax ID # N/A	11. SWV # SWV0007172-00	12. UBI # 344-000-001	13. UEI # N/A	
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181 and climate related implementation activities. COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.				
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE		

Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **four hundred twenty thousand dollars (\$420,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-170. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

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

Duplication of Billed Costs

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

Disallowed Costs

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

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. **SUBCONTRACTING**

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

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

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

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

16. **SURVIVAL**

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

17. **TERMINATION FOR CAUSE**

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

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

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

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

18. **TERMINATION FOR CONVENIENCE**

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

19. **TERMINATION PROCEDURES**

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

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

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

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

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

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

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

Attachment A: Scope of Work

Grant Objective A: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes a Climate Element and related updates to other Plans and Elements as part of the 2025 Comprehensive Plan periodic update process.

Actions/Steps/ Deliverables	Description	Start Date	End Date
Action A.1	Engage the community in the development of a Climate Element and related updates to other Plans and Elements.	November 2023	June 2025
Step A.1.1	Prepare informational materials for the community and stakeholders related to the Climate Element and related updates to other Plans and Elements.	November 2023	June 2025
Step A.1.2	Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable and/or overburdened populations, inform and solicit feedback from the community and stakeholders, and develop and update social media materials related to the Climate Element and related updates to other Plans and Elements.	November 2023	June 2025
Deliverable A.1	Public Engagement Results Report addressing the Climate Element and related updates to other Plans and Elements, with informational materials used to engage the public.	June 2025	June 2025
Action A.2	Prepare a draft Climate Element and related updates to other Plans and Elements.	November 2023	November 2024
Step A.2.1	Review and evaluate the existing Comprehensive Plan for required Climate Element related amendments, including the Transportation Plan, the Land Use Element, the Capital Facilities Plan, Conservation Element, and the Utilities Element.	November 2023	February 2024

Step A.2.2	Review the State Department of Commerce Climate Element Guidance materials and other resources.	November 2023	February 2024
Step A.2.3	Review the Thurston Climate Mitigation Plan, the Thurston Climate Adaptation Plan, Sustainable Thurston, and the Tumwater Urban Forestry Management Plan for background needed for the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	February 2024
Step A.2.4	Engagement with the Thurston Climate Mitigation Collaborative Community Advisory Workgroup.	November 2023	February 2024
Step A.2.5	<p>Develop a Greenhouse Gas Reduction Sub-element that follows evaluation Pathway 4 – Emission Inventory Pathway in the State guidance materials.</p> <p>The Sub-element would address the following:</p> <ul style="list-style-type: none"> • Updated local emission inventory, as needed. • Vehicle Miles Traveled per Capita (Vehicle Miles Traveled studies). • Greenhouse gas emission goals and policies based on emission inventory modeling results. • Greenhouse gas emission reduction projects. 	March 2024	October 2024

Step A.2.6	<p>Develop a Climate Resilience Sub-element that addresses the following:</p> <ul style="list-style-type: none"> • Utilizes the University of Washington’s Climate Mapping for a Resilient Washington web tool and other resources, as needed, to explore expected local climate impacts. • An audit of existing plans and policies for climate resilience opportunities, gaps, and barriers. • An initial assessment of the City’s climate vulnerability and risk utilizing the abovementioned web tool. A comprehensive Vulnerability Assessment will be completed with the remaining grant funding after the Comprehensive Plan periodic update is complete. • Development of science-based climate resilience goals and policies addressing local community hazards for the Comprehensive Plan. • Incorporates the updated Thurston Hazard Mitigation Plan. 	March 2024	October 2024
Step A.2.7	<p>Integrate the new Climate Element and related updates to other Plans and Elements into the larger 2025 Comprehensive Plan update.</p> <p>Review and update goals, policies, and implementation actions related to the Climate Element and its Greenhouse Gas Reduction and the Climate Resilience Sub-elements in the following:</p> <ul style="list-style-type: none"> • Transportation Plan. • Land Use Element. • Capital Facilities Element. • Conservation Element. • Utilities Element. 	July 2024	November 2024

Step A.2.8	Briefing and work sessions with the Planning Commission on Comprehensive Plan amendments related to the Climate Element and related updates to other Plans and Elements.	November 2023	October 2024
Step A.2.9	Briefings with the General Government Committee and work sessions with City Council on Comprehensive Plan amendments related to the Climate Element and related updates to other Plans and Elements.	November 2023	November 2024
Step A.2.10	Prepare a draft Climate Element and related updates to other Plans and Elements.	July 2024	November 2024
Deliverable A.2	Memorandum summarizing how the draft Climate Element is consistent with the Capital Facilities Plan, Conservation Element, Land Use Element, Transportation Plan, and Utilities Element updated as part of 2025 Comprehensive Plan periodic update.	November 2024	November 2024
Action A.3	Adopt the Climate Element and related updates to other Plans and Elements.	November 2024	June 2025
Step A.3.1	Transmit the draft 2025 Comprehensive Plan Update Ordinance, which will include the Climate Element and related updates to other Plans and Elements to the State Department of Commerce for State agency review (RCW 36.70A.106).	November 2024	December 2024
Step A.3.2	Planning Commission public hearing on adoption of the Climate Element and related updates to other Plans and Elements as part of the 2025 Comprehensive Plan Update Ordinance.	February 2025	February 2025
Step A.3.3	General Government Committee briefing on Planning Commission recommendation.	April 2025	April 2025
Step A.3.4	City Council work session on Planning Commission recommendation.	May 2025	May 2025
Step A.3.5	City Council consideration and adoption of the Climate Element and related updates to other Plans and Elements as part of the 2025 Comprehensive Plan Update Ordinance.	June 2025	June 2025

Deliverable A.3	Adopted 2025 Comprehensive Plan Update Ordinance with the Climate Element and related updates to other Plans and Elements.	June 2025	June 2025
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Scope of Work Narrative: *For each grant objective, please explain why you selected the actions and deliverables in your scope of work.*

Objective A: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes a Climate Element and related updates to other Plans and Elements as part of the 2025 Comprehensive Plan periodic update process.

Action A.1 “Engage the community in the development of a Climate Element and related updates to other Plans and Elements” and its related deliverables was selected because specific community engagement actions will be needed to explain to the community and stakeholders what the new Climate Element is and what the updates to the other related Plans and Elements are to get their input on how best to address the 2023 State requirements in SB 5187.

Action A.2 “Prepare a draft Climate Element and related updates to other Plans and Elements” and its related deliverables was selected because addressing the 2023 State Climate Element requirements in SB 5187 will require more work to develop a Climate Element and the updates to the other related Plans and Elements that is beyond the scope of work originally prepared by City staff for the City Council for the 2025 Comprehensive Plan update in 2022 and early 2023.

Action A.3 “Adopt the Climate Element and related updates to other Plans and Elements” and its related deliverables was selected because of the steps required to adopt the Climate Element and related updates to other Plans and Elements to address the 2023 State Climate Element requirements in SB 5187 will require additional time and resources to ensure that the community, stakeholders, Planning Commission, and City Council are satisfied that the results of the process meet State law and local needs.

Grant Objective B: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes municipal code and related development guide amendments related to the new Climate Element and related updates to other Plans and Elements as part of the 2025 Development Code periodic update process.

Actions/Steps/ Deliverables	Description	Start Date	End Date
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Action B.1	Engage the community in the development of a Climate Element and related updates to municipal code and related development guides.	November 2023	June 2025
Step B.1.1	Prepare informational materials for the community and stakeholders related to the development of regulations that support the Climate element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025
Step B.1.2	Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable populations, inform and solicit feedback from the community and stakeholders, develop and update social media materials related to the development of regulations that support the Climate element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025
Deliverable B.1	Public Engagement Results Report addressing the development of regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element, with informational materials used to engage the public.	June 2025	June 2025
Action B.2	Prepare development regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	November 2024
Step B.2.1	Review and evaluate existing development regulations for needed Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	February 2024
Step B.2.2	Review State Department of Commerce Climate Element guidance materials and other resources.	November 2023	February 2024

Step B.2.3	Review the Thurston Climate Mitigation Plan, the Thurston Climate Adaptation Plan, Sustainable Thurston, and the Tumwater Urban Forestry Management Plan for background needed for updating existing development regulations with the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	February 2024
Step B.2.4	Engagement with the Thurston Climate Mitigation Collaborative Community Advisory Workgroup.	November 2023	February 2024
Step B.2.5	Briefing and work sessions with the Planning Commission on draft development regulation amendments related to Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	October 2024
Step B.2.6	Briefings with the General Government Committee and work sessions with City Council on draft development regulation amendments related to Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	November 2024
Step B.2.7	Prepare draft development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	July 2024	November 2024
Deliverable B.2	Draft development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element as part of the 2025 Development Code Update Ordinance.	November 2024	November 2024
Action B.3	Adopt development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2024	June 2025

Step B.3.1	Transmit the draft 2025 Development Code Update Ordinance, which will include the Climate Element development regulation amendments to the State Department of Commerce for State agency review (RCW 36.70A.106).	November 2024	December 2024
Step B.3.2	Planning Commission public hearing on Climate Element development regulation amendments as part of 2025 Development Code Update Ordinance.	February 2025	February 2025
Step B.3.3	General Government Committee briefing on Planning Commission recommendation.	April 2025	April 2025
Step B.3.4	City Council work session on Planning Commission recommendation.	May 2025	May 2025
Step B.3.5	City Council consideration and adoption of Climate Element development regulation amendments as part of 2025 Development Code Update Ordinance.	June 2025	June 2025
Deliverable B.3	Adopted 2025 Development Code Update Ordinance with amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	June 2025	June 2025

Scope of Work Narrative: For each grant objective, please explain why you selected the actions and deliverables in your scope of work.

Grant Objective B: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes municipal code and related development guide amendments related to the new Climate Element and related updates to other Plans and Elements as part of the 2025 Development Code periodic update process.

Action B.1. "Engage the community in the development of a Climate Element and related updates to municipal code and related development guides" and its related deliverables was selected because specific community engagement actions will be needed to explain to the community and stakeholders how the new Climate Element and the updates to the other related Plans and Elements will require updates to the development code and associated regulations to get their input on how best to address the 2023 State requirements in SB 5187.

Action B.2. "Prepare development regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element" and its related deliverables was selected because addressing the 2023 State Climate Element requirements in SB 5187 will require more work to develop the amendments to the development code that are responsive to the Climate Element and the updates to the other related Plans and Elements that is beyond the scope of work originally prepared by the City staff for the City Council for the 2025 Comprehensive Plan update in 2022 and early 2023.

Action B.3. "Adopt development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element" and its related deliverables was selected because of the steps required to adopt the amendments to the development code that are responsive the

Climate Element and related updates to other Plans and Elements to address the 2023 State Climate Element requirements in SB 5187 will require additional time and resources to ensure that the community, stakeholders, Planning Commission, and City Council are satisfied that the results of the process meet State law and local needs.

Grant Objective C: Explore, plan, and adopt pathways and actions to reduce vehicle miles traveled and greenhouse gases in such a way that promotes active transportation.

Actions/Steps/ Deliverables	Description	Start Date	End Date
Action C.1	Develop and adopt a City bicycle and pedestrian plan as part of the Comprehensive Plan Transportation Plan update that addresses the requirements of SB 5187 and the Thurston Climate Mitigation Plan.	November 2023	June 2025
Step C.1.1	Prepare and distribute information about community engagement opportunities related to the development of a Bicycle and Pedestrian Plan.	November 2023	June 2025
Step C.1.2	Prepare a draft Bicycle and Pedestrian Plan.	November 2023	June 2025
Deliverable C.1	Adopt the Bicycle and Pedestrian Plan.	November 2023	June 2025

Scope of Work Narrative: For each grant objective, please explain why you selected the actions and deliverables in your scope of work.

Grant Objective C: Explore, plan, and adopt pathways and actions to reduce vehicle miles traveled and greenhouse gases in such a way that promotes active transportation.

Action C.1. "Develop and adopt a City bicycle and pedestrian plan as part of the Comprehensive Plan Transportation Plan update that addresses the requirements of SB 5187 and the Thurston Climate Mitigation Plan" and its related deliverables was selected because this action will assist the City in addressing the vehicle miles traveled and active transportation related requirements of SB 5187 while also accomplishing an action from the Thurston Climate Mitigation Plan.

Attachment B: Budget

Grant Objective A:	Commerce Funds
Deliverable A.1. Public Engagement Results Report addressing the Climate Element and related updates to other Plans and Elements, with informational materials used to engage the public.	\$40,000
Deliverable A.2. Memorandum summarizing how the draft Climate Element is consistent with the Capital Facilities Plan, Conservation Element, Land Use Element, Transportation Plan, and Utilities Element updated as part of 2025 Comprehensive Plan periodic update.	\$170,000
Deliverable A.3. Adopted 2025 Comprehensive Plan Update Ordinance with the Climate Element and related updates to other Plans and Elements.	\$20,000
Subtotal for Objective A:	\$230,000

Grant Objective B:	Commerce Funds
Deliverable B.1. Public Engagement Results Report addressing the development of regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element, with informational materials used to engage the public.	\$10,000
Deliverable B.2. Draft development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element as part of the 2025 Development Code Update Ordinance.	\$70,000
Deliverable B.3. Adopted 2025 Development Code Update Ordinance with amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	\$10,000
Subtotal for Objective B:	\$90,000

Grant Objective C:	Commerce Funds
Deliverable C.1. Adopt the Bicycle and Pedestrian Plan.	\$100,000
Subtotal for Objective C:	\$100,000

Grant Objectives	Commerce Funds
Grant Objective A:	\$230,000
Grant Objective B:	\$90,000
Grant Objective C:	\$100,000
Grand Total:	\$420,000

The City of Tumwater intends to utilize the remaining \$80,000 of our \$500,000 allocation for implementation actions after 2025 but before 2029.