



**CITY COUNCIL WORKSESSION
MEETING
AMENDED AGENDA**

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

**Tuesday, May 09, 2023
6:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Executive Session:**
 - a. Evaluate the Qualifications of an Applicant for Public Employment pursuant to RCW 42.30.110(g)
- 4. Consent Calendar:**
 - a. 2023-2028 Nisqually Jail Service Agreement (Jon Weiks)
- 5. Council Considerations:**
 - a. Confirmation of Appointment and Approval of Employment Agreement with Lisa Parks as City Administrator (John Doan)
 - b. 2023 Legislative Session Report (Austin Ramirez)
 - c. Council Tablet Council Device Replacement Discussion (Lance Inman)
- 6. Mayor/City Administrator's Report**
 - a. Future of Hybrid and Virtual Meetings
- 7. Executive Session**
 - a. Real Estate Acquisition pursuant to RCW 42.30.110(1)(b)
- 8. 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/83820387247?pwd=TFovUGhkQ01UODZ3QTByYUVtRnpNUT09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 838 2038 7247 and Passcode 481701.

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/channels.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: Jon Weiks, Chief of Police
DATE: May 9, 2023
SUBJECT: 2023-2028 Nisqually Jail Service Agreement

1) Recommended Action:

Authorization for the Mayor to sign the 2023-2028 Nisqually Jail Service Agreement.

2) Background:

The 2017-2022 Nisqually Jail Service Agreement expired on December 31, 2022. Before you today is many months of work on the 2023-2028 contract, which introduces new services provided at the jail in 2022 to help inmates address: substance abuse; mental health; medical needs; and, pharmacy services. All of these services bring the jail up to modern standards, which ultimately helps to reduce recidivism. Approval of this contract additionally helps maintain continuity throughout the Thurston County criminal justice system.

3) Policy Support:

2023-2024 Strategic Priority: *"Provide and Sustain Quality Public Safety Services"*

4) Alternatives:

Due to the additional services provided by the Nisqually Jail, we will continue to maintain a jail contract with the Lewis County Sheriff's Office as a secondary option. To date, we have been unable to utilize the Lewis County Jail due to booking restrictions.

5) Fiscal Notes:

The costs to book and house inmates at the Nisqually Jail vary depending on the services provided. The standard rate is \$110.00 per day and goes up by 5% each year of the contract. Specialty rates are: \$180.00 per day for an inmate needing a designated infirmary bed/unit/cell; \$160.00 per day when an inmate is in a designated compliant mental health bed/unit/cell; \$210.00 per day when an inmate is in a designated acute mental health bed/unit/cell; or, \$140.00 when an inmate utilizes on-site pharmacy services.

6) Attachments:

- A. 2023-2028 Nisqually Jail Service Agreement
- B. 2017-2022 Nisqually Jail Service Agreement
- C. 2022 First Amendment to Nisqually Jail Service Agreement

NISQUALLY JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2023, by and between the Nisqually Indian Tribe, a Federally Recognized Indian Tribe, hereinafter referred to as “Nisqually” and the City of Tumwater, a Washington Municipal Corporation, hereinafter referred to as “Tumwater.” This Agreement is for the housing of inmates of Tumwater in the Nisqually Detention and Corrections Center hereinafter referred to as “Jail” pursuant to Chapters 39.34 and 70.48 RCW.

THE PARTIES HEREBY AGREE as follows:

1. **SERVICE.** Nisqually shall care for prisoners placed in the custody of officers of the Nisqually Jail and cooperate with the City to arrange for video hearings. The term “prisoner” shall include any person arrested, sentenced by the court or held under authority of any law or ordinance of Tumwater;
2. **REFUSAL OF PRISONERS.** The Nisqually Police Chief or the Nisqually Corrections Director shall have the right to refuse to accept custody if in their opinion the prisoner does not meet medical (or other) criteria for booking. The Nisqually Corrections Director may also refuse to accept custody of a prisoner if doing so would result in overcrowding of the Jail, or health, safety or security risks. Nisqually similarly shall have no obligation to receive a Tumwater prisoner into custody absent proper documentation providing a legal basis for confining the prisoner. Tumwater shall immediately transport any prisoner that is refused booking off the Nisqually Reservation. The parties agree that dumping of inmates denied booking on or near the Nisqually Reservation shall be grounds for immediate for-cause termination of this Agreement.
3. **CARE.** "Care" shall mean to provide room and board; to provide for the prisoner's physical needs; to retain the prisoner in custody; and to supervise and maintain proper discipline and control. In addition, prisoners housed pursuant to this Agreement shall be subject to the same rules and regulations required of other prisoners housed in the Nisqually Jail. Such rules and regulations shall comport with Washington state law, and federal law regarding issues of civil rights and due process of prisoners.
4. **DURATION OF CONTRACT.** The term of this Agreement shall be for five (5) years, beginning January 1, 2023. The Agreement may be terminated without cause by either party by providing the other party with sixty (60) days written notice. Notice shall be deemed proper when provided to:

Nisqually:
 Chief Executive Officer
 Nisqually Indian Tribe
 4820 She-Nah-Num Dr. S.E.
 Olympia, WA 98513

Tumwater:
 City Administrator
 City of Tumwater
 555 Israel Road S.W.
 Tumwater, WA. 98501

5. **RELEASE.** Prisoners will only be released when they have served their full time unless release is authorized by any other provision of this Agreement or is ordered by a court of competent jurisdiction.
6. **NO GUARANTEED MINIMUM BED SPACE.** Nisqually does not guarantee bed space. Bed space will be provided on a space-available basis. Nisqually shall have sole and unfettered discretion in determining whether or not space is available.
7. **RATE/PAYMENT.** Tumwater shall pay to Nisqually the amount of \$110.00 per day (Basic Inmate Rate) per inmate for care. A “day” is the twenty-four hour period beginning at 12:00 a.m. and ending at 11:59 p.m. in the Pacific Time Zone. Basic Inmate Rate will increase by 5% annually on January 1. Tumwater shall pay invoices within 30 days of receipt. Interest at the rate of 12% per annum shall be charged on all past due accounts. Without prejudice to any other contract rights available to it, if Tumwater does not pay the invoice within Sixty (60) days of receipt of invoice, Nisqually, acting through its Police Chief, will not accept prisoners until the delinquent amount is paid in full.
 - **SPECIALTY RATES.** The following per inmate/per diem Specialty Rates are total rates. They are inclusive of, not in addition to, the Basic Inmate Rate.
 - **\$180 Medical Care** — Payable at this rate only when the inmate is in a designated infirmary bed/unit/cell. Payment at this rate is included for any inmate who is detoxing with a Clinical Opiate Withdrawal Scale (COWS) score of 6 or higher.
 - **\$160 Compliant Mental Health Care** — Payable at this rate only when the inmate is in a designated mental health bed/unit/cell;
 - **\$210 Acute Mental Health** — Payable at this rate only when the inmate is in a designated mental health bed/unit/cell;
 - **\$140 Pharmacy** — Payable at this rate only when inmate utilizes on-site pharmacy services.

8. **MEDICAL CARE.** Each party shall be responsible for the medical care and medical expenses of prisoners housed pursuant to this Agreement as listed in Exhibit A, attached hereto and incorporated herein; provided that if the prisoner has his or her own medical coverage, Nisqually will coordinate with Tumwater so that such insurance may be utilized. In the event that a prisoner requests non-urgent medical care, Nisqually shall contact Tumwater for approval. Tumwater shall provide Nisqually with the names and telephone numbers of designated contact people who shall be available on a twenty-four hour basis. Failure of Tumwater to approve medical care shall relieve Nisqually of liability to Tumwater for any injury resulting therefrom. In the event that Nisqually deems a prisoner to be in need of urgent or emergency care, Nisqually shall make the best efforts to contact Tumwater, but may take any action it deems necessary to provide the prisoner with the needed care without obtaining prior approval, and said action(s) shall not affect Tumwater's responsibility for paying for such medical care as required by this Agreement. Tumwater shall reimburse Nisqually promptly for all medical expenses incurred by Nisqually for services that are the responsibility of Tumwater under Exhibit A, "Medical Expenses."
9. **TRANSPORTATION.** Tumwater shall be solely responsible for furnishing transportation for prisoners housed pursuant to this Agreement. Tumwater may request that Nisqually provide necessary transportation and Nisqually shall make best efforts to provide such transportation, subject to staff availability, but shall not be obligated to provide such transportation. Tumwater shall reimburse Nisqually for costs incurred for transportation. Such costs shall include mileage at the rate of \$1.00 per mile, plus labor and overhead (0.5 x labor). Nisqually shall not transport any prisoner without the express Agreement of Tumwater unless such transportation is required by a court order or because of a medical emergency.
10. **CUSTODY TRANSFER.** Officers of Tumwater placing a prisoner in custody of Nisqually will be required to remain in the immediate presence of the prisoner at all times until relieved of custody by Nisqually Corrections Staff. Booking out and/or release of Tumwater's prisoners shall be the responsibility of Tumwater Officers.
11. **CITY ACCESS TO PRISONERS.** All Tumwater police officers and investigators shall have the right to interview the prisoner inside the confines of the Nisqually Jail subject only to necessary security rules. Interview rooms will be made available to Tumwater police officers in equal priority with those of any other department, including the Nisqually law enforcement personnel.
12. City of Tumwater shall have the right to inspect, at all reasonable times, all of the Nisqually Jail in which City of Tumwater's inmates are confined in order to determine if such Jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally on a nondiscriminatory basis, and Nisqually shall be

obligated to manage, maintain and operate its facilities consistent with all federal and applicable state laws and regulations.

13. **RELEASE OF TUMWATER PRISONERS FROM NISQUALLY.** No Tumwater Prisoner confined in the Nisqually Jail shall be removed therefrom except:
 - a. When requested by a Tumwater Police Department supervisor in writing;
 - b. By Order of the Tumwater Municipal Court in those matters in which they have jurisdiction, or upon Order of the Thurston County District Court or the Thurston County Superior Court in those matters in which said courts have jurisdiction;
 - c. For appearance in the court in which a Tumwater prisoner is charged;
 - d. In compliance with a writ of habeas corpus;
 - e. For interviews by the Tumwater prosecuting attorney, Tumwater appointed public defender, or member of the Tumwater Police Department;
 - f. If the prisoner has served his sentence or the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.

14. **INDEMNIFICATION.** Each party agrees to protect, defend, save harmless and indemnify the other party, its officers, officials, agents and employees, from and against all claims, costs, suits and actions arising from intentional or negligent acts or omissions of its own party in performance of this Agreement.

Tumwater's indemnification obligation shall also extend to all claims, costs, suits and actions relating to the medical care of prisoners housed under this Agreement to the extent the claim, cost, suit or action result from the documented failure of Tumwater to approve medical care. Tumwater's indemnification does not extend to injuries and harm resulting from the negligent or intentional acts or omissions of Nisqually or its officers, officials, agents and employees.

15. **NOTICE OF CLAIMS.** In the event that a claim or lawsuit is brought against Tumwater or Nisqually arising from or related to this Agreement, the party shall promptly notify the other party of said claim or lawsuit.

16. **INSURANCE.** Each party shall obtain and maintain occurrence based insurance that provides liability coverage in the minimum liability limits of Ten Million Dollars (\$10,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) in the aggregate for its conduct in creating liability exposure related to the confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy(ies) shall provide coverage for any liability occurrence during the policy period, regardless of when any claim or lawsuit is filed.

16.1 **CERTIFICATE OF INSURANCE.** Tumwater agrees to provide Nisqually with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above. A copy of the certificate shall be provided annually and for the duration of this agreement. Nisqually agrees to provide Tumwater acceptable evidence of insurance coverage in the form of a certificate of insurance or other information identifying insurance coverage.

17. **CHOICE OF LAW.** This Agreement shall be interpreted under the laws of the State of Washington.
18. **DISPUTE RESOLUTION.** If a dispute arises, the party making the claim will provide the other party written notice within thirty (30) days. The notice shall detail the matter in question and the grounds for withholding all or a portion of the amount billed or any other basis for the dispute. Authorized representatives of each party shall attempt to resolve the dispute by negotiation within thirty days of notification. If such negotiation is unsuccessful the parties shall apply to Judicial Arbitration and Mediation Service (JAMS) or such other alternate dispute resolution services as the parties may agree, for the appointment a mediator. Each party shall be responsible for paying one-half of the mediator's fees. Each party will bear their own costs and legal fees.
19. **LIMITED WAIVER OF IMMUNITY.** The Nisqually Indian Tribe is a Sovereign Nation with all immunities attendant thereto WITH THE FOLLOWING EXCEPTION THAT THE PARTIES TO THIS AGREEMENT HAVE SPECIFICALLY NEGOTIATED:

The Nisqually Indian Tribe of Washington does hereby expressly consent to jurisdiction of the courts of the State of Washington as having exclusive jurisdiction to hear, resolve and enter final judgment on any legal dispute by and between the parties to this Agreement and/or their affected officers, officials, and employees, concerning the interpretation of this Agreement, enforcement of any of its provisions, and any complaints or counterclaims for monetary damages and/or equitable relief for any alleged or actual breach of any provision of this Agreement and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

For this limited purpose only, the Nisqually Indian Tribe of Washington does hereby expressly waive its right to sovereign immunity and its right to assert sovereign immunity status or defense in the courts of the State of Washington for any such legal claim or complaint for the interpretation and/or enforcement of this Agreement, and/or for any complaints or counterclaims for monetary damages or equitable relief for any

breach of this Agreement, and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

A resolution outlining the limited waiver of Sovereign Immunity by the Nisqually Indian Tribe as relates to the performance of this Agreement, signed by Nisqually Tribal Councilmembers having authority to grant such waiver, shall be provided to Tumwater.

20. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made for the sole benefit of Nisqually and Tumwater, and no other person or entity shall have any right, benefit, or interest under or because of this Agreement. No other parties are intended to be, or shall be determined to be, direct or incidental beneficiaries of this Agreement.
21. **NO WAIVER.** The failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions. Further, any express waiver by any party with respect to any breach of any provision hereunder by any other party shall not constitute a waiver of such party's right to thereafter fully enforce each and every provision of this Agreement.
22. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties and may be changed only by an agreement in writing signed by the Parties.
23. **INVALID PROVISIONS.** Should any provisions of this Agreement be held invalid, the remainder of the Agreement shall remain in effect.
24. **RECORDS AND REPORTS.** Tumwater may need access to certain records that relate to services under this Agreement or for public records purposes. When such need arises, Tumwater will make a request for such records through the Nisqually Corrections Director. Nisqually agrees to provide to Tumwater records relating to services provided under this Agreement as specifically enumerated below:

- Inmate Identification
- Inmate Photo (Mug Shot)
- Arrest and Booking Report
- Alerts
- Arrests
- Charges
- Court Hearings
- Holds
- Contacts
- Classification Reviews
- Notifications
- Keep Aways
- Assessment Listing

Booking Reports
 Booking Details
 Photo / Dorm Card
 Booking Form
 Tasks
 Property Forms
 Classification
 Housing Locations
 Release
 Recreation
 Special Diets
 Meals
 Medical Intakes
 Medical Records

This Agreement shall not apply to any records in the possession of the Nisqually Indian Tribe other than those specifically enumerated above. Nisqually records relating to internal Jail security are specifically excluded, including: 1) Internal Incident and After-Action Reports; 2) Video Monitoring Footage; and 3) Records (or portions thereof) containing the name, address, phone number or other personally identifiable information of Nisqually Corrections personnel. Tribal records relating to Jail security may be reviewed by authorized Tumwater personnel at the Nisqually Jail upon request. Nisqually agrees to release the records enumerated above within ten (10) days of Tumwater's request. If such records concern a decision regarding inmate medical care, records shall be released immediately to allow Tumwater to make an informed decision.

25. **INDEPENDENT STATUS.** The parties to this Agreement, in the performance of the services contemplated herein, will be acting in their individual capacities and not as agents, employees, partners, joint ventures of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

[THIS SPACE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the _____ day of _____, 2023.

CITY OF TUMWATER:

NISQUALLY TRIBE:

Debbie Sullivan, Mayor

Chief Executive Officer

Approved as to legal form only:

Karen Kirkpatrick, City Attorney

Attest:

Melody Valiant, City Clerk

EXHIBIT A MEDICAL EXPENSES

NISQUALLY TRIBE SHALL BE RESPONSIBLE FOR:

- Initial Screening
- Intake Screening
- Nurse Sick Call
- Physician Sick Call
- Physical if housed longer than 14 days
- Routine lab work that can be completed in the facility
- Routine medications, other than biologicals / non-formulary medications
- Mental health assessments and basic services that can be provided in-facility
-

CITY OF TUMWATER SHALL BE RESPONSIBLE FOR:

- Pre-booking medical
- Urgent Care Facility Visits
- Emergency Room Visits
- Hospitalizations, including the cost of security provided by Nisqually Personnel. Agency will reimburse Nisqually for each attending officer at the time-and-one-half overtime rate of \$48.50 per hour.
- Non-Formulary / Biological Medications
- Ultra Sounds
- Ambulance Services
- Body Cavity Collection of Evidence / Searches
- OBGYN Care / Prenatal Care
- Vision
- Mental Health
- Long Term Care
- Auxiliary lab work and X-Rays
- Dental
- Lacey Fire Response Fees
- Other Specialty Services
- All services provided outside the facility

Nisqually Indian Tribe
Tribal Council Resolution No. 6 -2017

**A RESOLUTION APPROVING LIMITED WAIVER OF THE NISQUALLY INDIAN
 TRIBE'S SOVEREIGN IMMUNITY FOR THE NISQUALLY JAIL SERVICES CONTRACT
 WITH THE CITY OF TUMWATER**

WHEREAS, the Nisqually Indian Tribe is the successor descendent entity of the Nisqually Nation signatory to the Treaty of Medicine Creek of 1854 (10 Stat. 1132), and unto this day has retained and maintained its Tribal identity, its governing body, and its sovereign powers;

WHEREAS, the Nisqually Indian Tribe is a federally recognized American Indian Tribe organized under its governing Constitution and Bylaws approved by the U.S. Secretary of the Interior on September 9, 1946 and amended on October 28, 1994, pursuant to Section 16 of the Indian Reorganization Act, 25 U.S.C. 476;

WHEREAS, the Nisqually Tribal Council is the duly constituted governing body of the Nisqually Tribe, and the Tribal Council is the duly elected representative body of the General Council by the authority of the Tribe's Constitution and Bylaws, as amended; and

WHEREAS, the City of Tumwater and the Nisqually Jail wish to enter into a Jail Services Agreement for use of the Tribe's Detention and Corrections Facility;

WHEREAS, the Jail Services Agreement with the City of Tumwater contains a limited waiver of the Nisqually Tribe's sovereign immunity regarding any disputes that arise from that contract;

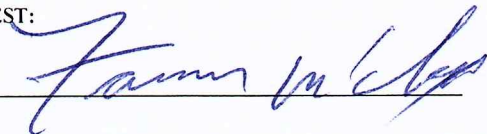
NOW, THEREFORE, BE IT RESOLVED that the Nisqually Tribal Council does acknowledge and approve the limited waiver of its sovereign immunity solely for litigation of matters arising from, and between the parties to, the Jail Services Agreement between the City of Tumwater and the Nisqually Indian Tribe;

BE IT FINALLY RESOLVED that the Nisqually Tribal Council does hereby authorize the Tribal Council Chief Executive Officer to enter into the Jail Services Agreement with the City of Tumwater.

Certification

I certify that the above Resolution was adopted at a regular meeting of the Nisqually Tribal Council held on the 5th day of January 2017 at the Nisqually Administration Building, at which time a quorum was present and voting 6 FOR 0 AGAINST 0 ABSTENTIONS.

ATTEST:



Farron McCloud, Chairman
 Nisqually Indian Tribe



Sheila McCloud, Secretary
 Nisqually Indian Tribe

NISQUALLY JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this 1st day of January, 2017, by and between the Nisqually Indian Tribe, a Federally Recognized Indian Tribe, hereinafter referred to as "Nisqually" and the City of Tumwater, a Washington municipal corporation, hereinafter referred to as "Tumwater." This agreement is for the housing of inmates of Tumwater in the Nisqually Detention and Corrections Center hereinafter referred to as "jail" pursuant to Chapters 39.34 and 70.48 RCW.

THE PARTIES HEREBY AGREE as follows:

1. **SERVICE.** Nisqually shall care for prisoners placed in the custody of officers of the Nisqually Jail. The term "prisoner" shall include any person arrested, sentenced by the court or held under authority of any law or ordinance of Tumwater; provided, that the Nisqually Police Chief or the Nisqually Corrections Director shall have the right to refuse to accept custody if in his opinion that would result in overcrowding of the jail, or health, safety or security risks. If not accepted, Nisqually will provide written notice indicating why booking was declined.

2. **CARE.** "Care" shall mean room and board and basic medical care. Basic medical care shall include in-house routine medical services that can be treated by Nisqually Jail staff according to their current level of training with the supplies available at the Jail. In addition, prisoners housed pursuant to this agreement shall be subject to the same rules and regulations required of other prisoners housed in the Nisqually jail.

3. **DURATION OF CONTRACT.** The term of this agreement shall be for five (5) years. The agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice. Notice shall be deemed proper when provided to:

Tumwater:	City Administrator City of Tumwater 555 Israel Road S.W. Tumwater, WA 98501
Nisqually:	Chief Executive Officer Nisqually Indian Tribe 4820 She-Nah-Num Dr. S.E. Olympia, WA 98513

4. **RELEASE.** Prisoners will only be released when they have served their full time unless release is authorized by any other provision of this agreement or is ordered by a court of competent jurisdiction.

5. **GUARANTEED MINIMUM BED SPACE.** Nisqually guarantees that five (5) beds per day shall be dedicated to Tumwater for its prisoners.

6. **PAYMENT.** Tumwater shall pay to Nisqually the amount of Twenty Dollars (\$20.00) for a booking fee and Sixty dollars (\$60.00) per day per prisoner for care. The “booking fee” will include taking fingerprints and photographs of the prisoner, initial screening, inventorying and safekeeping prisoner’s personal property and associated processing fees. A “day” is the twenty-four hour period beginning at 12:00 a.m. and ending at 11:59 p.m. in the Pacific Time Zone. Tumwater shall be charged the booking fee only for anything less than two (2) hours of custody time. A “day” cost for purposes of this agreement will include all costs associated with the maintenance, care, custody of the inmate including but not limited to meals, housing, clothing, insurance, health, administration, and other related costs. A “day” cost does not include inmate medical care costs which are addressed in Section 7 below. Tumwater shall pay the sixty dollar (\$60.00) daily prisoner rate for each of the five beds whether used by Tumwater or not. Nisqually will submit a monthly invoice to Tumwater within sixty (60) days of the end of each monthly billed period for the guaranteed minimum bed spaces as well as additional prisoners housed pursuant to this agreement. Tumwater shall pay such invoices within 30 days of receipt. Interest at the rate of 12% per annum shall be charged on all past due accounts.

The rate shall increase by \$5.00 for the calendar year beginning January 1, 2018. Thereafter, the rate shall increase by 3% for each of the remaining calendar years, as follows:

2017	Sixty Dollars	(\$60.00)
2018	Sixty-Five Dollars	(\$65.00)
2019	Sixty-Six Dollars and Ninety-Five Cents	(\$66.95)
2020	Sixty-Eight Dollars and Ninety-Six Cents	(\$68.96)
2021	Seventy-One Dollars and Three Cents	(\$71.03)

Without prejudice to any other contract rights available to it, if Tumwater does not pay the invoice within Sixty (60) days of receipt of invoice, Nisqually acting through its Police Chief, will not accept prisoners until the delinquent amount is paid in full.

7. **MEDICAL CARE.** Except for basic medical care, Tumwater shall be solely responsible for the medical care and medical expenses of prisoners housed pursuant to this agreement, provided that if the prisoner has his or her own medical coverage, Nisqually will coordinate with Tumwater so that such insurance may be utilized. In the event that a prisoner requests non-urgent medical care, Nisqually shall contact Tumwater for approval. Tumwater shall provide Nisqually with the names and telephone numbers of designated contact people who shall be available on a twenty-four hour basis and authorized to approve medical treatment. Failure of Tumwater to approve medical care shall relieve Nisqually of liability to Tumwater for any injury resulting therefrom. Nothing shall preclude Tumwater from retaking the ill or injured prisoner. In the event that Nisqually deems a prisoner to be in need of urgent or emergency care, Nisqually shall make its best effort to contact Tumwater, but may take any action it deems necessary to provide the prisoner with the needed care without obtaining prior approval. If prisoners are transported to a local hospital, the security of the prisoner shall be the responsibility of Nisqually.

To the extent permitted by state law, Tumwater shall protect, defend, hold harmless and indemnify Nisqually from and against all claims, suits and actions relating to the medical care of prisoners housed under this agreement which result from the failure of Tumwater to approve such care or for any reason other than injuries and harm resulting from the negligent or intentional acts or omissions of Nisqually or its officers. Nisqually shall protect, defend, hold harmless and indemnify Tumwater from and against all claims, suits and actions relating to the medical care of prisoners housed under this agreement which result from the failure of Nisqually to notify Tumwater in writing that a prisoner is in need of medical treatment or for any negligent or intentional acts or omissions of Nisqually or its officers in failing to provide medical care to prisoners after providing notice to Tumwater.

8. **TRANSPORTATION.** Tumwater shall be responsible for furnishing transportation for prisoners housed pursuant to this agreement. Tumwater may request that Nisqually provide necessary transportation and Nisqually shall make best efforts to provide such transportation, subject to staff availability. Tumwater shall reimburse Nisqually for costs incurred for transportation. Such costs shall include mileage at the Federal rate as determined by the IRS standard mileage rate (currently \$.575 per mile), labor (fifty dollars (\$50.00) per hour) and overhead (.5 x labor). Nisqually shall not transport any prisoner without the express agreement of Tumwater unless such transportation is required by a court order or because of a medical emergency.
9. **CUSTODY TRANSFER.** Officers of Tumwater placing a prisoner in custody of Nisqually will be required to remain in the immediate presence of the prisoner at all times until relieved of custody by Nisqually Corrections Staff. Booking out and/or release of Tumwater's prisoners shall be the responsibility of Tumwater Officers.
10. **CITY ACCESS TO PRISONERS.** All Tumwater police officers and investigators shall have the right to interview the prisoner inside the confines of the Nisqually Jail subject only to necessary security rules. Interview rooms will be made available to Tumwater police officers in equal priority with those of any other department, including the Nisqually law enforcement personnel.
11. **RIGHT TO INSPECTION.** City of Tumwater shall have the right to inspect, at all reasonable times, all of the Nisqually Jail in which City of Tumwater's inmates are confined in order to determine if such jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally regardless of race, gender, orientation, religion, color, creed or national origin; provided, however, that Nisqually shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.
12. **RELEASE OF PRISONERS FROM NISQUALLY.** No Tumwater Prisoner confined in the Nisqually Jail shall be removed therefrom except:
 - a. When requested by a Tumwater Police Department supervisor in writing;

- b. By Order of the Tumwater Municipal Court, Thurston County District Court or the Thurston County Superior Court in those matters in which it has jurisdiction;
 - c. For appearance in the court in which a Tumwater prisoner is charged;
 - d. In compliance with a writ of habeas corpus;
 - e. For interviews by the Tumwater City Attorney or member of the Tumwater Police Department;
 - f. If the prisoner has served his or her sentence or the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.
- 13. **INMATE ACCOUNTS AND VALUABLES.** Nisqually shall maintain inmate accounts and valuables pursuant to its Jail Policy.
- 14. **DISCIPLINE.** Nisqually shall have physical control over and power to execute disciplinary authority over all City of Tumwater inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the Nisqually Indian Tribe, State of Washington or federal law.
- 15. **RECORDS AND REPORTS.** Nisqually shall keep all necessary and pertinent records concerning City of Tumwater inmates to the same standards as required by the State of Washington Records Retention Schedule and other Washington state and federal laws relevant to such record retention. Tumwater upon request shall be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration. Nisqually shall retain all books, records, documents and other material relevant to this agreement for six (6) years after its expiration. Nisqually agrees the City, or its designee, shall have full access and right to examine any of said materials at all reasonable times during retention period.
- 16. **PREA COMPLIANCE.** Nisqually complies with or exceeds the standards set forth in the Prison Rape Elimination Act and, in accordance with 28 C.F.R Part 115.12, shall allow Tumwater staff to monitor its facility with reasonable notice to ensure compliance thereto.
- 17. **INDEMNIFICATION.** Tumwater shall protect, indemnify, and save Nisqually harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Tumwater, its employees, agents or sub-contractors, howsoever caused. Tumwater will be responsible for any damages caused by its employees to Nisqually equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to Nisqually.

Nisqually shall protect, indemnify, and save the City harmless from and against any damages, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Nisqually, its employees, agents or sub-contractors, howsoever caused. Nisqually will be responsible for any damages caused by its employees to City of Tumwater equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of Tumwater.

18. **INDEPENDENT STATUS OF NISQUALLY.** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
19. **INSURANCE.** Tumwater shall obtain and maintain occurrence based insurance that provides liability coverage in the minimum liability limits of three Million Dollars (\$3,000,000.00) per occurrence and three Million Dollars (\$3,000,000.00) in the aggregate for its conduct in creating liability exposure related to the confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability.

Nisqually shall obtain and maintain occurrence based insurance that provides liability coverage in the minimum liability limits of three Million Dollars (\$3,000,000.00) per occurrence and three Million Dollars (\$3,000,000.00) in the aggregate for its conduct in creating liability exposure related to the confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability.

- 19.1 **CERTIFICATE OF INSURANCE.** Tumwater agrees to provide Nisqually with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above. A copy of the certificate shall be provided annually and for the duration of this agreement. Nisqually agrees to provide Tumwater acceptable evidence of insurance coverage in the form of a certificate of insurance or other information identifying insurance coverage.
20. **AMENDMENTS.** All provisions of this agreement may be amended in writing at any time by mutual consent of the parties hereto and such amendments shall take effect immediately. In the event of any conflict, inconsistency, or incongruity between the provisions of this agreement and the provisions of the amendment, the provisions of the amendment shall in all respects govern and control.

21. **CONSENT TO JURISDICTION AND TRIBE'S EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.** The Nisqually Indian Tribe does hereby expressly consent to a limited waiver of sovereign immunity and consents to jurisdiction in the courts of the State of Washington as having exclusive jurisdiction to hear, resolve and enter final judgment on any legal dispute by and between the parties to this agreement and/or their affected officers, officials, and employees, concerning the interpretation of this agreement, enforcement of any of its provisions, and any complaints or counterclaims for monetary damages and/or for equitable relief for any alleged or actual breach of any provision of this agreement and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

22. **APPROVAL BY CITY & TRIBAL COUNCILS AND RECORDING.** Each party to this Agreement warrants that its City Council or Tribal Council has approved and authorized the signatories below to execute this Agreement. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Thurston County Auditor upon full execution, or in lieu of recording with the auditor, published electronically on the websites of both parties.

23. **REMEDIES.** No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the parties to be bound thereby. Failure to assist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance, nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

24. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

25. **INVALID PROVISIONS.** Should any provisions of this agreement be held invalid, the remainder of the agreement shall remain in effect.

26. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the 18th
day of January, 2016.7

CITY OF TUMWATER

Pete Kmet

Pete Kmet, Mayor

NISQUALLY TRIBE:

Farron McCloud

Name Printed

Farron McCloud

Signature

Approved to as Form:

Allen Kupchuk

City Attorney

Attest:

Melney Valman

City Clerk

**FIRST AMENDMENT
TO
NISQUALLY JAIL SERVICE AGREEMENT**

This First Amendment ("Amendment") is dated effective this 1st day of January, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("TUMWATER"), and Nisqually Indian Tribe, a Federally Recognized Indian Tribe ("NISQUALLY").

A. TUMWATER and NISQUALLY entered into a Service Agreement dated effective January 1, 2017, whereby NISQUALLY agreed to provide jail services ("Agreement").

B. Section 20 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. TUMWATER and NISQUALLY desire to amend the Agreement to continue the services described in of the Agreement, extend the term of the Agreement, remove any guaranteed bed space, and increase the compensation paid to NISQUALLY during the extended term.

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

1. DURATION OF CONTRACT.

Section 3 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2022.

2. GUARANTEED MINIMUM BED SPACE.

Section 5 of the Agreement shall no longer be in effect.

3. PAYMENT

Section 6 of the Agreement shall be amended to read as follows:

BASIC INMATE RATE: Tumwater shall pay to Nisqually the amount of \$100.00 per day (Basic Inmate Rate) per inmate for care. A "day" is the twenty-four hour period beginning at 12:00 a.m. and ending at 11:59 p.m. in the Pacific Time Zone.

SPECIALITY RATES: The following per inmate/per diem Specialty Rates are total rates. They are inclusive of, not in addition to, the Basic Inmate Rate:

- \$180 Medical Care – payable at this rate only when the inmate is in a designated infirmary bed/unit/cell. Payment at this rate is included for any inmate who is detoxing with a Clinical Opiate Withdrawal Scale (COWS) score of 6 or higher;
- \$160 Compliant Mental Health Care – payable at this rate only when the inmate is in a designated mental health bed/unit/cell;
- \$210 Acute Mental Health – payable at this rate only when the inmate is in a designated mental health bed/unit/cell; or,
- \$140 Pharmacy – payable at this rate only when inmate utilizes on-site pharmacy services.

Without prejudice to any other contract right available to it, if Tumwater does not pay the invoice within sixty (60) days of receipt of invoice, Nisqually, acting through its Police Chief, will not accept prisoners until the delinquent amount is paid in full.

4. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
Israel Road SW
Tumwater, WA 98501

Debbie Sullivan
945DD645DF7D4C9...
Debbie Sullivan, Mayor

SERVICE PROVIDER:

NISQUALLY INDIAN TRIBE
4820 She-Nah-Num Dr. S.E.
Olympia, WA. 98513

[Signature]
Chief Executive Officer

Printed Name: ~~Nate Cushman~~ *Peter Ansara*

ATTEST:

Melody Valiant
C727D66D755A4FB...
Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick
9C2747F39AD6419...
Karen Kirkpatrick, City Attorney

First Amendment to Service Provider Agreement - Page 2 of 2
Nisqually Jail Contract

TO: City Council
FROM: John Doan, City Administrator
DATE: May 9, 2023
SUBJECT: Confirmation of Appointment and Approval of Employment Agreement with Lisa Parks as City Administrator

1) Recommended Action:

Confirm the Mayor's appointment of Lisa Parks as the City's next City Administrator and authorize the Mayor to sign the proposed Employment Agreement.

2) Background:

With the pending retirement of the current City Administrator, the City announced the opening of the position, completed a nation-wide recruitment, interviewed candidates with input from multiple constituencies, and held a public reception with a pool of five top candidates. The Mayor is proposing the hiring of Lisa Parks as City Administrator. Lisa is currently the Executive Services Director at the Port of Olympia, where she has been since 2021. Prior to the Port, she was a planner in private practice, the Executive Director of the Port of Douglas County for eight years, the Community Development Director in Leavenworth, and a planner in Douglas County. She has a bachelor's degree in urban and regional planning from Eastern Washington University and has volunteer experience in the Planning Association of Washington, the Eastern Washington University Department of Urban & Regional Planning Professional Advisory Committee, and the Wenatchee Sunrise Rotary, serving as the vice-president and president. The starting salary for the position is \$169,788 with a start date of June 16, 2023.

3) Policy Support:

OUR MISSION:

In active partnership with our community, we provide courageous leadership and essential municipal services to cultivate a prosperous economy, a healthy natural environment, vibrant neighborhoods, and a supportive social fabric.

4) Alternatives:

☐ Do not approve the agreement.

5) Fiscal Notes:

There are funds available to cover the costs for the City Administrator. The salary is within the range for the position.

6) Attachments:

A. Proposed Employment Agreement

EMPLOYMENT AGREEMENT

Lisa Parks, City Administrator

THIS AGREEMENT is entered into as of the ____ day of _____, 2023, by and between the CITY OF TUMWATER, a non-charter optional municipal code city, hereinafter referred to as “City”, and Lisa Parks, hereinafter referred to as “Employee”. For the mutual benefits to be derived, City and Employee hereby agree as follows:

WHEREAS, the City desires to employ the services of the Employee as the City Administrator for the City of Tumwater, as provided by Tumwater Municipal Code TMC 2.10.020 and RCW 35A.12.020, as hereafter amended, respectively; and

WHEREAS, it is the desire of the Council and Mayor of the City of Tumwater to establish and provide certain benefits, establish certain conditions of employment, and set working conditions of the City; and

WHEREAS, it is the desire of the City to: 1) secure and retain the services of the Employee and provide inducement for Employee to remain in such employment; 2) ensure Employee’s peace of mind with future security; 3) promote high standards for ethical behavior; and 4) provide a just means for termination of Employee services at such time as Employee may be unable to fully discharge Employee’s duties or when the City desires to terminate Employee’s employment; and

WHEREAS, the Employee desires to accept employment as the City Administrator for the City of Tumwater, Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Employee agree to as follows:

Section 1. Commencement of Employment. The City hereby agrees to employ Employee as the City Administrator, and Employee hereby agrees to accept employment in accordance with the terms and provisions of this Agreement hereinafter set forth. Employee agrees to commence employment with the City on June 16, 2023 (Commencement Date).

Section 2. Duties and Authority. Employee shall perform all duties of the City Administrator as set forth in city ordinances, the job description attached hereto and incorporated herein as Exhibit A, City’s Personnel/Operating Policies, and other legally permissible and proper duties and functions as assigned by Employer, subject to any limitations set forth in this Section.

A. Employee shall be the City Administrator, functioning as the chief operating officer of the Employer, under the direction and supervision of the Mayor, and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and Employer policies, rules, and ordinances as they exist or may hereafter be amended.

B. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee and the Mayor shall establish written protocols for the supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies and ordinances of the Employer, which authority may be delegated by Employee to such other employees as Employee deems appropriate.

C. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Employer.

D. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of Employer's governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law, regulation, or Employer's agreement with any other person.

E. Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.

F. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by the Mayor and Council, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 3. Ethical Commitments. The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the ethics rules, regulations, and laws of the State of Washington, the City of Tumwater, and the Code

of Ethics of the International City/County Management Association (ICMA). The ICMA Code of Ethics can be found on the ICMA website, icma.org. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics.

Section 4. Term. Although this Agreement is “at will” and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of Employee at any time with or without cause, it is the intent of both parties that the initial term of this Agreement be three (3) years. After the initial term of the Agreement, the Employee and the City have the option to renegotiate the terms and conditions of this Agreement; however, if neither party exercises that option, the terms and conditions of this Agreement shall remain in effect until terminated as provided by law or provisions of this Agreement.

Section 5. Separation.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee at any time.

B. Employee’s employment under this agreement may be terminated upon the occurrence of any one of the following:

1. If Employee has been permanently disabled or is otherwise unable to perform their duties because of illness, accident, injury, mental incapacity or health or other disability and is unable to perform their normal duties for a five (5) month period (unless a longer time period is otherwise agreed to by the Mayor) provided; however, this provision shall not be construed to obligate the CITY to compensate Employee during any period of incapacity beyond accumulated sick leave and vacation time, per the City of Tumwater Policy Manual. In the event of disability or inability to perform under this section the provision of 5(C) shall not apply.

2. By the Employee upon thirty (30) days advance written notice to the City. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their position, subject only to the provisions set forth in this Agreement. In the event of a resignation under this subsection, the provisions of 5(C) shall not apply.

3. Immediately by City for cause. For purposes of this subparagraph, “cause” means Employee’s conviction of any criminal act, or

the occurrence of any of the events as set forth in City of Tumwater Policy Manual, Personnel Policy Section 4.07.01(1). In the event of termination for cause, the provision of Section 5(C) shall not apply.

4. Upon City's written notice of termination to Employee, City may implement such termination as a matter of right without cause, provided that the severance provisions of Section 5(C) shall apply.

C. In the event Employee is terminated by the Mayor pursuant to the provisions of 5(B)(4) of this Agreement, City shall immediately relieve Employee of duty and pay Employee a lump sum cash payment equal to six (6) months' pay. The City agrees to pay Employee any unused sick leave and vacation leave consistent with City policy. Employee agrees to immediately return to City all the City's property of any kind which may be in Employee's possession.

Section 6. Compensation.

A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Sixty Nine Thousand Seven Hundred Eighty Eight Dollars (\$169,788), equal to Grade 88 Step 3, payable in installments in accordance with the normal and usual procedure for payment of employees of the City.

B. Employee shall be entitled to receive annual cost-of-living increases based on the percentage of increase provided to other exempt employees in accordance with City policies. Employee shall be eligible for a step increase from Grade 88 Step 3 to Grade 88 Step 4 after six (6) months of employment. Future step increases shall be annual from that point forward within the designated range and consistent with City policies.

C. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 6A of this Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 7. Performance Evaluation.

A. Employer shall annually review the performance of the Employee. Within thirty (30) days of the Commencement Date, the Mayor and the City Administrator shall agree to a process for establishing goals and expectations which

would form the basis of a review to be completed at the end of the first year of employment. The format and process of the review shall also be established at that time. There shall be a review completed at the end of three (3) months, and at the end of each calendar year thereafter. The review for the prior year will be completed no later than January 30th.

B. The annual evaluation process, at a minimum, must include the opportunity for both parties to:

- a. Conduct a formulary session where the Employer and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period, as well as the upcoming twelve (12) month performance period,
- b. Prepare a written evaluation of goals and objectives for the past and upcoming year, and
- c. Meet and discuss the written evaluation and these goals and objections.

The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

C. In the event the Employer deems the evaluation instrument, format, and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 8. Hours of Work. Employee's work schedule shall be a minimum of forty (40) hours per week. Employee is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer. To that end, Employer intends that reasonable time off be permitted to Employee such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Administrator and subject to approval by the Mayor.

Section 9. Benefits. The following benefits shall be provided to Employee:

A. Sick Leave. Employee shall be provided one (1) day of sick leave per month as provided for employees of the City in accordance with City policies.

Additionally, Employee shall be provided forty (40) hours of banked sick leave upon the Commencement Date.

B. Holidays. Employee shall be entitled to take such paid holidays as are established by the City for exempt employees (currently eleven (11) days and one (1) floating holiday) as identified within the City's Personnel Policies.

C. Vacation. Employee shall accrue vacation leave at a rate of 12 hours per month (equivalent to 10 years of employment) beginning on the Commencement Date and shall be eligible to accrue and use vacation leave consistent with the City's Personnel Policies. Additionally, Employee shall be provided eighty (80) hours of banked vacation leave upon the Commencement Date.

D. Retirement and Deferred Compensation. Employee shall be enrolled in the applicable retirement system available to Employee pursuant to the laws of the State of Washington. Both the City and Employee shall make the contributions that are required to be made in accordance with the applicable laws of the State of Washington. The City shall pay the Employer's contribution towards the Employee's federal social security benefits. The City shall make available to the Employee voluntary deferred compensation plans for long-term savings for retirement as are established by the City for exempt employees.

E. Medical Benefits and Life Insurance. The Employer agrees to provide and to pay the premiums for medical, vision, dental, life, and other insurance for the Employee, Employee's spouse or domestic partner, and dependent children identical to that which is provided to other exempt employees of the City in accordance with City policies.

F. Professional Development. The City agrees to pay the expenses of Employee attending professional association meetings and conferences subject to scheduling and approval by the City Administrator or Mayor and to the extent budget funds are approved by the City Council, including such meetings and conferences necessary to maintain professional certifications. The City further agrees to pay annual dues necessary to maintain professional certifications/licenses, including but not limited to International City Management Association (ICMA), Washington City Management Association (WCMA), and subscription of the Employee necessary for the Employee's continued professional participation, growth, and advancement for the good of the Employer.

Employer further agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, training, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to ICMA annual, regional, and affiliate conferences.

Employee agrees to participate in and Employer agrees to fund up to Four Thousand Dollars (\$4,000) during the term of this Agreement for Employee to participate in the ICMA Gettysburg, WCMA NW Woman's Leadership Academy, or similar leadership education program subject to the approval of the Mayor.

The Employer recognizes the importance of visibility for the City Administrator on behalf of the City and agrees to pay the City Administrator's annual dues for one or more local civic and other organizations approved by the Mayor in an amount not to exceed \$450.00 annually. The City Administrator is authorized to join such local or regional organizations but is not required to do so.

G. **Vehicle Use and Travel.** The Employee shall have available a City-owned vehicle for use for City business. On those occasions the Employee should need to use Employee's personal vehicle for City business, the Employee will be reimbursed for mileage in accordance with the rates established within the City Personnel/Operating Policies.

H. **Cell phone/Electronic Equipment/Expense Account.** Employee shall be reimbursed for work-related expenses in the same manner as other employees as provided by the City's Personnel/Operating Policies. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business use, a laptop, computer, and/or tablet computer, software, and mobile phone required for the Employee to perform Employee's duties and to maintain communication with Employer's staff and officials, as well as other individuals who are doing business with Employer. The equipment described herein shall remain the property of the Employer and shall be immediately returned to Employer upon termination.

Section 10. Bond. The City shall bear the full costs of any bonds required of the City Administrator under any law or ordinance.

Section 11. Professional Liability. City agrees to defend, hold harmless, and indemnify Employee from all demands, claims, suits, acts, errors, or other omissions in legal proceedings brought against Employee in Employee's individual capacity, or in Employee's official capacity, provided the incident arose while Employee was acting within the scope of Employee's employment. This indemnity and hold harmless agreement shall not apply to any dishonest, fraudulent, criminal or malicious act of the Employee or to any act of the Employee which is not performed on behalf of the City or which is outside the scope of Employee's service or employment with the City. This promise to indemnify includes the reasonable costs of defense by counsel of the City's choosing. In the event that the City Council of the City of Tumwater adopts an

indemnification ordinance of general application for City officers and employees, this provision shall be void and the ordinance shall control.

Section 12. General Provisions.

A. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties; provided, however, that nothing herein shall be interpreted to limit or prohibit the City from adopting personnel rules and policies and otherwise establishing standards for the Employee's performance. In the event of conflict between such rules and this Agreement, this Agreement shall control except as provided in Section 11 above.

C. If any provision of this Agreement is held to be unconstitutional or otherwise invalid for any reason, or should any portion of this Agreement be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of the Agreement or its application.

D. Notice. Any written notices required to be given by the City to Employee, or by Employee to the City, shall be delivered to the following parties at the following addresses:

1. City of Tumwater
Mayor's Office
555 Israel Road SW
Tumwater, WA 98501
 2. _____(Employee): at either
_____Department
555 Israel Road SW
Tumwater, WA 98501
- Or
- _____
- _____
- _____

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mails, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed as of this _____ day of _____, 2023.

CITY OF TUMWATER

EMPLOYEE

Debbie Sullivan, Mayor

Lisa Parks

Attest:

Melody Valiant, City Clerk

Approved as to form:

Karen Kirkpatrick, City Attorney

Class Title: City Administrator	Class Code: 101
Department: Executive (EXD)	Reports To: Mayor
Salary Grade: 88	FLSA Status: Exempt
Represented: No	FTE Status: FT Salaried
Competency Level: Executive	Telework/Flex Schedule: Allowed

General Statement of Duties: Serves as the chief operating officer for the city and performs work encompassing the operation and general supervision of all City departments and administrative affairs of the city subject to the authority vested by the mayor; implements policies established by the City Council and Mayor and recommends policies and programs for Council consideration; responsible for the effective utilization of the human, financial and material resources of the city.

Essential Job Duties:

1. Plans, directs, coordinates and administers the activities of all city departments in the implementation of the requirements of decisions, regulation, and policies of the City Council.
2. Coordinates the preparation of the strategic planning, operating budget; reviews and analyzes budget and is responsible for its administration after adoption; monitors purchases and expenditures of all departments.
3. Provides written or oral information and recommends action to the Mayor and Council on such measures as deemed necessary or as requested.
4. Reviews and approves operating procedures and performance standards for city departments.
5. Recommends organization, staffing, and supervision of city operations.
6. Responsible for overall supervision, direction, evaluation, training and recruitment of City personnel.
7. Attends full meetings and work-sessions of the City Council; represents the City in interjurisdictional matters and meetings and responds to the media and other organizations as necessary.
8. As management representative, may participate in union negotiations and provides recommendations regarding negotiation strategy.
9. Assists the mayor generally in conducting the City's business in all matters and performs other duties and assumes other responsibilities as the Council or Mayor directs, or as ordinances and resolutions of the City Council require.

Performs other duties as required.

Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. The requirement listed below are representative of the knowledge, skills and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Extensive knowledge of modern principles and practices of municipal government, including program planning, direction, coordination and evaluation.
2. Extensive knowledge of municipal finance, including capital improvement programs and municipal budget law.
3. Knowledge of modern human resource management principles and practices including teambuilding; strategic thinking, global perspective and fostering diversity, equity and inclusion.
4. Knowledge of strategic information technology issues.
5. Knowledge of administrative techniques required to effectively coordinate activities of all city departments.
6. Knowledge of municipal codes and policies with superior knowledge of local government acumen and technical skills.
7. General knowledge of key issues affecting city governments including modern public safety, economic development and environmental sustainability.
8. Ability to present ideas and data clearly and concisely both orally, and in writing, to groups and individuals.
9. Ability to articulate the City vision, mission and strategic goals as formulated by the Mayor and City Council to employees, community members, partner agencies and other stakeholders.
10. Ability to work seamlessly in a digital environment and have modern technical skills to utilize key management technology systems and personal devices.
11. Exercise keen judgement, imagination and foresight in making management decisions and developing long-range plans.
12. Plan for the financial strength of the City through the development and coordination of programs for generating revenues, controlling expenses and efficient utilization of resources.
13. Analyze a wide variety of information, and to prepare clear and concise reports.
14. Establish and maintain effective working relationships with elected officials, other local jurisdictions and partners, union representatives, local organizations, and the public.
15. Analyze organizational and administrative problems.
16. Adopt or recommend an effective course of action and provide leadership to others in such action.
17. Delegate responsibility in balance with available resources.

Minimum Qualifications: Bachelor's degree in public administration, business administration, or closely related field and 5 years of progressively responsible and well-rounded experience at the management level of a public sector agency with broad working knowledge of local government, and municipal services.

Preferred Qualifications: Master's degree in public or business administration. Ten (10) years of demonstrated successful management experience as a city department director, assistant city administrator/manager or city administrator/manager. Designation as an ICMA Certified Manager.

Training/Licenses/Certifications: Possession of a valid Washington State Driver's License and an insurable driving record may be required.

Other Requirements: Must be able to pass background and credit check, and driver's abstract check.

Supplemental Information:

Contacts: Contact includes citizens, personnel of all departments and divisions, the business community, neighborhood organizations, the media, chief administrative officers and elected officials of other communities, and City Council members. The City Administrator is occasionally involved in highly sensitive and/or emotional interactions requiring skill in gaining the trust and confidence of others. Professional development and contact with management professionals of other agencies and jurisdictions is encouraged to keep current on trends and new developments in the field of municipal management. Contacts with an increasingly diverse City population including a growing Hispanic/Latino population and important Native American tribal stakeholders.

Supervision: This position reports to the Mayor. Work is subject to general direction by the Mayor and Council and is reviewed through discussions and analysis of recommendations and results achieved, and adherence to federal, state and local laws, and policies. Supervision, direction and personnel management of city department heads is required.

Accountability: Major decisions affecting the effective operation of City functions are the responsibility of the City Administrator and errors could cause serious setbacks to the City's ability to carry out its mission. The City Administrator is directly responsible to the City Council for the effective operation of all City functions.

Working Conditions: Positions in this class perform work predominately under normal office working conditions; considerable time working at a computer station is

a regular part of the job. Travel to other local municipal and agency partners regularly required. Managing a flexible work schedule with evening meetings is required. Reliable, punctual attendance is required.

Physical Requirements: Work is often performed in an office setting either at City Hall or from a home office. Specific physical requirements and typical working conditions for this position are on file in the Administrative Services Department.

The City of Tumwater is an Equal Opportunity Employer (EOE) and does not discriminate in employment on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor.

The City of Tumwater is committed to wellness, safety, the environment and equity.

TO: City Council
FROM: Austin Ramirez, Economic Development Program Manager
DATE: May 9, 2023
SUBJECT: 2023 Legislative Session Report

1) Recommended Action:

This item is a briefing only.

2) Background:

On November 1, 2022, City Council approved the attached 2023 Legislative Agenda. Kelsey Hulse from Strategies 360 will be joining staff to provide an update on the outcomes of the City's legislative priorities, as well as a summary of the 2023 legislative session. Included in the report is AWC's summary of city priorities and outcomes for this session.

3) Policy Support:

Strategic Priority: "Pursue Targeted Community Development Opportunities" –

- Facilitate Brewery Redevelopment
- Rejuvenate the Brewery Neighborhood
- Continue to work with SPSCC and others to build Tumwater's brand in support of the craft beverage industry

Strategic Priority: "Build a Community Recognized for Quality, Compassion and Humanity"-

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

Strategic Priority: "Create and Maintain a Transportation system Safe for All Modes of Travel"

- Design and build the E Street Connection

Strategic Priority: "Be a Leader in Environmental Sustainability"

- Capitol Lake estuary restoration and Budd Inlet restoration
-

4) Alternatives:

This item is a briefing only.

5) Fiscal Notes:

There is no specific cost to the Legislative Agenda, although specific projects may have costs reflected in various City plans and budgets.

6) Attachments:

- A. 2023 Tumwater Legislative Agenda
- B. 2023 AWC Legislative Outcomes



City of Tumwater Legislative Agenda

E Street Extension Engineering and Permitting \$6.6 million

Build a connection from Capitol Boulevard to Cleveland Avenue (Yelm Highway) at E Street to alleviate congestion near the brewery and provide access over the railroad tracks to the brewery warehouse. The conceptual design is complete and pending public input. The relocation of Tumwater Valley Drive from the E Street intersection is under construction in conjunction with the Craft District development. This is an ideal project for major funding from a State or Federal program. Engineering and the initial permitting cost is \$3.4 million, the right-of-way is estimated at \$3.2 million, and the total project cost is estimated at \$54.2 million. The City is seeking funding for design, engineering, initial permitting, and right-of-way acquisition. Additional information at www.ci.tumwater.wa.us/estreet

Craft Brewing and Distilling Start-Up Center \$265,000*

The emerging Craft District in Tumwater, with Phase 2 currently under construction, will be a regional hub for commerce, education, workforce training, and entrepreneurial support, the facility is an industry-wide catalyst and helps fill supply-chain gaps, expands markets, and directly connects regional farmers with end market users. An Integrated Malt System & Storage System will further differentiate this unique and innovative district by facilitating the use of local grains for brewing and distilling purposes. The System also allows regional brewers and distillers access to malted grains creating competitive products and distinct local flavor. This System would also enable local brewers and distillers to access local grains instead of purchasing malted grains from Skagit Valley Malting. Currently, regional brewers and distillers must purchase and transport malted grains from malting companies located some distance from the region and, most often, out of state.

Tumwater Boulevard/I-5 Interchange \$5 million

The Tumwater Boulevard/I-5 Interchange serves the Port of Olympia Airport, the New Market Industrial Campus, numerous State agencies, and a growing retail base. This request is to support the City and new development—public, private-retail, private-industrial, and residential—in adding roundabouts to each end of the freeway crossing. The improvements are needed to reduce congestion, facilitate freight movement, and avoid back-ups onto I-5 at peak hours. The entire project is \$15 million, with the other funds coming from development and the City.

* Shared Legislative Agenda Item

AWC Association of Washington Cities Priority

Economic Development on Bush Prairie**\$4 million***

Significant parts of the Cities of Tumwater and Yelm have been removed from development for housing, employment, schools, State facilities, and utilities due to the listing of several prairie species, most notably the Mazama Pocket Gopher, listed as threatened under the Endangered Species Act. The City of Yelm is beginning to develop a Habit Conservation Plan that will require them to acquire land for a mitigation bank before development can happen in impacted areas. The City of Tumwater and the Port of Olympia are working to develop a Habitat Conservation Plan (HCP) that identifies the type and amount of mitigation land to be set aside for gopher mitigation banking. The bank allows private and public development to occur in areas within the cities where development has been halted because of habitat impacts.

The amount of land needed for Tumwater is estimated at 1,015 acres at a cost of over \$55 million over 30 years, including establishing and maintaining the appropriate prairie land. Tumwater and the Port of Olympia are approximately 12 months away from completion of their HCP. Still, they must demonstrate commitment to obtaining and developing mitigation before the HCP is completed. They also need to demonstrate a commitment to acquiring land and developing mitigation. We request \$2.5 million in funding for Tumwater and \$1.5 million for Yelm to initiate the mitigation bank. It would be used for the initial land purchase and improvement into the qualifying habitat. As other property is developed, which impacts the habitat, credits will be sold, and the proceeds reinvested in more property to be converted into mitigation. The objective in both Cities is to jump-start the creation of a sustaining mitigation bank.

WSDOT Regional Offices Redevelopment**\$2.8 million***

The State Department of Transportation vacated the Olympic Region offices in 2020. The 10-acre site was identified as the keystone to the Capitol Boulevard Corridor Plan. It provides opportunities to provide affordable and market-rate housing, retail, public, and potentially historic preservation.

The City is asking the Legislature to make the State Department of Transportation whole for them to transfer the property to the City. The City would make one-third of the property available for affordable housing. The other third would be market-rate housing, and the remainder would be commercial and public. Although the City would initially hold the property, it would seek one or more private sector partners to develop it. The City is particularly interested in ensuring this property develops and does not sit vacant and blighted. The City is also seeking \$300,000 to assist with site planning costs. The cost estimate will be updated when WSDOT completes an updated appraisal.

* SHARED LEGISLATIVE AGENDA ITEM

AWC ASSOCIATION OF WASHINGTON CITIES PRIORITY

Shared Legislative Agenda (includes other items with *)

These are initially proposed items. The list will be finalized later in the year as participating agencies submit their proposals. Local items above marked with * are also candidates for the Shared Agenda.

I-5 Improvements

\$1.5 M for the planning of shoulder running option. This is in addition to the funding approved for the I-5/Nisqually design.

Homeless Response Funding

Following significant investment in facilities, we need to ensure operation funding is provided for these facilities beyond the current biennium budget.

Maker Space Expansion

\$1.0 M to expand the Lacey Makers Space. It is part of a four-pronged innovation approach that includes the craft brewing and distilling center, the art center in Olympia, and the Ag Center in Tenino.

Climate Change Response

We need to fund specific improvements in our communities to advance climate change initiatives. Olympia is working to develop a specific list of fundable activities.

Budd Inlet Restoration

\$3.78 M for remediation and habitat restoration efforts in lower Budd Inlet to address contaminated sediment and severe shoaling. The inlet must be restored before the removal of the 5th Avenue Dam and estuary restoration.

Community Projects

These projects benefit the Tumwater community and have requested legislative support but are led by someone other than the City.

Family Education and Support Services (FESS)

FESS is requesting a capital contribution from the Legislature in the amount of \$2.2 million to help secure the remaining 15-year lease to sustain critical service delivery. The Regional Resilience Center benefits the public by providing a one-stop-resource center where families impacted can find concrete support in times of need (housing, food, diapers, and other hygiene items), evidence-based parenting education, employment, financial management guidance, and home visitation services.

Policy & Statewide Issues

1% Property Tax Cap

The City property tax revenue growth is capped at 1% under a voter-approved initiative. The only exceptions are new construction, annexations, and levy lid lifts. Recent record inflation is significantly impacting City services, now and in the future. The City supports indexing the cap to an inflation index.

Extension of Transportation Benefit Districts

Current law allows a Transportation Benefit District (TBD) to be renewed once after its initial 10-year term. The City's TBD has been vital in stabilizing the overall City budget and dramatically improving road quality and safety. The first term will expire in 2025, and making allowances for long-term planning and funding of transportation infrastructure is essential. We suggest that there is no limit to the number of renewals of a TBD.

Association of Washington Cities Priorities

The Association of Washington Cities is bringing forward five priorities. Detailed information and fact sheets are available at <https://wacities.org/advocacy/City-Legislative-Priorities>

1. Respond to the Blake decision with funding and investment in alternatives to prosecution (response teams, treatment facilities, in-jail treatment, social workers and treatment providers, and system navigators).
2. Address vehicle pursuits for public safety by clarifying the ability of law enforcement to conduct vehicle pursuits using a reasonable suspicion standard in specific circumstances.
3. Ensure basic infrastructure funding by fully funding the Public Works Assistance Account, allowing current revenue diversions to sunset, and refrain from other diversions. Also, expand state funding opportunities for infrastructure.
4. Increase housing availability and affordability with additional tools, incentives, and revenues.
5. Provide behavioral health resources with excellent access to services at the community level, including substance use disorder treatment, dual diagnosis treatment facilities, and co-responder programs to aid law enforcement.

Adopted November 11, 2022

Contact

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2023 Legislative Session:

City priorities & outcomes—the pros and cons.



Respond to the *Blake* decision

Support clarification around the crime of possessing a controlled substance so individuals, law enforcement, and treatment providers can respond appropriately.

Incomplete: Did not pass legislation to create a statewide criminal penalty for drug possession (**SB 5536**).

Pro: Provided funding for new therapeutic courts, law enforcement assisted diversion programs, and substance use disorder and behavioral health treatment.

Pro: Appropriated **\$11.5 million** in continued funding to reimburse cities for vacating simple drug possession convictions, including cannabis or cannabis paraphernalia, to comply with *State v. Blake*.



Address vehicle pursuits for public safety

Clarify law enforcement's ability to conduct vehicle pursuits with reasonable suspicion standard in specific circumstances.

Pro: Passed legislation allowing for a reasonable suspicion standard for pursuits of certain dangerous crimes (**SB 5352**).

Pro: Funded a **\$3 million** grant program for new vehicle tracking technologies.

Pro: Funded additional CJTC BLEA classes in Burien, Spokane, and at three new regional training academies.

Pro: Appropriated **\$5 million** for law enforcement wellness programs.



Increase housing availability & affordability

Support a proactive approach with new tools, incentives, and revenues to increase housing supply and address affordability. Recognize the need for a multifaceted approach bolstering city capacity to accommodate new housing construction with more certainty and speed. Acknowledge the need for significantly more resources to meet the identified need for lower income housing.

Pro: Adopted bills exempting residential development from SEPA (**SB 5412**), eliminating external design review boards (**HB 1293**), providing state assistance for permit streamlining (**SB 5290**), and changes to the building codes (**SB 5491**). Passed a negotiated permit processing reform bill (**SB 5290**).

Pro: Funded infrastructure to support housing, including the Public Works Assistance Account (PWAA) and the Connecting Housing and Infrastructure Program (CHIP).

Pro: Adopted agreed-to zoning changes to support middle housing development while preserving decision-making flexibility for cities (**HB 1110**).

Incomplete: Invested nearly **\$1 billion** in funding for low-income housing and related services, but did not dedicate ongoing state revenues, nor establish local authority for new revenue. Dedicated and sustainable revenue is still needed.

more on back



Contact:

Candice Bock

Government Relations Director
candiceb@awcnet.org





Ensure basic infrastructure funding

Fully fund Public Works Assistance Account (PWAA), allow current revenue diversions to sunset, refrain from further fund transfers or diversions. Expand state funding opportunities for local maintenance and operations.

Pro: Funded the PWAA at **\$400 million** for the 2023-25 biennium. Expiring revenue diversions will sunset, restoring full funding to the account.

Pro: Maintained commitments made in the Move Ahead WA package for city preservation and maintenance. Appropriated **\$9 million** for the Transportation Improvement Board and **\$14.6 million** for the Complete Streets Program.



Provide behavioral health resources

Create greater access to community-based behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities.

Pro: Improved the 988-behavioral and mental health crisis line (**HB 1134**), and established certification criteria for 23-hour crisis relief centers (**SB 5120**).

Pro: Appropriated **\$1.17 billion** for behavioral health treatment expenses statewide, including provider rate increases, funding for 988-crisis response, and substance use disorder treatment and prevention. Appropriated **\$884 million** for behavioral health facilities. Of this funding, **\$224 million** is for community-based behavioral health facilities, and **\$613 million** is allocated for a new 350-bed forensic hospital wing at Western State Hospital.

Pro: Provided **\$4 million** in grant funding for local alternative response programs.



Other significant issues:

Cities identified several significant policies for the 2023 session.

Pro: Standardized and increased procurement limits (**HB 1621**). The Capital Projects Advisory Review Board must review and make recommendations on the proposed increases.

Pro: Clarified that cities may use impact fees to fund improvements to bicycle and pedestrian facilities not within road rights-of-way (**SB 5452**).

Pro: Modified small works roster requirements, addressed issues of equity in public works procurement, and revised the small and limited works roster process to increase administrative efficiency (**SB 5268**).

Con: Did not address legislation to reduce the impact of unnecessary and costly public records litigation (**HB 1597/SB 5571**).

Pro: Passed legislation to phase out the PERS 1 unfunded accrued actuarial liability (UAAL) surcharge resulting in significant savings for cities over time (**SB 5294**).

Pro: Passed balanced legislation and associated funding to help cities integrate climate change considerations into the Growth Management Act (**HB 1181**).

Pro: Reinstated the annexation sales tax credit to support cities annexing large areas with fiscal support to provide urban levels of service (**HB 1425**).

Pro: Funded the Fish Barrier Removal Board at the highest level in the state's history. This critical funding source helps cities correct fish-blocking culverts to support salmon recovery.

Con: Did not revise the arbitrary 1% property tax cap to instead tie it to inflation and population growth up to 3% (**HB 1670/SB 5770**).

Contact:

Candice Bock
Government Relations Director
candiceb@awcnet.org

TO: City Council
FROM: Lance Inman, Information Technology Manager
DATE: May 9, 2023
SUBJECT: Council Tablet Council Device Replacement Discussion

1) Recommended Action:

Make a device selection based on presented pros, cons and personal preference.

2) Background:

The Council iPads are now four years old and it is time to look at replacement options. We will be presenting two options this replacement cycle. A two iPad solution similar to the Council's current setup and a single Windows laptop solution. Smart phones were also approved in budget and can be ordered dependent on each Councilmember's selection.

3) Policy Support:

Vision/Mission/Beliefs

Excellence

We strive for excellence and integrity in providing City services. By providing quality services, being responsible and efficient stewards of public resources, and empowering employees to achieve excellence, we continue to build public trust and encourage civic involvement. We know that excellence does not have to come at the price of our sense of community or our small city character

4) Alternatives:

- ☐ Each Councilmember selects a preferred solution.
 - ☐ Delay device replacement until 2024.
-

5) Fiscal Notes:

iPads were purchased on 10/23/2018. The addition of cell phones for Councilmembers was approved in the 2023-2034 budget.

6) Attachments:

None.