



CITY OF
TUMWATER

**GENERAL GOVERNMENT COMMITTEE - SPECIAL
MEETING AGENDA**

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

**Tuesday, April 15, 2025
8:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: General Government Committee, March 18, 2025 - Special
4. Ordinance No. O2025-003, Planning Commission Composition (Community Development Department)
5. 93rd Avenue SW and Case Road SW 10 Percent Annexation Petitions (TUM-25-0128) (Community Development Department)
6. First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan Climate Planning Grant (Community Development Department)
7. First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan GMA Periodic Update Grant (Community Development Department)
8. Service Provider Agreement with Bobbie & Amanda's Cleaning Service for Janitorial Services (Parks and Recreation Department)
9. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/84744810480?pwd=B3bvtivhdBPgsyDzLDOT08YZHJtXC.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 847 4481 0480 and Passcode 196848.

Public Comment

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

Post Meeting

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

Accommodations

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

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF SPECIAL VIRTUAL MEETING
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CONVENE: 8:00 a.m.

PRESENT: Chair Michael Althausen and Councilmember Leatta Dahlhoff.

Absent: Councilmember Joan Cathey.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Assistant City Administrator Kelly Adams, Community Development Department Director Michael Matlock, Finance Department Director Troy Niemeyer, Water Resources and Sustainability Department Director Dan Smith, Deputy Director of Community Development Department Brad Medrud, Sustainability Manager Alyssa Jones Wood, Housing and Land Use Planner Erika Smith-Erickson, and Associate Planner Dana Bowers.

**APPROVAL OF
MINUTES: GENERAL
GOVERNMENT
COMMITTEE,
JANUARY 8, 2025 &
FEBRUARY 18, 2025**

MOTION: Councilmember Dahlhoff moved, seconded by Chair Althausen, to approve the January 8, 2025 and February 18, 2025 minutes as presented. A voice vote approved the motion.

**2025
COMPREHENSIVE
PLAN PERIODIC
UPDATE – CLIMATE
ELEMENT,
RESILIENCE SUB-
ELEMENT:**

Manager Jones Wood briefed the committee on the Resilience Sub-Element of the Climate Element. A Climate Element, inclusive of a Resilience Sub-Element is now required by the Growth Management Act. Another requirement is consideration of environmental justice throughout the Climate Element.

Staff and Thurston County Emergency Management staff discussed the proposed actions to ensure no actions duplicate efforts. The sub-element includes adaptation actions, such as weatherizing and hardening homes and infrastructure, densely developing in low-risk areas rather than in high-risk areas, and improving and restoring habitat connectivity.

Three key terms included throughout the element include:

1. *Adaptation* is the process of adjusting to new climate conditions to reduce risks to valued assets (including, but not limited to people & property).
2. *Climate resilience* is the on-going process of anticipating, preparing for, and adapting to changes in climate to minimize impacts to natural systems, infrastructure, and communities.
3. *Passive survivability* is building to ensure that residences will

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remain at a safe temperature for occupants during loss of power to maintain regular body temperature.

Manager Jones Wood displayed a table reflecting both low and high emissions, and shared that global emission trends suggest planning based on a high emissions scenario. The Council adopted a resolution committed to meeting the Paris Agreement targets in 2021, limiting the increase in global average temperature to below 2°C, and striving to limit the temperature increase to 1.5°C above pre-industrial levels. Globally, the temperature is forecasted to increase by 3.3°C.

Within the high emissions scenario by 2100, Tumwater's average temperature from June through August would reflect an increase of 9.5°C and 52.2 more days of high temperatures with humidity. Annual precipitation is forecasted to increase by 5.1%, fire danger days would increase by 2040, and sea level would increase by 2.7 feet affecting Tumwater Historical Park.

Several maps were shared reflecting climate extreme heat days, prolonged drought conditions, and increases in wildfire days.

The Resilience Sub-Element includes more goals to prepare for climate change resilience. Both Thurston County and the City of Tumwater prepared an Emergency Management Plan, which supports efforts as well as the City's Hazard Mitigation Plan.

Manager Jones Wood reviewed a series of goals in the Resilience Sub-Element and invited feedback and questions on any of the proposed goals.

- Goal CL-9: Ensure that buildings and energy infrastructure can accommodate renewable energy opportunities, keep the community safe, and can withstand and recover from extreme weather and natural hazards worsened by climate change.

Councilmember Dahlhoff cited ongoing and future construction of the North End Fire Station (T2), Tumwater Community Center, and the Public Works Operation and Maintenance Building. She asked how climate goals would be incorporated with those construction projects. Manager Jones Wood said back-up power would be incorporated in the Operations and Maintenance Building. The community center could serve as a resilience hub and if so, would need backup power; however, she is unsure of what has been included in the preliminary design. Staff is working on a solar plus storage feasibility assessment for both fire stations. It appears both stations would be good candidates with the Headquarters Fire Station a better candidate at this time because the T2 Station requires a new roof prior to installation of solar. Grants for solar

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have become available and likely would fund solar for the library building, which can accommodate solar and also serve as the City's only heating and cooling shelter.

City Administrator Parks said the community center design process in the conceptual design phase would include evaluating the feasibility and advisability of incorporating solar within the construction of the building.

Chair Althausen asked for additional clarification as to the definition of a resilience hub. Manager Jones Wood explained that resilience hubs are continuously open and serve the function of a heating or cooling shelter in addition to other services, such as distributing food and water to the community or providing charging for phones or cars. Most successful resilience hubs are located at existing community-based organizations and are typically utilized at a neighborhood scale. Libraries serve as a successful resilience hub as many community members visit the library for a variety of services. Successful resilience hubs are locations routinely serving a community daily.

- Goal CL-10: Increase preparedness for acute climate impacts and improve the resilience of Tumwater's people and systems against climate hazards.

Possible actions include outreach, providing a database of vulnerable residents needing a check-in post severe weather or climate event, and ordinances and training for staff to ensure all employees know how to operate during a disaster. All department directors will review the goals following the City's internal and public review process.

- Goal CL-11: Preserve, protect, and sustain cultural sites and resources in alignment with the values and needs of Tribes, traditional stewards, and frontline communities.

Staff received recent suggestions from the Squaxin Island Tribe that have not been incorporated concerning the tribe's access to forest foraging for culturally important food resources. Those edits will be included in a second draft of the Climate Element.

Councilmember Dahlhoff asked whether the City has developed an inventory of places and spaces that have a connection to tribes. City Administrator Parks responded that in lieu of inventories, the City is working to develop close working relationships with the Squaxin Island Tribe, Nisqually Indian Tribe, and the Confederated Tribes of the Chehalis. She anticipates working with the tribes to incorporate inventory spaces and places the tribes would support.

- Goal CL-12: With climate, growth, and environmental changes in

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mind, identify and elevate the protection of key habitats, ecosystem services, and wildlife corridors.

Chair Althausen addressed the difficulty of the Comprehensive Plan speaking only to the broader goals for the protection of habitat lacking specific references to at-risk species, such as the pocket gopher. The issue speaks to ensuring the City protects endangered species within its boundaries. Manager Jones Wood noted that with the exception of identifying the Oregon spotted frog in the element, other species are not identified because of potential conflicts as some habitat conservation measures could conflict with other species.

Deputy Director Medrud added that state and federal listed species are addressed within the Conservation Element. References in the Resilience Sub-Element refer to the Conservation Element.

- Goal CL-13: Ensures that zoning and development decisions support compact urban development, prevents displacement, and fosters system-wide resilience, including a resilient local economy.

Manager Jones Wood said the goal is tied to the Housing Element and the Economic Development Element.

Councilmember Dahlhoff spoke to difficulties often encumbered by residents in complying with various codes and requirements. She suggested the possibility of including more flexibility. Several non-profits are encountering difficulties in the development process meeting specific codes as well as a local development that has encountered fencing issues. City Administrator Parks commented on the difficulty of those types of issues because many of the examples are specific to precise code provisions. While the Comprehensive Plan provides the policy overview, many problems involve codes, which staff can and has tracked for review by the Council. Other than the goals and policies in the Comprehensive Plan enabling code language that enables flexibility, such as waiving a requirement, staff seeks guidance within the operating legal framework for adherence to development requirements. Councilmember Dahlhoff replied that it is important to ensure the elements afford the City some flexibility when issues arise surrounding the development of housing.

- Goal CL-14: Ensure that the local transportation system, including infrastructure, routes, and non-motorized travel modes, fosters connectivity and can withstand and recover quickly from climate impacts.

Councilmember Dahlhoff questioned whether the extension of Intercity

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Transit service on Old Highway 99 would assist the City in meeting its goals for climate and transportation. It is important for the element to address additional transit routes or accessibility for Old Highway 99 and the Black Hills High School area. Manager Jones Wood responded that the plan includes an assessment of the Capital Facilities Plan to ensure all modes of transportation are considered including excavation routes. Additionally, efforts with Intercity Transit are included in the Climate Element, as more transit would benefit the community. However, it is also important to recognize that there are some limitations with respect to deferring City greenhouse gas emissions and vehicle miles traveled to another entity. It would be important not to create another problem should Intercity locations expand service to areas lacking population density,

Councilmember Dahlhoff acknowledged that there are infrastructure challenges with respect to a bus turnaround area near Black Hills High School that should be considered by the City. Manager Jones Wood replied that priorities could be revised in the Capital Facilities Plan, such as prioritizing ways of not creating obstacles for more transit.

- Goal CL-15: Protect and improve water quality and availability.
- Goal CL-16 Expand local food justice to address climate impacts and increase access to nourishing, affordable, culturally appropriate, and climate-friendly foods while expanding local use of composting.

Manager Jones Wood encouraged members to contact her to provide additional feedback or to answer questions.

FOOD SYSTEM PLAN DEVELOPMENT UPDATE: Planner Bowers reported the Food System Plan addresses some food access issues within the community. She introduced consultant Rebeca Potasnik who is supporting the development of the Food System Plan.

Ms. Potasnik described the results of outreach and some surveys completed since the last update to the committee. Twenty-five interview sessions were conducted with 32 individuals. Additionally, there were several informal discussions with seniors during lunch at the Old Town Center. The survey was forwarded to 56 individuals using Survey Monkey with 25 responses to open-ended questions, inviting in-depth responses. Both in the surveys and during conversations, many people mentioned how pleased they were that the City was engaging in the work. Many of the individuals involved in the discussion were subject matter experts with many individuals wearing multiple hats. Initial themes and observations included:

- The food system is a complex web and not confined to city limits,

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- Tumwater's food system is impacted by other systems such as transportation and housing,
- Food assistance providers report demand for their services is increasing at a faster rate than the county's population growth,
- Robust, broad, regional collaboration is needed,
- Meatloaf is the most popular menu item served to seniors at Old Town Center,

Key challenges identified include:

- Rising food costs,
- Limited transportation access to local, healthy food,
- Insufficient infrastructure for cold storage and distribution and processing facilities,
- Potential impacts of federal budget cuts on programs that feed vulnerable populations,
- Unaffordability of land for new farmers,
- Insufficient emergency preparedness in response to climate change, a pandemic, and other situations,
- Lagging food rescue and composting initiatives,

Opportunities identified include:

- Myriad benefits to supporting the local food system including economic, environmental, climate, and health,
- Leveraging values-based, public purchasing policies,
- Elevating a broad range of well established, existing local food initiatives,
- Supporting community gardens and urban agriculture,
- Coordination among food assistance providers,
- Emergence of local food hubs,

Ms. Potasnik shared several quotes from the surveys on the importance of education, local purchasing, and loss of farmland,

Next steps include synthesizing key findings from subject matter experts, literature reviews, and assessing the current landscape and resources to assist in drafting goals and objectives for the Food System Plan, followed by prioritizing strategies and metrics. She invited questions and comments.

Councilmember Dahlhoff suggested framing of recommendations and priorities as low, medium, or high to assist the Council in directing efforts or establishing priorities.

**2025
COMPREHENSIVE
PLAN PERIODIC**

Deputy Director Medrud presented the draft Housing Element Goals, Policies, and Implementation Actions and shared information on the update process.

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**UPDATE – HOUSING
GOALS, POLICIES,
AND
IMPLEMENTATION
ACTIONS:**

The update process included engaging with the community. An active housing stakeholder group comprised of developers, service providers, and non-profit providers received updates throughout the process. Staff is currently working on the technical element and has scheduled an internal review of the entire element over the next several months with the intent for the committee and the Planning Commission receiving an update in June.

Staff incorporated the Housing Action Plan within the Housing Element to avoid multiple plans addressing the same issues. Each goal, policy, and action includes an associated issue, such as affordability, remaining housed, or assistance to seniors, etc. The plan includes tracking the ease of implementation with respect to time, efforts, programming, and resources. The goals essentially address the importance of building more housing, retaining existing housing, and seeking opportunities to establish some form of permanent funding for affordable housing.

Councilmember Dahlhoff recommended replacing “citizen” throughout the document to reflect “resident.” Deputy Director Medrud advised that the language would reflect “resident” or “and others in the community.”

Councilmember Dahlhoff said she received comments from an individual who proposed several infill projects but was unsuccessful because of required buffers, sidewalks, and other development requirements. She asked whether the plan promotes or allows for infilling to avoid sprawl. Deputy Director Medrud said that as part of the Comprehensive Plan update, it may entail some allowances for flexibility in the code by emphasizing the direction of the code amendments. It is also important to discuss whether the goal is to ensure people can access transit from their housing by ensuring walkability. It is difficult to achieve that goal when some projects do not fund or address necessary improvements. The issue speaks to where City resources would be required to fill gaps to avoid burdening particular projects that may be providing another public benefit such as affordable housing.

Councilmember Dahlhoff questioned how staff is tracking all the updates and the applicability of whether updates are reviewed by the Council. She is aware of a project that has been delayed two years and another project delayed for three years. Her goal is avoid multi-year delays. Deputy Director Medrud admitted that there are no easy answers as the issue is complex. In many cases, staff is not aware of what may be occurring with a particular development, as there may be multiple reasons the developer elects not to check in with staff, such as financing issues. The preferable step is encouraging communication to provide staff with sufficient information to determine the issues before they become too burdensome and delay a project.

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Deputy Director Medrud encouraged members to provide feedback on the draft goals.

**CONTRACT
APPROVAL FOR A
12-YEAR
MULTIFAMILY TAX
EXEMPTION FOR
THE YORKSHIRE
APARTMENTS
(TUM-25 0140):**

Deputy Director Medrud reported the City received an application for the Yorkshire Apartment project for the 12-year Multifamily Tax Exemption Program. The total number of units in the application is 240 with 48 units requested for the 12-year tax exemption to provide low and modern income households with affordable housing. The request is to place the contract on the Council's April 1, 2025 Consent Calendar with a recommendation to approve and authorize the Mayor to sign. Staff completed the administrative review of the application and deemed it complete and meeting criteria within the code.

MOTION:

Chair Althausser moved, seconded by Councilmember Dahlhoff, to place the contract for a 12-Year Multifamily Tax Exemption for the Yorkshire Apartments (TUM-25-0140) on the City Council April 1, 2025, Consent Calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.

**SERVICE PROVIDER
AGREEMENT WITH
THE THURSTON
REGIONAL
PLANNING
COUNCIL FOR
TRANSPORTATION
MODELING:**

Deputy Director Medrud reported the proposal is a service provider agreement with Thurston Regional Planning Council for transportation modeling in support of the update of the Transportation Plan as part of the larger Comprehensive Plan update. The request is to place the Service Provider Agreement with the Thurston Regional Planning Council for Transportation Modeling on the March 18, 2025, City Council Consent Calendar with a recommendation to approve and authorize the Mayor to sign.

MOTION:

Councilmember Dahlhoff moved, seconded by Chair Althausser, to place the Service Provider Agreement with the Thurston Regional Planning Council for Transportation Modeling on the March 18, 2025, City Council Consent Calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.

ADJOURNMENT:

With there being no further business, Chair Althausser adjourned the meeting at 8:57 a.m.

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

TO: General Government Committee
FROM: Brad Medrud, Deputy Community Development Director
DATE: April 15, 2025
SUBJECT: Ordinance No. O2025-003, Planning Commission Composition

1) Recommended Action:

Place Ordinance No. O2025-003, Planning Commission Composition, on the May 6, 2025, City Council meeting on considerations with a recommendation to adopt.

2) Background:

RCW 35.63.020 authorizes the City to create a city planning commission consisting of three to twelve members to be appointed by the Mayor and confirmed by the City Council. The Planning Commission was established by Ordinance No. 992 on July 1, 1984, consisting of nine Commissioners and the City Council modified the Planning Commission via Ordinance No. 1383 in 1993, to allow for one member of the Planning Commission to reside in the Urban Growth Area of the City of Tumwater.

The Planning Commission has experienced vacancies that have gone unfilled for several months due to a lack of resident volunteers and the large size of the Planning Commission has contributed to scheduling difficulties and canceled meetings due to a lack of quorum. Reducing the number of Planning Commissioners to seven would create a more manageable Commission that is easier to schedule meetings for, more likely to achieve a quorum, and less likely to cancel required meetings.

3) Policy Support:

City Council Strategic Priorities and Council Goals 2025 - 2026

- Refine and Sustain a Great Organization

4) Alternatives:

☐ None.

5) Fiscal Notes:

This is an internally funded item.

6) Attachments:

A. Ordinance No. O2025-003

ORDINANCE NO. O2025-003

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending TMC 2.56.010 related to the creation and composition of the Planning Commission to decrease the number of Planning Commission members as more particularly described herein.

WHEREAS, RCW 35.63.020 authorizes the City to create a city planning commission consisting of three to twelve members to be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, the Planning Commission is required by RCW 35.63.040 to hold at least one regular meeting in each month for not less than nine months in each year; and

WHEREAS, the Planning Commission was established by Ordinance No. 992 on July 1, 1984 consisting of nine Commissioners; and

WHEREAS, the City Council modified the Planning Commission via Ordinance No. 1383 in 1993, to allow for one member of the Planning Commission to reside in the Urban Growth Area of the City of Tumwater; and

WHEREAS, the City Council reduced the terms of Planning Commission members via Ordinance No. O2012-001 on May 15, 2012 from six years to four years and

WHEREAS, the language in Ordinance No. O2012-001 regarding how to start the staggering of positions is no longer necessary and may be removed; and

WHEREAS, the Planning Commission has experienced vacancies that have gone unfilled for several months due to a lack of resident volunteers; and

WHEREAS, the large size of the Planning Commission has contributed to scheduling difficulties and canceled meetings due to a lack of quorum; and

WHEREAS, reducing the number of Planning Commissioners to seven would create a more manageable Commission that is easier to schedule meetings for, more likely to achieve a quorum, and less likely to cancel required meetings; and

WHEREAS, the Tumwater City Council finds that amending the composition of the Planning Commission and reducing the total number of Commissioners is in the best interests of the City;

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

Section 1. Section 2.56.010 of the Tumwater Municipal Code is hereby amended to read as follows:

There is hereby created, in accordance with Chapter 35.63 RCW, a planning commission for the city, which will consist of ~~seven~~^{nine} members to be appointed by the mayor, with the consent of the majority of the city council, from ~~citizens~~^{residents} of recognized fitness for such position. Members must be residents of the city except at any given time one member may qualify for membership by residing in the city's urban growth area as an alternative to actual residency. ~~The terms of office for the members appointed to such commission shall be designated from one to four years, in such a manner as to provide that the fewest possible terms will expire in any one year. Of the two positions that expire on November 1, 2012, the new term of office for one shall be a three-year term, and one shall be a two-year term. Thereafter, t~~The term of office for each appointive member shall be four years.

(Ord. O2016-001, Amended, 02/02/2016; Ord. O2012-001, Amended, 05/15/2012; Ord. O2006-004, Amended, 02/07/2006; Ord. 1383, Amended, 05/18/1993; Ord. 1303, Amended, 08/20/1991; Ord. 992, Added, 07/01/1984)

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

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

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

Section 5. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 20__.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: General Government Committee
FROM: Brad Medrud, Deputy Community Development Director
DATE: April 15, 2025
SUBJECT: 93rd Avenue SW and Case Road SW 10 Percent Annexation Petitions (TUM-25-0128)

1) Recommended Action:

Place the 10 Percent Annexation Petitions on the May 6, 2025, City Council consideration calendar for the City Council to decide whether they will accept the proposed annexation and whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

2) Background:

The owners of two properties currently in Tumwater's urban growth area in unincorporated Thurston County filed petition applications under Chapter 35A.14 RCW for annexation to the City on February 5, 2025, that were deemed complete on March 18, 2025, after payment of the necessary review fees.

Because the two property owners own all the property included in the annexation area, they filed petitions representing both the ten percent and sixty percent of the value of the properties proposed for annexation.

The property owners have asked that their properties be annexed into the City of Tumwater and indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

3) Policy Support:

Goal LU-2: Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve natural resources, protect critical areas, preserve open space, and reduce sprawl.

Policy LU-2.4 Ensure new annexations adhere to the goals and policies of the City's Annexation Policy.

4) Alternatives:

☐ None.

5) Fiscal Notes:

An initial review of the fiscal impact of the proposed annexations will be determined in advance of the May 6, 2025, City Council meeting.

6) Attachments:

- A. Staff Report
- B. Presentation
- C. Waunch Annexation Ten and 60 Percent Petitions
- D. Elwin Annexation Ten and 60 Percent Petitions

STAFF REPORT

Date: April 15, 2025

To: General Government Committee

From: Brad Medrud, Planning Manager



93rd Avenue SW & Case Road SW Ten Percent Annexation Petitions (TUM-25-0128)

The owners of two properties on 93rd Avenue SW currently in Tumwater's urban growth area in unincorporated Thurston County are requesting that they be annexed into Tumwater. The two property owners filed ten percent annexation petition applications with the City on February 5, 2025, which were deemed complete on March 18, 2025, after payment of the necessary application review fees.

The property owners have indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan. Because the two property owners own all the property included in the annexation area, they filed annexation petitions representing both ten percent and 60 percent of the value of the properties proposed for annexation.

At their April 15, 2025, meeting, the General Government Committee will be asked to place the ten percent annexation petitions on the May 6, 2025, City Council consideration calendar for the City Council to decide whether it will accept the proposed annexation and whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

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1 – Background

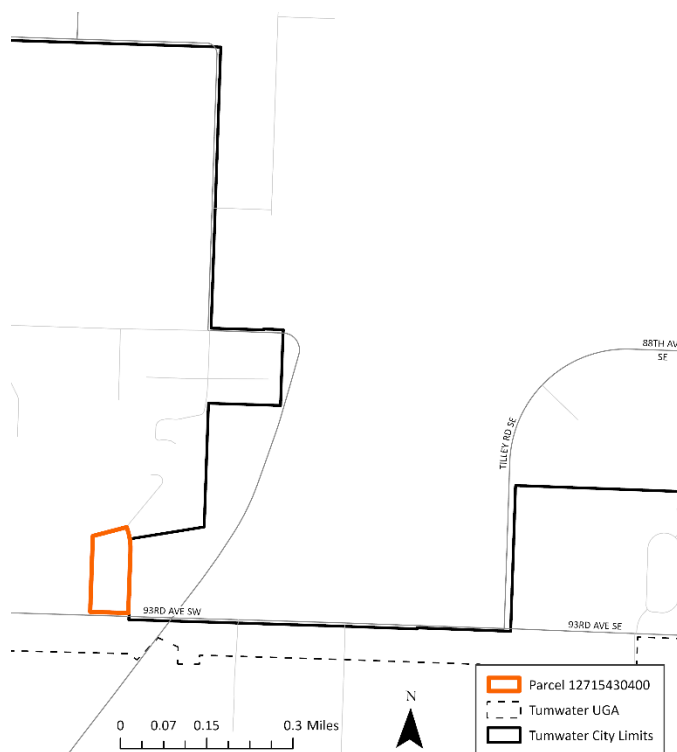
As a non-charter Code City, Tumwater follows the annexation process outlined in Chapter 35A.14 RCW. Cities such as Tumwater that plan under the Growth Management Act may annex only property that is located within their designated urban growth areas.

The two parcels in the proposed annexation area are located northwest of the intersection of 93rd Avenue SW and Case Road SW and are 10.74 acres in size. The proposed annexation area is east of the current city limit and has a Light Industrial zone district designation with the Airport Overlay:

1. The first annexation petition is for the property at 1020 93rd Avenue SW, Thurston County Assessor's parcel number 127125420203, which is approximately 4.87 acres and is owned by Nathan Waunch.



2. The second annexation petition is for a property on 93rd Avenue SW with no site address, Thurston County Assessor's parcel number 12715430400, which is approximately 5.87 acres and is owned by H. John and Diane Elwin.



The properties are undeveloped aside from a house and outbuildings.

The ten percent annexation petitions request that the City Council set a date not later than 60 days after the filing of the ten percent petition for a meeting with the property owners to determine:

- Whether the City Council will accept, reject, or geographically modify the proposed annexation;
- Whether the City Council will require adoption of a comprehensive plan for the area to be annexed [This has been completed already through the Tumwater Thurston County Joint Plan by the City and County.]; and
- Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

2 – Growth Management Act and Annexations

The Growth Management Act (GMA) establishes the framework for Tumwater's annexation authority. A major goal of GMA is to reduce urban sprawl by encouraging development in urban areas where adequate public facilities already exist or where such facilities can be more efficiently provided (RCW 36.70A.020(1) and (2)). To help implement this goal, GMA requires

that counties designate urban growth areas “within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature” (RCW 36.70A.110(1)).

Tumwater’s urban growth area includes land sufficient to accommodate the 20-year population growth projected for the City. In addition, GMA states that “it is appropriate that urban government services be provided by cities, and urban government services should not be provided in rural areas” (RCW 36.70A.110(3)). Consistent with the goal of controlling the spread of urban growth, GMA limits the territory Tumwater may annex to that which lies within its urban growth area (RCW 35A.14.005). The Tumwater Thurston County Joint Plan provides the necessary Comprehensive Plan policies dealing with land use, housing, capital facilities, utilities, and transportation in Tumwater’s urban growth area.

3 – General Guidelines for Evaluating Proposed Annexations

The Municipal Research and Services Center of Washington prepared the updated guidebook *Annexation by Washington Cities and Towns* in 2020.

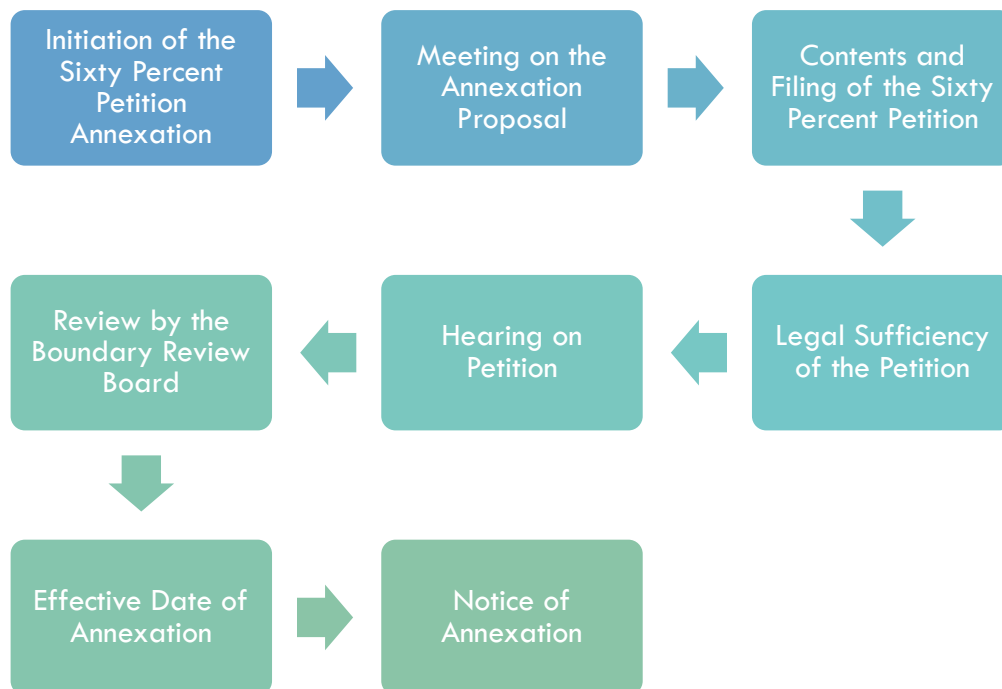
The Guidebook suggested consideration of the following basic principles when considering an annexation to ensure that the chances of a successful completion of the annexation would be increased and the effect upon the City would be positive.

- *The boundaries of the annexation area should be drawn in accordance with the ability (both from a geographic and economic standpoint) of the city to provide services. The need for services should be taken into account.*
- *The population and assessed valuation of the area should be sufficient to allow the area to pay its fair share of the cost of providing services.*
- *The area should contribute to the logical growth pattern of the city and should encourage orderly growth. Where possible, irregular boundaries should be avoided.*
- *It should be no larger than what the city is able to service adequately with capital improvements and services within a reasonable time.*
- *The area should be adaptable to anticipated expansion requirements of the city for residential or commercial/industrial purposes.*
- *The boundaries of an area should be drawn to include residents who are generally favorable toward annexation or where annexation can be demonstrated to be advantageous to the residents of both the fringe area and the city.*
- *In drawing boundaries of an annexation area, due regard should be given to special districts in the area (see Special Districts).*

4 – Sixty Percent Annexation Method Process

The most frequently used method of annexing unincorporated territory is by petition of the owners of at least 60 percent of the property value in the area, computed according to the

assessed valuation of the property for general taxation purposes. The steps in the 60 percent annexation method process are as follows:



A. Initiation of the Sixty Percent Petition Annexation

Under RCW 35.14.120, prior to circulating a petition for annexation, the owners of property representing not less than ten percent of the assessed value of the property for which annexation is sought must give written notice to the City Council of their intention to commence annexation proceedings. This process was completed on March 18, 2025, when the 10 percent petition applications were deemed completed after payment of the necessary application review fees.

B. Meeting on the Annexation Proposal

Following RCW 35A.14.120, after being notified of the proposed annexation, the City Council is to set a date not later than 60 days after the filing of the 10 percent petition for a meeting with the initiating parties to determine:

- Whether Tumwater will accept, reject, or geographically modify the proposed annexation;
- Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330 and 35A.14.340); and
- Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

This meeting with the City Council is proposed for May 6, 2025. If the City Council requires the adoption of a proposed zoning regulation and/or the assumption of all or any portion of

indebtedness as conditions to annexation, it is to record this action in the minutes of the meeting. City Council acceptance of the proposed annexation is a condition precedent to circulation of the petition. There is no appeal from the City Council's decision.

C. Contents of Petition

Under RCW 35A.14.120, if the City Council accepts the initial annexation proposal, the 60 percent petition may be drafted and circulated. The 60 percent petition must:

- Describe the property according to government legal subdivisions or legal plats.
- Be accompanied by a map that outlines the boundaries of the property sought to be annexed.
- If the City Council has required the assumption of all or any portion of City indebtedness and/or the adoption of a proposed zoning regulation for the area to be annexed, set forth these facts clearly, together with a quotation of the minute entry of that requirement.
- Be signed by the owners of not less than 60 percent of the assessed value of the property for which annexation is petitioned.
- Comply with the rules for petitions in RCW 35A.01.040 (RCW 35A.14.130).

The applicants have submitted complete 60 percent annexation petition applications. So if the City Council approves the ten percent petitions, then this step will have been completed.

D. Filing of Sixty Percent Petition

The completed 60 percent annexation petition is to be filed with the City Council (RCW 35A.14.120). Although there is no time limit specified in the annexation statutes as to when a petition needs to be filed with the City Council after it has begun circulating for signatures, the signatures on a petition are valid only if signed no later than six months prior to the filing date. Any signatures older than six months are to be stricken from the petition by the officer certifying petition sufficiency (RCW 35A.01.040(8)).

The applicants have submitted complete 60 percent petition applications. So if the City Council approves the ten percent petitions, then this step will have been completed.

E. Legal Sufficiency of the Petition

The annexation petitions must be certified as sufficient (i.e., as having valid signatures representing the required 60 percent of property value). Within three working days of the filing of the 60 percent petition, the officer with whom the petition is filed must transmit the petition to the county assessor, who makes the determination of the sufficiency of the petition. The county officer whose duty it is to determine petition sufficiency must file with the officer receiving the petition for filing a certificate stating the date the determination of sufficiency was

begun. The officer determining petition sufficiency must do so “with reasonable promptness” (RCW 35A.01.040(4)).

This will be the next step if the City Council approves the ten percent petitions.

F. Hearing on Petition

Under RCW 35A.14.130, when a legally sufficient annexation petition is filed, the City Council may consider it and:

- Fix a date for a public hearing, and
- Provide notice specifying the time and place of the hearing and inviting interested people to appear and voice approval or disapproval of the annexation. The notice is to be:
 - Published in one or more issues of a newspaper of general circulation in the City; and
 - Posted in three public places within the territory proposed for annexation.

There are no statutory requirements concerning the actual hearing, other than to give proponents and opponents an opportunity to speak.

G. Decision

Because Tumwater may not annex territory without prior Thurston County Boundary Review Board approval, an annexation ordinance passed following a hearing but before board review cannot yet be effective. Consequently, the City Council will be asked to approve a resolution of intent to annex. If the review board approves the annexation, the City Council will adopt the formal annexation ordinance.

H. Review by the Boundary Review Board

Under RCW 36.93.090 and .100, Tumwater must file a “notice of intention” with the Thurston County Boundary Review Board within 180 days of when the annexation is proposed. For the purposes of 60 percent annexation petition, an annexation is “proposed” when the annexation petition is filed with the Tumwater.

If the proposal includes annexation of the territory of a fire district, in this case the East Olympia Fire District, Tumwater must provide notice to the district of the proposed annexation simultaneously when notice of the proposed annexation is provided to the Thurston County Boundary Review Board.

The board may assume jurisdiction over the annexation if, within 45 days of filing the notice of intention, a request for review is made by:

- Thurston County or any other affected governmental unit; or
- Petition of registered voters or property owners.

If jurisdiction is not invoked within 45 days, the proposed annexation is deemed approved by the Thurston County Boundary Review Board.

The board must act within 120 days of the review request unless the board and the annexation initiators agree to an extension. If no decision is made within 120 days and no extension is granted, the proposal is deemed approved.

I. Effective Date of Annexation

The annexation, together with any provision relating to application of a proposed zoning regulation, is effective on the date fixed in the annexation ordinance. The relevant statute, RCW 35A.14.150, does not specify any date by which the annexation must be made effective. Note, however, that there are important timing issues as to when an annexation occurs with respect to when the City's property tax levy can be effective in the newly annexed area and with respect to receipt of state-shared revenues, sales tax, and, if applicable, sales tax equalization payments.

J. Notice of Annexation

1) Notice to State (Office of Financial Management Certification)

Tumwater must submit an annexation certificate and additional supporting documents to the state Office of Financial Management within 30 days of the effective date of annexation specified in the annexation ordinance (RCW 35A.14.700).

The Office of Financial Management files the approved annexation certificates on a quarterly basis. Filing dates are the last working days of November, February, May, and August. Annexations are not approved and filed until all of OFM's requirements are met. Revenues may be lost as a result of problems in the certification process because revenue distributions are not backdated.

2) Notice to County, Light and Power and Gas Distribution Businesses, and, Where Applicable, to Fire Protection and Library Districts

At least 60 days before the effective date of the annexation, Tumwater is required by RCW 35A.14.801 to provide to the county treasurer and assessor and to light and power and gas distribution businesses, by certified mail or electronic means, notice of the annexation that includes a list of annexed parcel numbers and street addresses.

If Tumwater annexes territory within a fire district, which in this case is the East Olympia Fire District, it is required to provide the same notice to the district. The county treasurer is required to remit to the City only those road taxes and, where applicable, fire district and library district property taxes collected 60 days or more after receipt of the notice. Light and power businesses and gas distribution businesses are only required to remit to the City those utility taxes collected 60 days or more after receipt of the notice.

3) Notice to Department of Revenue

Sales tax changes may take effect only on January 1, April 1, or July 1. The term “sales tax changes,” for purposes of this legislation, includes changes resulting from annexation (RCW 82.14.055(4)). The City must provide notice to the Department of Revenue at least 75 days before the change takes place.

4) Notice to City Departments.

Although any annexation will impact some City departments more than others, all will be advised of the annexation.

5 – Staff Recommendation and Request

- Accept the proposal to annex, with no modifications.
- Do not propose any amendments to the existing land use designations or zone districts.
- Require the annexed area to assume City indebtedness.
- Ask the General Government Committee to place the ten percent annexation petitions on the May 6, 2025, City Council consideration calendar for the City Council to discuss with the applicants.

93rd Avenue SW & Case Road SW Ten Percent Annexation Petitions (TUM-25-0128)



General Government Committee, April 15, 2025

Intent

- Present the two Ten Percent Annexation Petitions
- Explain the 60 Percent Annexation Method Process
- Discuss Next Steps



Background

- The owners of two properties on 93rd Avenue SW in Tumwater's urban growth area are requesting to be annexed
- Ten percent annexation petition applications were filed with the City on February 5, 2025, and were deemed complete on March 18, 2025, after payment of application review fees
- Because the two property owners own all the property included in the annexation area, they filed annexation petitions representing both ten percent and 60 percent of the value of the properties proposed for annexation



Background

- The property owners have indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the land use designations and zone districts for their property
- Staff is unaware of any pending development applications for the properties

Proposed Annexation Area

- The proposed annexation area consists of two parcels located northwest of the intersection of 93rd Avenue SW and Case Road SW that is 10.74 acres in size
- The two parcels have a Light Industrial zone district designation with the Airport Overlay and are undeveloped aside from a house and outbuildings

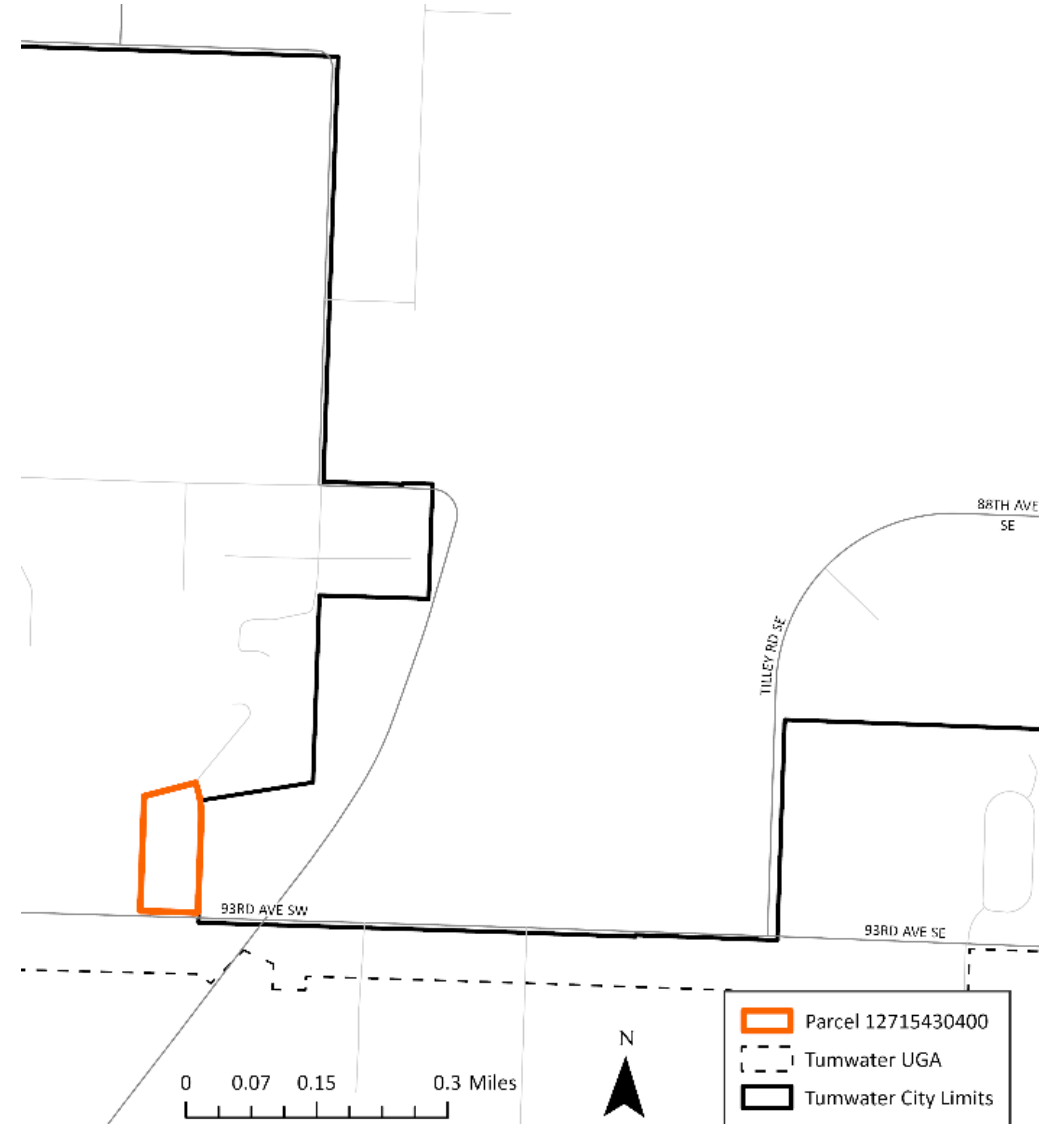
Proposed Annexation Area – Property #1

- 1020 93rd Avenue SW
- Parcel #127125420203
- Owned by Nathan Waunch
- Approximately 4.87 acres



Proposed Annexation Area – Property #2

- 93rd Avenue SW with no site address
- Parcel # 12715430400)
- Owned by H. John and Diane Elwin
- Approximately 5.87 acres



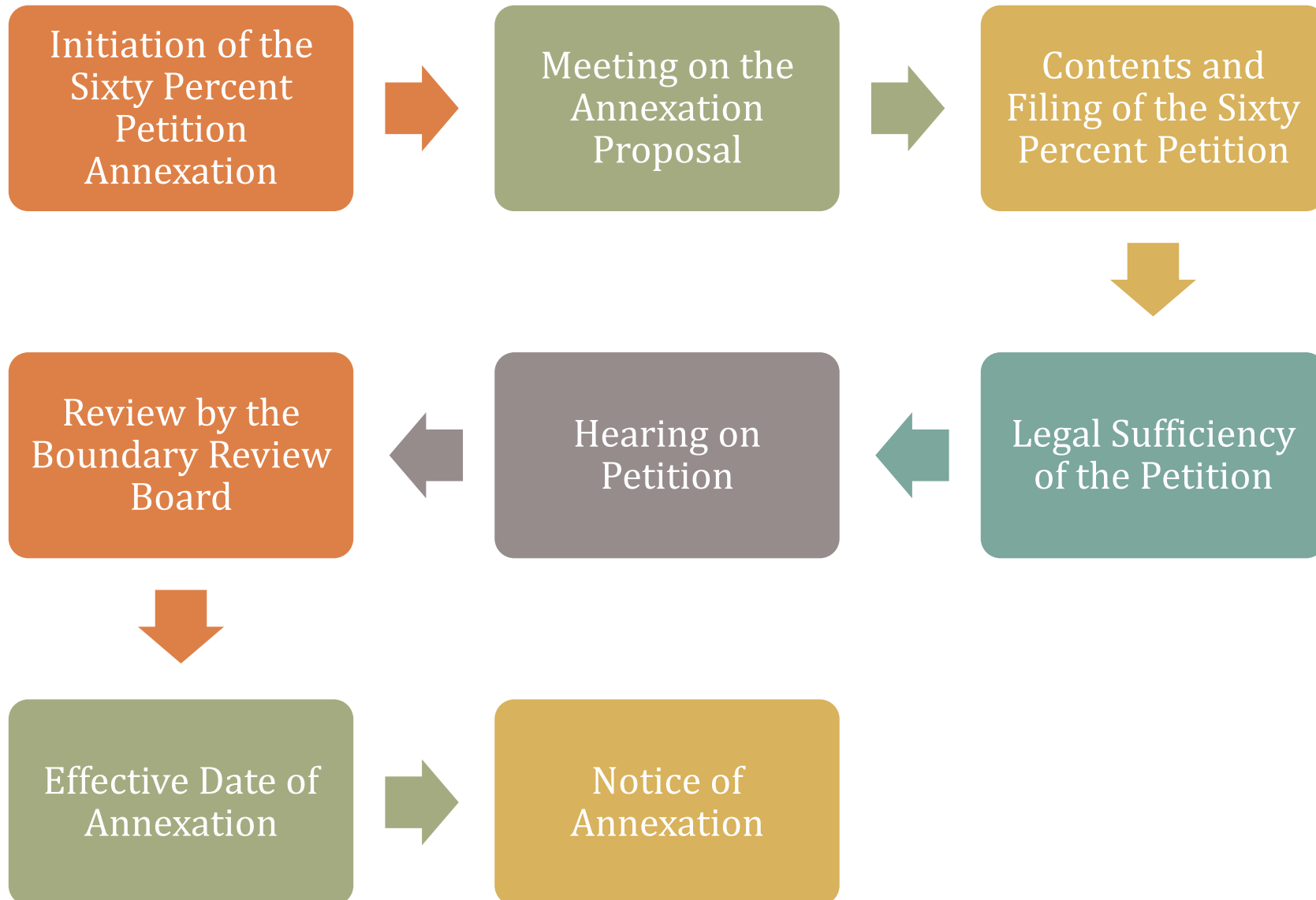
Initial Request of City Council

The ten percent annexation petitions request that the City Council set a date not later than 60 days after the filing of the ten percent petition for a meeting with the property owners to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require adoption of a new land use designation for the area to be annexed; and
3. Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed



Sixty Percent Annexation Method Process



Staff Recommendation

- Accept the proposal to annex, with no modifications
- Do not propose any amendments to the existing land use designations or zone districts
- Require the annexed area to assume City indebtedness

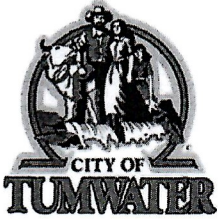
Initial Request of City Council

- The General Government Committee will be asked to place the ten percent annexation petitions on the May 6, 2025, City Council consideration calendar for the City Council to discuss with the applicants

Future Steps

- If the Council decides to accept the annexation proposal – either as proposed or modified – then a 60 percent petition will be drafted and circulated to the affected property owners
- Approval by property owners representing 60 percent of the assessed value of the annexation area is required
- Final approval would only occur after review and approval of the Boundary Review Board, followed by a public hearing and a vote of City Council





CITY OF TUMWATER
 555 ISRAEL RD. SW, TUMWATER, WA 98501
 Email: cdd@ci.tumwater.wa.us
 (360) 754-4180

**PETITION FOR ANNEXATION TO
 THE CITY OF TUMWATER**

TUM - 25-

0128

Kerri
 RCVD BY

DATE STAMP

02-05-2025

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being the owners of not less than sixty percent (60%) in value of the real property herein described, do hereby petition that such territory be annexed to and made a part of the City of Tumwater.

The territory proposed to be annexed is within Thurston County, Washington, and the boundaries are outlined on the plat accompanying petition. The property is described as follows:

(Legal Description)

THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHWEST QUARTER OF THE
 SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;
 EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOWN AS
 LATHROP ROAD.

The City Council of the City of Tumwater met with the initiating parties at a Council meeting on: _____ and did determine that the City would accept the proposed annexation. At said meeting, the City Council did also determine that:

It would require the simultaneous adoption of a comprehensive plan for the area to be annexed; and

It would require the assumption of existing City indebtedness by the area to be annexed, as disclosed by the minute entry regarding the same in the minutes of said Council meeting.

Petition for Annexation to the City of Tumwater

This page is one of a number of identical pages forming one petition seeking the annexation of territory to the City of Tumwater, Washington, as above stated, and may be filed with other pages containing additional signatures.

The petitioners subscribing hereto agree that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City of Tumwater, including assessments or taxes in payment of any bonds issued or debts contracted prior to or existing at the date of annexation.

(Names of the petitioners should be in identical form as the same appear of record in the chain of title to the real estate. All owners must sign.)


 OWNER'S SIGNATURE

NATHAN WAUNCH

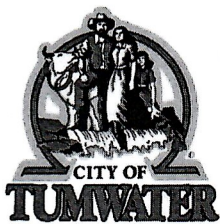
PRINTED NAME

ADDRESS: 1020 93RD AVE SW, OLYMPIA, 98501

ASSESSOR'S PARCEL #: 12715420203

DATE: _____

APPROXIMATE # OF ACRES: 4.87 (10.74 total annexation area)



CITY OF TUMWATER
555 ISRAEL RD. SW, TUMWATER, WA 98501
 (360) 754-4180 (360) 754-4126 (FAX)
 Email: cdd@ci.tumwater.wa.us

**NOTICE OF INTENT TO COMMENCE
 ANNEXATION PROCEEDINGS**

TUM - 25-

0128

Kerri
 RCVD BY

DATE STAMP

02-05-2025

TO THE CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being owners of not less than ten percent in value of real property herein described for which annexation is sought, hereby notify the City Council of the City of Tumwater that it is our desire to commence annexation proceedings.

The property herein referred to is described in Exhibit "A" attached hereto and is depicted in Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Tumwater set a date not later than sixty (60) days after the filing of this request for a meeting with the undersigned to determine:

Whether the City Council will accept the proposed annexation;

Whether the City Council will require adoption of a comprehensive plan for the area to be annexed;
 and

Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

Said property is now in Thurston County. We wish to have this property annexed into the City of Tumwater and are willing to assume our fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intent to be presented and considered as one Notice of Intent.

(Names of the petitioners should be in identical form as the same appear on record in the chain of title to the real estate. All owners must sign.)

OWNER'S SIGNATURE

NATHAN WAUNCH

PRINTED NAME

ADDRESS: 1020 93RD AVE SW, OLYMPIA, 98501

DATE: _____

ASSESSOR'S PARCEL#: 12715420203

LEGAL DESCRIPTION OF ENTIRE ANNEXATION AREA: _____

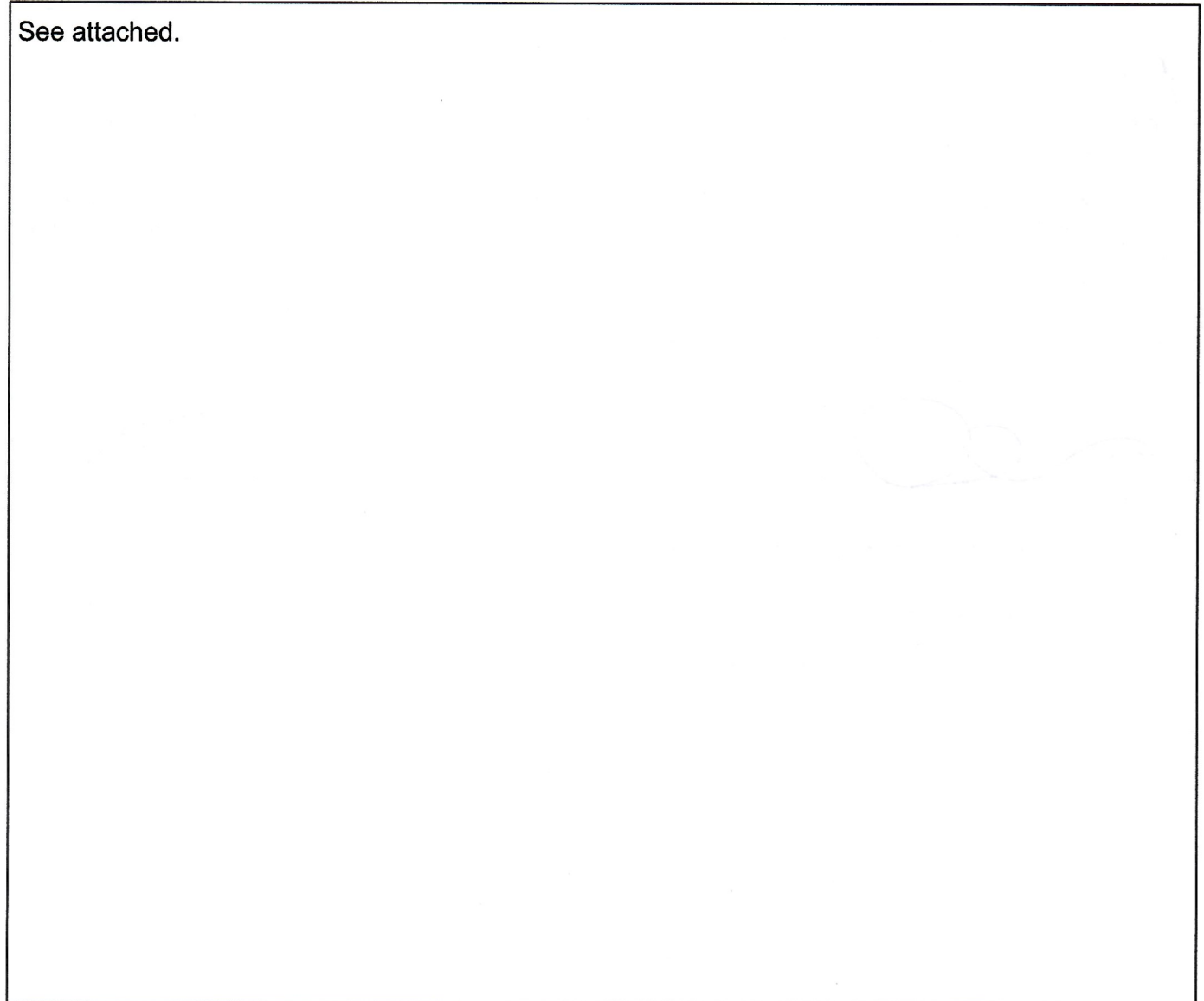
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EXHIBIT "A" – LEGAL DESCRIPTION

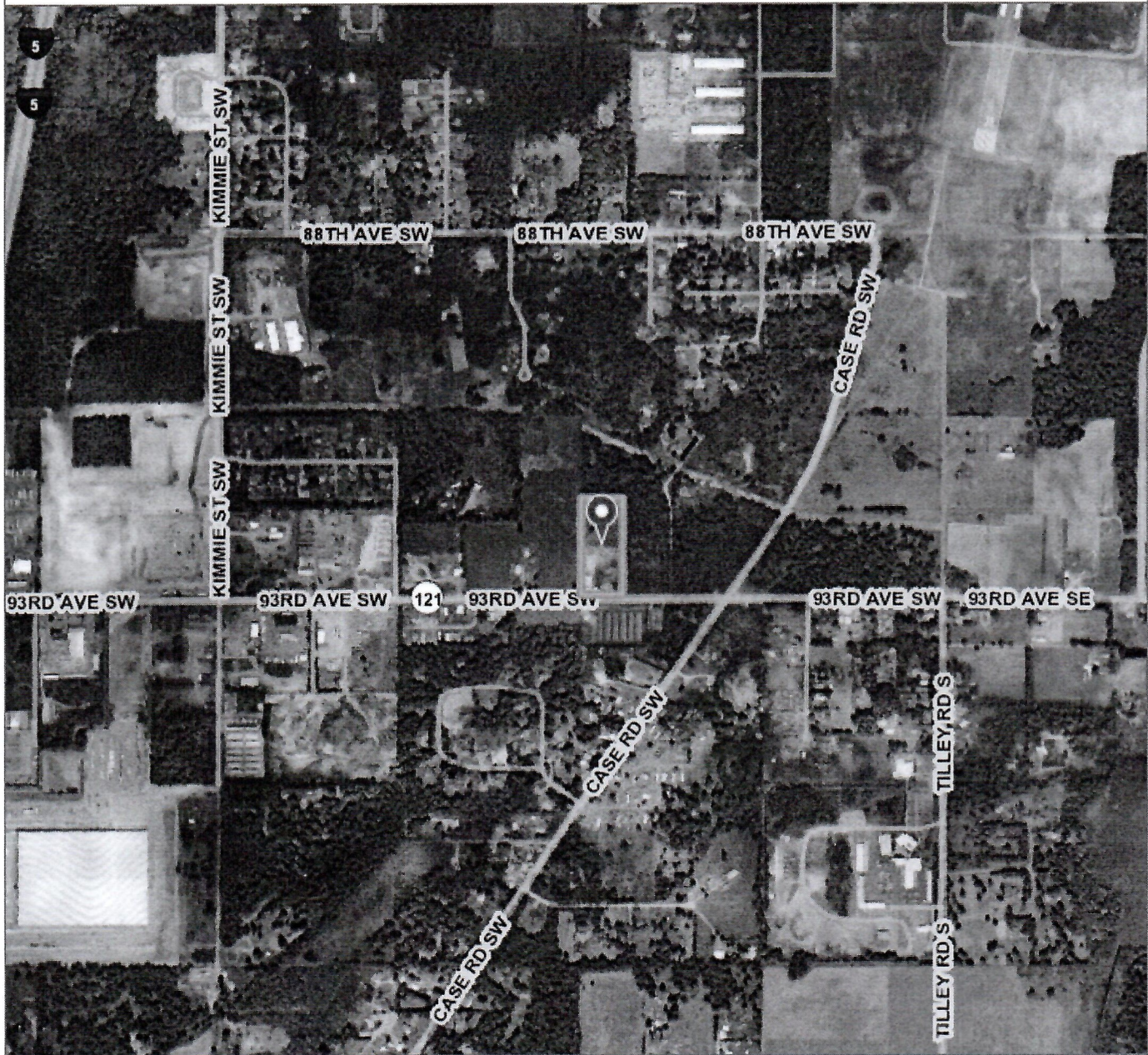
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LATHROP ROAD.

EXHIBIT "B" – MAP

See attached.

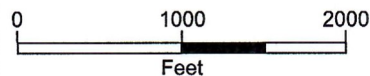


12715420203

**Legend**

- ☐ Parcel Boundaries
- Roads - Major
 - Major Roads
 - Ramp
 - I 5; US 101
- Roads (Large Scale)
- Railroads
- ☐ County Border

Scale 1: 19,586



Map Created Using GeoData Public Website

Published: 11/11/2024

Note:



The information included on this map has been compiled by Thurston County staff from a variety of sources and is subject to change without notice. Additional elements may be present in reality that are not represented on the map. Ortho-photos and other data may not align. The boundaries depicted by these datasets are approximate. This document is not intended for use as a survey product. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. Thurston County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. In no event shall Thurston County be liable for direct, indirect, incidental, consequential, special, or tort damages of any kind, including, but not limited to, lost revenues or lost profits, real or anticipated, resulting from the use, misuse or reliance of the information contained on this map. If any portion of this map or disclaimer is missing or altered, Thurston County removes itself from all responsibility from the map and the data contained within. The burden for determining fitness for use lies entirely with the user and the user is solely responsible for understanding the accuracy limitation of the information contained in this map. Authorized for 3rd Party reproduction for personal use only.



CITY OF TUMWATER
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 Email: cdd@ci.tumwater.wa.us
 (360) 754-4180

**PETITION FOR ANNEXATION TO
 THE CITY OF TUMWATER**

TUM -

DATE STAMP

RCVD BY

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being the owners of not less than sixty percent (60%) in value of the real property herein described, do hereby petition that such territory be annexed to and made a part of the City of Tumwater.

The territory proposed to be annexed is within Thurston County, Washington, and the boundaries are outlined on the plat accompanying petition. The property is described as follows:

(Legal Description)

That portion of the Southeast quarter of Section 15, Township 17 North, Range 2 West, W.M.,
 shown as Tract 1 of Survey recorded March 20, 1979 under File No. 1071074, in Thurston
 County, Washington. Situate in the County of Thurston, State of Washington

The City Council of the City of Tumwater met with the initiating parties at a Council meeting on:
 ____-____-____ and did determine that the City would accept the proposed annexation. At said meeting, the City
 Council did also determine that:

It would require the simultaneous adoption of a comprehensive plan for the area to be annexed; and

It would require the assumption of existing City indebtedness by the area to be annexed, as
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Petition for Annexation to the City of Tumwater

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The petitioners subscribing hereto agree that all property within the territory hereby sought to
 be annexed shall be assessed and taxed at the same rate and on the same basis as other property
 within the City of Tumwater, including assessments or taxes in payment of any bonds issued or
 debts contracted prior to or existing at the date of annexation.

*(Names of the petitioners should be in identical form as the same appear of
 record in the chain of title to the real estate. All owners must sign.)*

DocuSigned by:

70CBA09705414B8...

DocuSigned by:

55759EDF42644EE...

WIN

Diane Elwin

PRINTED NAME

ADDRESS: 93RD AVE SW, OLYMPIA, 98501

ASSESSOR'S PARCEL #: 12715430400

DATE: 1/28/2025 2/6/2025

APPROXIMATE # OF ACRES: 5.87 (10.74 total annexation area)



CITY OF TUMWATER
555 ISRAEL RD. SW, TUMWATER, WA 98501
 (360) 754-4180 (360) 754-4126 (FAX)
 Email: cdd@ci.tumwater.wa.us

**NOTICE OF INTENT TO COMMENCE
 ANNEXATION PROCEEDINGS**

TUM -

DATE STAMP

RCVD BY

TO THE CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being owners of not less than ten percent in value of real property herein described for which annexation is sought, hereby notify the City Council of the City of Tumwater that it is our desire to commence annexation proceedings.

The property herein referred to is described in Exhibit "A" attached hereto and is depicted in Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Tumwater set a date not later than sixty (60) days after the filing of this request for a meeting with the undersigned to determine:

Whether the City Council will accept the proposed annexation;

Whether the City Council will require adoption of a comprehensive plan for the area to be annexed;
 and

Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

Said property is now in Thurston County. We wish to have this property annexed into the City of Tumwater and are willing to assume our fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

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70CBA09705414B8...

DocuSigned by:

55759EDF42644EE...

IN

Diane Elwin

PRINTED NAME

ADDRESS: 93RD AVE SW, OLYMPIA, 98501

DATE: 1/28/2025

ASSESSOR'S PARCEL #: 12715430400

LEGAL DESCRIPTION OF ENTIRE ANNEXATION AREA: _____

APPROXIMATE # OF ACRES: 5.87 (10.74 total annexation area)

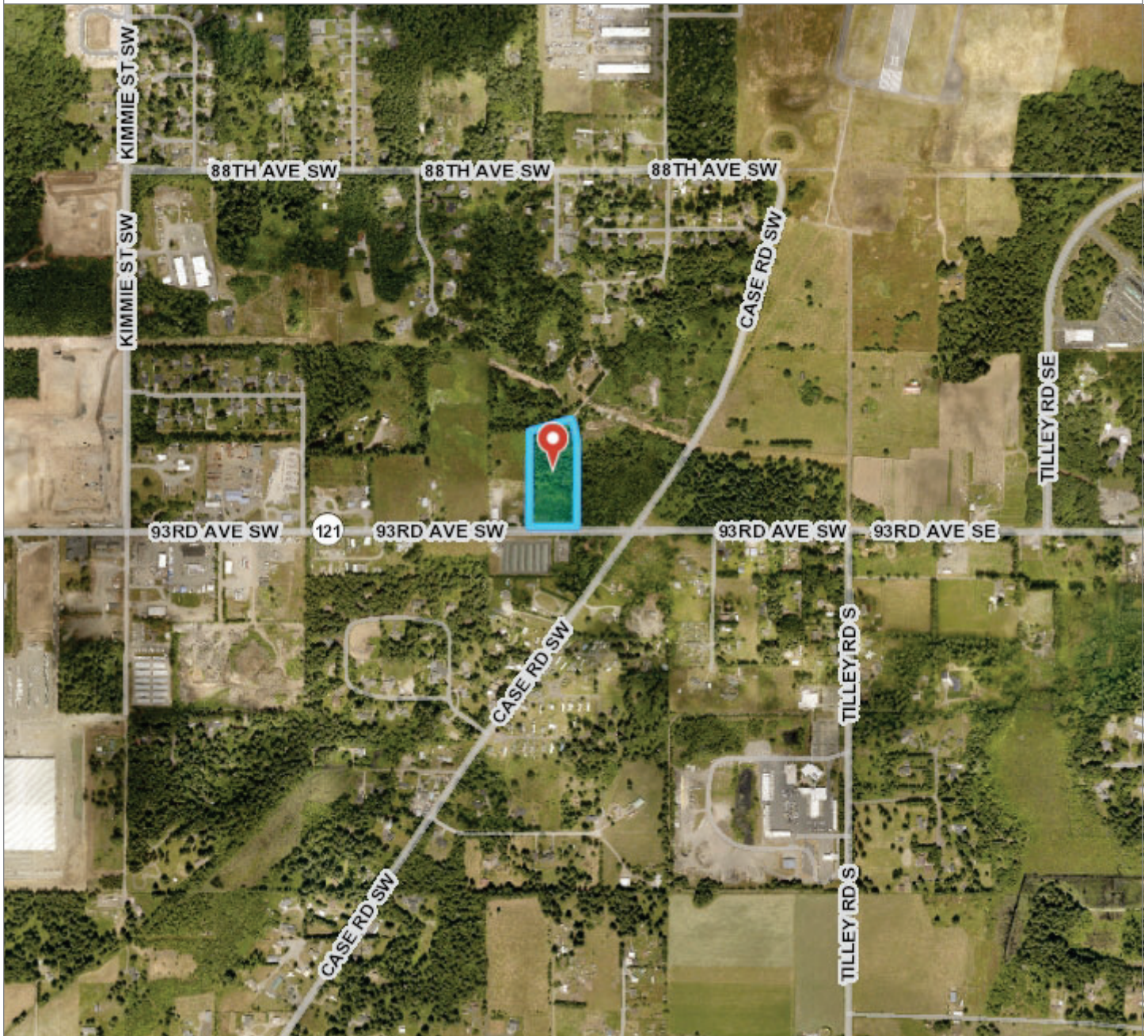
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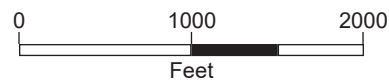
See attached.

12715430400

**Legend**

- Parcel Boundaries
- Roads - Major
 - Major Roads
 - Ramp
 - I 5; US 101
- Roads (Large Scale)
- Railroads
- County Border

Scale 1: 19,586



Map Created Using GeoData Public Website

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Note:



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TO: General Government Committee
FROM: Brad Medrud, Deputy Community Development Director
DATE: April 15, 2025
SUBJECT: First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan Climate Planning Grant

1) Recommended Action:

Place the First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Climate Planning Grant on the April 15, 2025 Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations.

The Washington State Department of Commerce Climate Planning Grant allocation is \$500,000. The contract will be for \$420,000 with the remaining \$80,000 allocation available for additional climate related work from 2025 to 2029. The grant has allowed the City to hire consultants to assist with the state requirement to prepare a new Climate Element as part of the 2025 Comprehensive Plan periodic update. The first amendment would amend the scope of work the City is required to complete to reflect the new periodic update due date of December 31, 2025, and the contract completion date of June 30, 2025.

3) Policy Support:

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

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

4) Alternatives:

☐ None.

5) Fiscal Notes:

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

6) Attachments:

- A. First Amendment – Climate Planning Grant
- B. Contract – Climate Planning Grant



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

1. Contractor City of Tumwater 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) Brad Medrud Deputy Community Development Department Director (360) 754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative (only if updated) Noelle Madera Climate Operations Team Lead (509) 818-1040 noelle.madera@commerce.wa.gov	
5. Original Contract Amount (and any previous amendments) \$420,000	6. Amendment Amount No Change	7. New Contract Amount \$420,000	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date Date of Execution	10. Amendment End Date June 30, 2025
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	ALN: N/A	
12. Amendment Purpose: The purpose of this amendment is to modify the scope of work and redistribute the budget among tasks.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A-1" – Scope of Work, Attachment "B-1" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".			
FOR CONTRACTOR _____ Debbie Sullivan, Mayor City of Tumwater _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix Assistant Attorney General _____ 3/20/2014 Date	

DRAFT

Amendment

This Contract is **amended** as follows:

Attachment A Scope of Work is hereby replaced in its entirety by Attachment A-1 Scope of Work.

Attachment B Budget is hereby replaced in its entirety by Attachment B-1 Budget.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Attachment A-1: Scope of Work

<i>Grant Objective A: Supported by public engagement activities, research and prepare a draft Climate Element and related updates to other Plans and Elements as part of the 2025 Comprehensive Plan periodic update process.</i>			
Actions/Steps/Deliverables	Description	Start Date	End Date
Action A.1	Engage the community in the development of a Climate Element and related updates to other Plans and Elements.	November 2023	June 2025
Step A.1.1	Prepare informational materials for the community and stakeholders related to the Climate Element and related updates to other Plans and Elements.	November 2023	June 2025
Step A.1.2	Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable and/or overburdened populations, inform and solicit feedback from the community and stakeholders, and develop and update social media materials related to the Climate Element and related updates to other Plans and Elements.	November 2023	June 2025
Deliverable A.1	Public Engagement Results Report addressing the Climate Element and related updates to other Plans and Elements, with informational materials used to engage the public.	June 2025	June 2025
Action A.2	Prepare a draft Climate Element and related updates to other Plans and Elements.	November 2023	November 2024

Amendment

Step A.2.1	Review and evaluate the existing Comprehensive Plan for required Climate Element related amendments, including the Transportation Plan, the Land Use Element, the Capital Facilities Plan, Conservation Element, and the Utilities Element.	November 2023	February 2024
Step A.2.2	Review the State Department of Commerce Climate Element Guidance materials and other resources.	November 2023	February 2024
Step A.2.3	Review the Thurston Climate Mitigation Plan, the Thurston Climate Adaptation Plan, Sustainable Thurston, and the Tumwater Urban Forestry Management Plan for background needed for the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	February 2024
Step A.2.4	Engagement with the Thurston Climate Mitigation Collaborative Community Advisory Workgroup.	November 2023	February 2024

Amendment

Step A.2.5	<p>Develop a Greenhouse Gas Reduction Sub-element that follows evaluation Pathway 1 – Conduct GHG Emissions Estimate Pathway in the State guidance materials.</p> <p>The Sub-element would address the following:</p> <ul style="list-style-type: none">• Updated local emission inventory, as needed.• Vehicle Miles Traveled per Capita (Vehicle Miles Traveled studies).• Greenhouse gas emission goals and policies based on emission inventory modeling results.• Greenhouse gas emission reduction projects.	March 2024	October 2024
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Amendment

Step A.2.6	<p>Develop a Climate Resilience Sub-element that addresses the following:</p> <ul style="list-style-type: none"> • Utilizes the University of Washington's Climate Mapping for a Resilient Washington web tool and other resources, as needed, to explore expected local climate impacts. • An audit of existing plans and policies for climate resilience opportunities, gaps, and barriers. • An initial assessment of the City's climate vulnerability and risk utilizing the abovementioned web tool. A comprehensive Vulnerability Assessment will be completed with the remaining grant funding after the Comprehensive Plan periodic update is complete. • Development of science-based climate resilience goals and policies addressing local community hazards for the Comprehensive Plan. • Incorporates the updated Thurston Hazard Mitigation Plan. 	March 2024	October 2024
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Amendment

Step A.2.7	<p>Integrate the new Climate Element and related updates to other Plans and Elements into the larger 2025 Comprehensive Plan update. Review and update goals, policies, and implementation actions related to the Climate Element and its Greenhouse Gas Reduction and the Climate Resilience Sub-elements in the following:</p> <ul style="list-style-type: none"> • Transportation Plan. • Land Use Element. • Capital Facilities Element. • Conservation Element. • Utilities Element. 	July 2024	November 2024
Step A.2.8	Briefing and work sessions with the Planning Commission on Comprehensive Plan amendments related to the Climate Element and related updates to other Plans and Elements.	November 2023	October 2024
Step A.2.9	Briefings with the General Government Committee and work sessions with City Council on Comprehensive Plan amendments related to the Climate Element and related updates to other Plans and Elements.	November 2023	November 2024
Step A.2.10	Prepare a draft Climate Element and related updates to other Plans and Elements.	July 2024	June 2025

Amendment

Deliverable A.2	Draft memorandum summarizing how the draft Climate Element is consistent with the Capital Facilities Plan, Conservation Element, Land Use Element, Transportation Plan, and Utilities Element updated as part of 2025 Comprehensive Plan periodic update.	November 2024	April 2025
<p>Scope of Work Narrative: <i>For each grant objective, please explain why you selected the actions and deliverables in your scope of work.</i></p> <p><i>Objective A: Supported by public engagement activities, research and prepare a draft Climate Element and related updates to other Plans and Elements as part of the 2025 Comprehensive Plan periodic update process.</i></p> <p>Action A.1 “Engage the community in the development of a Climate Element and related updates to other Plans and Elements” and its related deliverables was selected because specific community engagement actions will be needed to explain to the community and stakeholders what the new Climate Element is and what the updates to the other related Plans and Elements are to get their input on how best to address the 2023 State requirements in SB 5187.</p> <p>Action A.2 “Prepare a draft Climate Element and related updates to other Plans and Elements” and its related deliverables was selected because addressing the 2023 State Climate Element requirements in SB 5187 will require more work to develop a Climate Element and the updates to the other related Plans and Elements that is beyond the scope of work originally prepared by City staff for the City Council for the 2025 Comprehensive Plan update in 2022 and early 2023.</p>			
<p>Grant Objective B: Supported by public engagement activities, research and prepare draft municipal code and related development guide amendments related to the new Climate Element and related updates to other Plans and Elements as part of the 2025 Development Code periodic update process.</p>			
Actions/Steps/ Deliverables	Description	Start Date	End Date

Amendment

Action B.1	Engage the community in the development of a Climate Element and related updates to municipal code and related development guides.	November 2023	June 2025
Step B.1.1	Prepare informational materials for the community and stakeholders related to the development of regulations that support the Climate element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025
Step B.1.2	Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable populations, inform and solicit feedback from the community and stakeholders, develop and update social media materials related to the development of regulations that support the Climate element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025
Deliverable B.1	Public Engagement Results Report addressing the development of regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element, with informational materials used to engage the public.	June 2025	June 2025
Action B.2	Prepare draft development regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025

Amendment

Step B.2.1	Review and evaluate existing development regulations for needed Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	February 2024
Step B.2.2	Review State Department of Commerce Climate Element guidance materials and other resources.	November 2023	February 2024
Step B.2.3	Review the Thurston Climate Mitigation Plan, the Thurston Climate Adaptation Plan, Sustainable Thurston, and the Tumwater Urban Forestry Management Plan for background needed for updating existing development regulations with the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	February 2024
Step B.2.4	Engagement with the Thurston Climate Mitigation Collaborative Community Advisory Workgroup.	November 2023	February 2024
Step B.2.5	Briefing and work sessions with the Planning Commission on draft development regulation amendments related to Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025
Step B.2.6	Briefings with the General Government Committee and work sessions with City Council on draft development regulation amendments related to Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025

Amendment

Step B.2.7	Prepare draft development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	July 2024	June 2025
Deliverable B.2	Draft development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element as part of the 2025 Development Code Update Ordinance.	November 2024	June 2025

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

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

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

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

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

Amendment

Actions/Steps/ Deliverables	Description	Start Date	End Date
Action C.1	Develop a draft City bicycle and pedestrian plan as part of the Comprehensive Plan Transportation Plan update that addresses the requirements of SB 5187 and the Thurston Climate Mitigation Plan.	November 2023	June 2025
Step C.1.1	Prepare and distribute information about community engagement opportunities related to the development of a Bicycle and Pedestrian Plan.	November 2023	June 2025
Step C.1.2	Prepare a draft Bicycle and Pedestrian Plan.	November 2023	June 2025
Deliverable C.1	Draft Bicycle and Pedestrian Plan.	November 2023	June 2025
<i>Scope of Work Narrative:</i> For each grant objective, please explain why you selected the actions and deliverables in your scope of work.			
<p><i>Grant Objective C: Explore and plan draft pathways and actions to reduce vehicle miles traveled and greenhouse gases in such a way that promotes active transportation.</i></p> <p>Action C.1. “Develop a draft City bicycle and pedestrian plan as part of the Comprehensive Plan Transportation Plan update that addresses the requirements of SB 5187 and the Thurston Climate Mitigation Plan” and its related deliverables was selected because this action will assist the City in addressing the vehicle miles traveled and active transportation related requirements of SB 5187 while also accomplishing an action from the Thurston Climate Mitigation Plan.</p>			

Amendment

Attachment B-1: Budget

Grant Deliverables	Commerce Funds
Deliverable A.1. Public Engagement Results Report addressing the Climate Element and related updates to other Plans and Elements, with informational materials used to engage the public.	\$40,000
Deliverable A.2. Memorandum summarizing how the draft Climate Element is consistent with the Capital Facilities Plan, Conservation Element, Land Use Element, Transportation Plan, and Utilities Element updated as part of 2025 Comprehensive Plan periodic update.	\$190,000
Deliverable B.1. Public Engagement Results Report addressing the development of regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element, with informational materials used to engage the public.	\$10,000
Deliverable B.2. Draft development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element as part of the 2025 Development Code Update Ordinance.	\$80,000
Deliverable C.1. Draft Bicycle and Pedestrian Plan.	\$100,000
Contract Total:	\$420,000



Interagency Agreement with

City of Tumwater

through

Growth Management Services

**Contract Number:
24-63335-049**

For

GMA Periodic Update Grant – FY2024

Dated: Date of Execution



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Face Sheet

24-63335-049

Contract Number: 23-63210-049

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Tumwater Community Development Department 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Brad Medrud Planning Manager (360) 754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div> Carol Holman Senior Planner (360) 742-1504 carol.holman@commerce.wa.gov </div> <div> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div> </div>	
5. Contract Amount \$125,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007172-00	
12. UBI # 344 000 001		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Tumwater with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work & Budget.			
FOR CONTRACTOR <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> DocuSigned by: <small>691AEF66848C44E...</small> </div> Debbie Sullivan, Mayor City of Tumwater 2/5/2024 8:56 AM PST <hr/> Date		FOR COMMERCE <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> DocuSigned by: <small>80312B04865C458...</small> </div> Mark K. Barkley, Assistant Director Local Government Division 2/26/2024 8:38 AM PST <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred twenty-five thousand dollars (\$125,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-049. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

Grant Start Date

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

State Fiscal Year Payments

COMMERCE will reimburse Contractor a maximum of \$62,500 for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and a maximum of \$62,500 for State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will



be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Modification of the Project Budget

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

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

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



General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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



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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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



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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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



15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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



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

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

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

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

20. TREATMENT OF ASSETS

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

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



practices.

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

21. **WAIVER**

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



Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update Checklist Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Commerce Periodic Update Checklist for Comprehensive Plan and Development Regulations
Draft Transportation Plan Anticipated completion date: <u>June 30, 2025</u>	\$50,000	\$50,000	Draft Transportation Plan
Updated Economic Development Plan Data Set Anticipated completion date: <u>June 30, 2025</u>	\$12,500	\$12,500	Draft updated Economic Development Plan Data Set
Adopted Final Comprehensive plan and Development Regulations Ordinance amendment including but not limited to: Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Adopted Periodic Update Notification email from Commerce that adopted ordinance was received
Finding that the periodic update required by RCW 36.70A.130(b) is complete Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete Notification email from Commerce that adopted ordinance was received
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	

Reminder: The grant breakdown includes 50% of your total grant award, for SFY 2024 (July 1, 2023 – June 30, 2024), and 50% of the total award for SFY 2025 (July 1, 2024– June 30, 2025).

TO: General Government Committee
 FROM: Brad Medrud, Deputy Community Development Director
 DATE: April 15, 2025
 SUBJECT: First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan GMA Periodic Update Grant

1) Recommended Action:

Place the First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan Periodic Update GMA Periodic Update Grant on the April 15, 2025 Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations.

The Washington State Department of Commerce GMA Periodic Update Planning Grant allocation is \$125,000. The grant has allowed the City to hire consultants to assist with the state requirement to prepare and update the Transportation Plan as part of the 2025 Comprehensive Plan periodic update, and start work on the Economic Development Plan, which is not a state requirement.

The first amendment would amend the scope of work the City is required to complete to reflect the new periodic update due date of December 31, 2025, and the contract completion date of June 30, 2025, and shift funding of \$12,500 towards the Transportation Plan update.

3) Policy Support:

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

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

4) Alternatives:

☐ None.

5) Fiscal Notes:

The total Washington State Department of Commerce grant is allocation is \$125,000. There is no City match for this grant.

6) Attachments:

- A. First Amendment – GMA Periodic Update Grant
- B. Contract – GMA Periodic Update Grant



**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Tumwater 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (optional)	
3. Contractor Representative (only if updated) Brad Medrud Deputy Community Development Department Director (360) 754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative (only if updated) Ted Vanegas Senior Planner (360) 280-0320 ted.vanegas@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$125,000	6. Amendment Amount No change	7. New Contract Amount \$125,000	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date Date of Execution	10. Amendment End Date June 30, 2025
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	ALN: N/A	
12. Amendment Purpose: The purpose of this amendment is to modify the scope of work and redistribute the budget among tasks, with no change to the overall budget.			
<p>COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A-1" – Scope of Work and Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".</p>			
FOR CONTRACTOR		FOR COMMERCE	
<hr/> Debbie Sullivan, Mayor City of Tumwater		<hr/> Mark K. Barkley, Assistant Director Local Government Division	
<hr/> Date		<hr/> Date	
		APPROVED AS TO FORM ONLY	
		<hr/> Sandra Adix Assistant Attorney General	
		<hr/> 3/20/2014 Date	

Amendment

This Contract is **amended** as follows:

Attachment A Scope of Work and Budget is replaced in its entirety by Attachment A-1 Scope of Work and Budget (See Attached A-1):

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Amendment

Attachment A-1 Scope of Work and Budget:

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update Checklist Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Commerce Periodic Update Checklist for Comprehensive Plan and Development Regulations
Draft Transportation Plan Anticipated completion date: June 30, 2025	\$50,000	\$62,500	Draft Transportation Plan
Updated Economic Development Plan Data Set Anticipated completion date: June 30, 2025	\$12,500	\$0	Draft updated Economic Development Plan Data Set
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	



Interagency Agreement with

City of Tumwater

through

Growth Management Services

**Contract Number:
24-63210-049**

For

GMA Periodic Update Grant – FY2024

Dated: Date of Execution



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Face Sheet

Contract Number: 23-63210-049

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Tumwater Community Development Department 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Brad Medrud Planning Manager (360) 754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative Carol Holman Senior Planner (360) 742-1504 carol.holman@commerce.wa.gov	
5. Contract Amount \$125,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007172-00	
12. UBI # 344 000 001		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Tumwater with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work & Budget.			
FOR CONTRACTOR <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> DocuSigned by: <small>691AEF6684BC44E...</small> </div> Debbie Sullivan, Mayor City of Tumwater 2/5/2024 8:56 AM PST _____ Date		FOR COMMERCE <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> DocuSigned by: <small>80312B04865C458...</small> </div> Mark K. Barkley, Assistant Director Local Government Division 3/6/2024 1:18 PM PST _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred twenty-five thousand dollars (\$125,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-049. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

Grant Start Date

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

State Fiscal Year Payments

COMMERCE will reimburse Contractor a maximum of \$62,500 for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and a maximum of \$62,500 for State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will



be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Modification of the Project Budget

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

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

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



General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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



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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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



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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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



15. **SUBCONTRACTING**

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

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

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

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

16. **SURVIVAL**

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

17. **TERMINATION FOR CAUSE**

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

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

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

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

18. **TERMINATION FOR CONVENIENCE**

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

19. **TERMINATION PROCEDURES**

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



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

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

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

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

20. TREATMENT OF ASSETS

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

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



practices.

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

21. **WAIVER**

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



Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update Checklist Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Commerce Periodic Update Checklist for Comprehensive Plan and Development Regulations
Draft Transportation Plan Anticipated completion date: <u>June 30, 2025</u>	\$50,000	\$50,000	Draft Transportation Plan
Updated Economic Development Plan Data Set Anticipated completion date: <u>June 30, 2025</u>	\$12,500	\$12,500	Draft updated Economic Development Plan Data Set
Adopted Final Comprehensive plan and Development Regulations Ordinance amendment including but not limited to: Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Adopted Periodic Update Notification email from Commerce that adopted ordinance was received
Finding that the periodic update required by RCW 36.70A.130(b) is complete Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete Notification email from Commerce that adopted ordinance was received
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	

Reminder: The grant breakdown includes 50% of your total grant award, for SFY 2024 (July 1, 2023 – June 30, 2024), and 50% of the total award for SFY 2025 (July 1, 2024– June 30, 2025).

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form		
Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	<div><div><div>DS</div><div>CC</div></div><div>3/6/2024 7:34 AM PST</div></div>
GMS Managing Director	Dave Andersen	<div><div><div>DS</div><div>Da</div></div><div>3/6/2024 8:54 AM PST</div></div>
Deputy Assistant Director – LGD	Tony Hanson	<div><div><div>DS</div><div>TH</div></div><div>3/6/2024 1:08 PM PST</div></div>

Certificate Of Completion

Envelope Id: 497E14E632584713874B0A2CBFBB572A

Status: Completed

Subject: Complete with DocuSign: Tumwater GMA Update Grant Agreement - WA Department of Commerce

Division:

Local Government

Program: Growth Management Services

ContractNumber: 24-63335-049

DocumentType: Contract

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 3

Paul Johnson

AutoNav: Enabled

1011 Plum Street SE

MS 42525

Envelopeld Stamping: Enabled

Olympia, WA 98504-2525

paul.johnson@commerce.wa.gov

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 147.55.134.115

Record Tracking

Status: Original

Holder: Paul Johnson

Location: DocuSign

2/2/2024 2:49:25 PM

paul.johnson@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Debbie Sullivan
dsullivan@ci.tumwater.wa.us
Mayor
City of Tumwater
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


691AEF6684BC44E...
Signature Adoption: Pre-selected Style
Using IP Address: 73.225.108.130

Timestamp

Sent: 2/2/2024 3:12:19 PM
Viewed: 2/5/2024 8:56:43 AM
Signed: 2/5/2024 8:56:59 AM

Electronic Record and Signature Disclosure:
Accepted: 2/5/2024 8:56:43 AM
ID: d439dd67-07f4-406b-a868-cf59d3cd587d


Corina Campbell
corina.campbell@commerce.wa.gov
Security Level: Email, Account Authentication (None)

DS

Signature Adoption: Pre-selected Style
Using IP Address: 198.238.6.190

Sent: 2/5/2024 8:57:00 AM
Viewed: 2/22/2024 6:40:08 AM
Signed: 3/6/2024 7:34:38 AM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dave Andersen
dave.andersen@commerce.wa.gov
Security Level: Email, Account Authentication (None)


DS

Signature Adoption: Pre-selected Style
Using IP Address: 198.238.6.133

Sent: 3/6/2024 7:34:40 AM
Viewed: 3/6/2024 8:54:30 AM
Signed: 3/6/2024 8:54:33 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign





Signer Events	Signature	Timestamp
Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 147.55.134.8	Sent: 3/6/2024 8:54:35 AM Viewed: 3/6/2024 1:08:46 PM Signed: 3/6/2024 1:08:52 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.238.8.184	Sent: 3/6/2024 1:08:54 PM Viewed: 3/6/2024 1:18:02 PM Signed: 3/6/2024 1:18:07 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Brad Medrud bmedrud@ci.tumwater.wa.us Security Level: Email, Account Authentication (None)		Sent: 2/2/2024 3:12:16 PM Viewed: 2/2/2024 3:12:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Erika Smith-Erickson ESmith-Erickson@ci.tumwater.wa.us Security Level: Email, Account Authentication (None)		Sent: 2/2/2024 3:12:17 PM Viewed: 2/2/2024 3:41:19 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mike Matlock MMatlock@ci.tumwater.wa.us Security Level: Email, Account Authentication (None)		Sent: 2/2/2024 3:12:17 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ashley Murphy ashley.murphy@commerce.wa.gov Security Level: Email, Account Authentication (None)		Sent: 3/6/2024 1:18:09 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Paul Johnson paul.johnson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/6/2024 1:18:09 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2024 3:12:17 PM
Certified Delivered	Security Checked	3/6/2024 1:18:02 PM
Signing Complete	Security Checked	3/6/2024 1:18:07 PM
Completed	Security Checked	3/6/2024 1:18:10 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

TO: General Government Committee
 FROM: Chris Graham, Facilities Manager
 DATE: April 15, 2025
 SUBJECT: Service Provider Agreement with Bobbie & Amanda's Cleaning Service for Janitorial Services

1) Recommended Action:

Place the Service Provider Agreement with Bobbie & Amanda's Cleaning Service for Janitorial Services on the April 15, 2025, Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

With the expiration of the previous contract for Janitorial Services, the City went through a competitive Request for Proposal (RFP) process and obtained proposals from 10 different janitorial service providers. A panel of four employees independently scored the proposals, and the highest-scoring service provider—Bobbie and Amanda's Cleaning Service—was chosen. This service provider agreement covers the period of April 1, 2025 to March 31, 2028.

3) Policy Support:

Refine and Sustain a Great Organization:

- Be good stewards of public funds by following sustainable financial strategies.
 - Create a dynamic culture of Diversity, Equity, Inclusion, and Belonging.
-

4) Alternatives:

- ☐ Recommend changes to service provider agreement.
 - ☐ Do not recommend support for approval of service provider agreement.
-

5) Fiscal Notes:

Year 1: \$266,097.
 Year 2: \$272,311.
 Year 3: \$278,712.

6) Attachments:

- A. Service Provider Agreement with Bobbie & Amanda's Cleaning Service for Janitorial Services

**CITY OF TUMWATER
JANITORIAL SERVICES AGREEMENT
BOBBIE AND AMANDA'S CLEANING SERVICE**

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and Bobbie Whitaker dba Bobbie and Amanda's Cleaning Services, a Washington sole proprietor hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

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

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Attachment "A" Scope of Services attached hereto and incorporated herein ("Services"). If additional Services are requested during the duration of the Agreement, they will be agreed upon in writing as an Addendum.

2. TERM.

The Services shall begin no earlier than April 1, 2025, and shall terminate on March 31, 2028. The contract may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed Eight Hundred Seventeen Thousand and One Hundred Twenty Dollars (\$817,120) payable as follows: Two Hundred Sixty-Six Thousand and Ninety-Seven Dollars (\$266,097) in year one, Two Hundred Seventy-Two Thousand and Three Hundred Eleven Dollars (\$272,311) in year two, and Two Hundred Seventy-Eight Thousand and Seven Hundred Twelve Dollars (\$278,712) in year three pursuant to Attachment "A".

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20)

business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. PREVAILING WAGES.

A. Wages of Employees. This Agreement is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of SERVICE PROVIDER'S laborers, workpersons and/or mechanics, SERVICE PROVIDER shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which "prevailing rates of wage" are attached hereto as Exhibit "B" and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals or quotes were required to be submitted to the City.

B. Agreements Exceeding One Year. Pursuant to WAC 296-127-023, or hereafter amended, the CITY agrees to pay any increase in the current prevailing wages if and when this Agreement is extended provided that the term of the Agreement exceeds one year. The CITY further agrees to pay the current prevailing wages at the time of additional yearly extensions, and the SERVICE PROVIDER agrees to pay its employees the increased prevailing wage.

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

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

D. Reporting Requirements. SERVICE PROVIDER shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Agreement, SERVICE PROVIDER shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. Upon completion of the Services, SERVICE PROVIDER shall complete and file an Affidavit of Wages Paid with the Department

of Labor and Industries. SERVICE PROVIDER shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the CITY.

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

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

E. 2008 Early Retirement Factor Retirees. Washington State law requires reporting of any contractor, independent contractor or personal service

contractor that has retired from the State of Washington using the 2008 Early Retirement Factor (ERF). Stricter return-to-work restrictions apply to a retiree under the 2008 ERF. The SERVICE PROVIDER must verify retirement status by completing a Service Provider Retirement Status Form, attached as Exhibit "B", for each of the SERVICE PROVIDER'S owners and for each person providing service under this Agreement.

7. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may, however, employ that individual on other non-CITY related projects.

8. HOLD HARMLESS INDEMNIFICATION.

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

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

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

9. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

C. The CITY shall be named as an additional insured on the insurance policy, except professional liability, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business

days of SERVICE PROVIDER'S receipt of such notice.

10. BOND.

SERVICE PROVIDER shall obtain a janitorial bond in the amount of not less than Ten Thousand and No/100 Dollars (\$10,000.00) to insure against any theft/misappropriation of money or property during the term of this Agreement.

11. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

12. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

13. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such

action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit C.

E. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

F. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

14. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

15. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

16. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

17. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting

procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

18. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

19. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

21. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

22. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party

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hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

23. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

24. ENTIRE AGREEMENT.

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

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

CITY:

CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Bobbie and Amanda's Cleaning Service

Address: _____

City/State/Zip:_____

Tax ID #:_____

Phone Number:_____

Debbie Sullivan
Mayor

Signature (Notarized – see below)

Printed Name:

Title:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

[illegible]

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public in and for the State of Washington,
My appointment expires:

Bobbie & Amanda's Cleaning Service 2025 - 2028 Janitorial Services

The scope of work for daily, weekly and monthly services is consistent across all buildings except for specific added services unique to each building (excluding golf maintenance shop and city parks). These additional services are detailed in the respective sections for each building.

Overall Daily Services:

We will provide the following services Monday through Friday.

1. Empty waste and recycle receptacles located throughout facility (replacing liners as needed). Empty 5-gallon compost buckets and take to compost bin located at library.
2. Check and empty all shredders as needed.
3. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
4. Sweep and mop all hard floor surfaces including: restrooms, kitchens, and entryways.
5. Vacuum floor mats and all carpets including under desks. Note: HEPA filters used.
6. Clean all glass entryway doors, removing fingerprints and smudge marks.
7. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
8. Straighten all chairs in breakrooms and conference rooms.
9. Sweep or vacuum exterior entryway mats.
10. Apply disinfectants according to instructions to all high-touch areas not included in daily services above, to include: counters, tables, doorknobs, light switches, door handles, microwaves, refrigerator handles, vending machine buttons, and drinking fountain.

Overall Weekly Services:

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum cloth-covered chairs and clean backs of office chairs at all desks.
3. Wipe white boards down without erasing any material.
4. Fill hand sanitizer dispensers and replace batteries as needed.

Overall Monthly Services:

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cobwebs throughout facility.
3. Clean entry mats.

City Hall and Police Department, 555 Israel Rd SW

Daily Services: Overall and the following

1. **City Hall 5PM:** Secure /check all doors/lock any open doors and windows, check coffee pots and portable desk heaters to make sure power is off. **Lock gates by 6 pm.**
2. Dust tables, chairs, and countertops in all public areas, conference rooms, and Council Chambers. Clean countertops and tables with PH Neutral cleaner/sanitize.
3. Sweep, mop, and disinfect holding cells if used.

Weekly Services:

1. Tuesday night Council Meetings: Close portable wall and cone off parking lot for television broadcasting vehicle.
2. Sweep/blow 'Sally Port' in Police Department.

3. Sweep/mop stairs leading to lower level of Police Department.
4. Sweep/mop lower level of Police Dept. concrete floors
5. Clean police gym floors, rubber mats and mirrors.
6. Check all touchless dispensers throughout facilities for battery levels.
7. Clean showers in Police Department locker rooms.

Monthly Services:

1. Polish all waxed floors to a “high shine” with high-speed buffer (Police Department) 2 times per month.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a ‘high shine’ once per year.
3. Deep clean all ceramic grout floors with a grout cleaning agent once per year and wax.
4. Clean all carpeted areas with commercial grade carpet cleaning machine once per year. We will be responsible to move all furniture and reset the building prior to the next working day along with running air movers throughout the facility.

Total Cost of Services per Month:

- **City Hall: \$4,081** includes yearly services: carpets \$2800 , hard floors \$840 ,windows \$1,216
- **Police Department: \$2,208** includes yearly services: carpets \$660, hard floors \$1,500, windows \$344

Public Works Maintenance Shop, 7200 New Market Street**Daily Services:** See Overall**Weekly Services:** See Overall**Monthly Services:** See Overall**Yearly Services:**

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a ‘high shine’ once per year.
3. Polish all waxed floors to a ‘high shine’ with high-speed buffer 3 times per year.
4. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.
- **Total Cost of Services per Month: \$1,531** includes yearly services: carpets \$150, hard floors \$1,140 , windows \$176

Fire Department T-1, 311 Israel Road**Daily Services:** See Overall.**Weekly Services:** See Overall**Monthly Services:** See Overall**Yearly Services:**

1. Wash all windows twice per year, including 2nd story living quarters. Services to be completed in spring and fall.
2. Strip and wax all floors to a ‘high shine’ twice per year, including living quarters
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

- **Total Cost of Services per Month: \$1,866** includes yearly services: carpets \$1,100, hard floors \$575 , windows \$1,360

Public Library, 7023 New Market Street

Daily Services: Overall and the following

We will provide the following services Monday through Saturday:

1. Sweep laminate flooring and microfiber mop with recommended product.
2. Straighten chairs at all computer stations. .
3. Clean newly added children's stage

Monthly Services:

1. Check clock tower for dust and cobwebs, thoroughly dusting around the base.
2. Dust window ledges and remove cobwebs from interior windows, doors, walls and all vents. Library is responsible for dusting all bookshelves, public computer areas and personal desk areas.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a 'high shine' once per year.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.
- **Total Cost of Services per Month: \$3,715** includes yearly services: carpets \$1,157 hard floors \$540 , windows \$1,350

Reserves the right to renegotiate the price upon the library's reopening post-construction.

An additional charge of \$80.25 per hour, per man, will be added for after-hours events.

Parks and Facilities Maintenance Building, 7007 Capitol Boulevard

Daily Services: See Overall

Weekly Services: See Overall

Monthly Services: See Overall

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax floors to a high shine one time per year.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.
- **Total Cost of Services per Month: \$1,467** includes yearly services: carpets \$250, hard floors \$600 , windows \$560

Old Town Center, 215 North 2nd Avenue SW

Daily Services: Overall and the following

1. Straighten chairs in lunchroom and meeting rooms.
2. Clean and disinfect all tables throughout facility.
3. Vacuum stairs and elevator.
4. Sweep/Auto scrub gym as needed.

Weekly Services: See Overall

Monthly Services: See Overall plus additional cleaning after food bank, 1 hour a month

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
 2. Clean all carpeted areas with commercial grade carpet cleaning machine, once per year.
 3. Strip and wax all hard floors once per year.
 4. Polish all hard floors 4 times per year with high-speed buffer, quarterly.
 5. Heavy clean kitchen to include polishing all stainless-steel appliances, sinks, and counters, and clean out drains.
- **Total Cost of Services per Month: \$1,764** includes yearly services: carpets \$500, hard floors \$1,340, windows \$600, deep clean kitchen \$150

Fire Station T-2, 405 North 2nd Avenue**Daily Services:** See Overall**Weekly Services:** See Overall**Monthly Services:** See Overall**Yearly Services:**

1. Wash all windows twice per year, spring and fall, to include living quarters.
 2. Clean all carpeted areas to include living quarters, with commercial grade carpet cleaning machine once per year.
 3. Strip and wax restrooms, kitchen and laundry room floors twice per year.
- **Total Cost of Services per Month: \$ 631** includes yearly services: carpets \$320, hard floors \$650 , windows \$660

City Parks:**Daily Services:**

1. Open all city park gates and restrooms by sunrise, 7 days per week including all holidays.
2. Restrooms: Clean and disinfect all fixtures, floors, walls, and partition walls. Polish all stainless steel.
3. Mop floors, stock restrooms, and empty all garbage cans in restrooms and immediately outside of the restrooms.

Weekly Services:

1. Remove cobwebs inside and outside of restrooms.

Provide 24-hour, on-call emergency services.

Emergency HAZMAT clean-up will be billed at time and materials upon approval from Facilities Manager per emergency.

In the event of an immediate emergency, and the above-mentioned parties are unable to be reached, Bobbie & Amanda's Cleaning Service will address the emergency in the City of Tumwater's best interest.

HAZMAT labor: \$150.00 per hour**Total Monthly Costs of Services:**

- Admin fee: \$150.00
- Historical Park:
 - March-October: \$1,694

- November-February: Adjusted billing
- Pioneer Park:
 - March-September: \$1,694
 - October-February: Adjusted billing
- Deschutes Valley Park, Tumwater Hill Park & Restroom & Barclift Park:
 - March-September: \$829
 - October-February: Adjusted billing

The above includes:

- Seasonal heavy cleaning including all cleaning supplies and disinfectants
- Services to be performed early mornings at or before sunrise
- Gates and restrooms unlocked by sunrise per park
- Working around City of Tumwater's schedule, anticipated special events, and functions.
- Adjustments of scheduled cleaning and billing depending on season.
- Notification of damage or vandalism/take pictures and send to Facilities Manager.
- Maintain dispensers.
- Small graffiti will be removed and included in monthly price. Any significant amount will be reported and billed separately upon approval of Facilities Manager.

2nd run on parks during events will be billed at an agreed amount at the time of service.

Tumwater Golf Course Maintenance Shop, 4611 Tumwater Valley Drive

Daily Services:

We will provide the following services 2-3 times per month during fall and winter and one time a week in spring and summer.

1. Empty waste and recycle receptacles throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks.
Remove water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors (concrete) surfaces including: restroom, kitchen/lunchroom, Managers office and entryways and vacuum floor mats.

Cost of Services: \$53.50 per hour. Time varies between 1.5 and 2 hours.

Track, Purchase, Deliver and Stock: all janitorial supplies such as toilet paper, paper towels, soap, dispensers/batteries for dispensers, and garbage bags for all facilities and parks listed on this scope. Provide detailed invoices. Ensure all items are obtained at the best possible prices through competitive sourcing and meet the standards for composting and recycling.

Employees, Area of Responsibilities, and Experience

Zachary Faulkner

- Area of Responsibility: Performs daily, weekly and yearly cleaning services. Additionally, maintains city parks by cleaning and unlocking gates and restrooms daily by sunrise.
- Experience: 7 years of experience in commercial cleaning, stripping and waxing floors, carpet cleaning and window washing.

Debbie Miller

- Area of Responsibility: Performs daily, monthly and yearly cleaning services.
- Experience: 8 years of experience in commercial cleaning.

Amanda Faulkner

- Area of Responsibility: Is available to provide on-call emergency services to ensure uninterrupted operations during employee absences with CJIS certification kept current and in compliance with the Police Department.
- Experience: 5 years of experience in commercial cleaning.

Total Labor Hours to Complete all Services: Year 1 - 2025

The average hourly rate for building services, excluding those categorized as yearly services, is \$43.00 per hour. The average hourly rate for city parks and golf maintenance is \$51 per hour.

	Daily	Weekly	Monthly	Yearly	Total
Golf Maintenance Shop	96				96
City Hall	858	96	72	43	1069
Police Department	348	156	54	29	587
Public Works	357	24	12	17	410
Fire T-1	384	48	18	49	499
Library	942		24	44	1010
Parks & Facilities Building	341	24	12	25	402
Old Town Center	384	24	24	35	467
Fire T-2	132			18	150
Historical Park	340				340
Pioneer Park	350				350
Barclift Park	161				161
Deschutes Valley Park	156				156
Tumwater Hill Park	151				151
Total Labor Hours All Services:	5000	372	216	260	5848

- **Buildings:** 4,334 hours per year (daily, weekly and monthly included)
- **City Parks:** 1,158 hours per year (daily)
- **Golf Maintenance:** 96 hours per year (daily)
- **Yearly Maintenance (Buildings):** 260 per year (average hourly rate of all services combined \$80 per hour)

The average daily hours required to clean each building

- City Hall: 3 hours per day
- Police: 1.5 hours per day
- Public Works: 1.25 hours per day
- Fire T-1: 1.5 hours per day
- Library: 3 hours per day
- Parks & Facilities 1.3 hours per day
- Old Town Center: 1.5 hours per day
- T-2 Fire: .50 hours per day

Yearly Service All Bldgs

Carpets: 70 hrs \$6,937
 Approx 30,100 sq ft x 0.22/sq ft
Windows: 98 hrs \$6,266
 Average \$64 per hr 340 windows
Strip/Wax Hard Floors: 89 hrs
 \$7,185 Average \$81 per hr
OTC Kitchen: 3 hrs \$150
Total year hours:260
Total year service cost: \$20,538

Proposed Budget: Year 1 - 2025**Income:**

Buildings\$207,137
 City Parks\$58,960
 Golf Maintenance Shop\$5,136
 Sales of Product\$36,225
Total:\$307,458

Service Cost Breakdown: Year 1 - 2025

Wages, Salaries & Benefits.....\$180,040
 Total Payroll Taxes\$29,449
 B&O Tax.....\$4,734
 Cost of Goods Sold\$31,500
 Supplies and Equipment\$7,200
 Company Trucks\$9,300
 Depreciation\$2,490
 New Equipment\$2,500
 Rental Equipment.....\$800
 Liability Insurance/Bond/Licensing....\$3,054
 Accounting, Office Supplies\$3,122
 Cell Phones\$2,914
Total\$277,103

Total Income.....\$307,458
Total Cost.....(\$277,103)
Profit/Loss..... +30,355 9.9%

Page 1 Budget**Proposal for Janitorial Services: 2025 - 2028****Year 1 - 2025****Buildings**

City Hall.....	\$48,974
Police Department.....	\$26,498
Public Works.....	\$18,365
Fire Department T1	\$22,385
Library.....	\$44,577
Parks & Facilities Building	\$17,606
Old Town Center.....	\$21,166
Fire Department T2.....	\$7,566
Total	\$207,137
+ 3% Year 2 - 2026	\$213,351
+ 3% Year 3 - 2027	\$219,752

City Parks	Peak Season	Off Season (Adjusted Billing)
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Historical.....	\$11,859	\$4,293
Pioneer	\$11,859	\$4,293
Barclift	\$6,896	\$2,312
Deschutes Valley ...	\$5,959	\$2,765
Tumwater Hill	\$5,959	\$2,765
Total	\$42,532	\$16,428
Total Peak & Off Season	\$58,960	

Golf Maintenance Shop: \$53.50 per hour. Time varies between 1.5 -2 hours per week.

Additional non-routine janitorial services: \$53.50 per hour

HAZMAT services: \$150.00 per hour

After hours emergency services: \$80.25 per hour

**CUSTOMER/SUBSCRIBER ADDITIONAL INSURED RIDER**

In the event that the Insured's Customer or Subscriber shall sustain a direct loss by reason of the fraudulent or dishonest act or acts (as defined in the section entitled Fraudulent or Dishonest Act) committed by the Insured; or any partner of the Insured, if a partnership; or any member of the Insured, if a limited liability company; then and only then, the Insured shall be considered an Employee and the Customer or Subscriber an additional Insured, subject to all terms and conditions thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond except as hereinabove set forth.

This Rider becomes effective on the 24 day of March, 2016, at 12:00 o'clock night, standard time.

Attached to and forming part of bond No. 71767977, issued by WESTERN SURETY COMPANY OF SIOUX FALLS, SOUTH DAKOTA, to Bobbie Whitaker dba Bobbie & Amanda's Cleaning Service.

Signed this 25 day of March, 2016.



WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



Send policy correspondence to:
PO Box 5316
Binghamton, NY 13902
(866) 908-0626

American Family Insurance - Business Insurance
Underwritten by: Midvale Indemnity Company
A Wisconsin Stock Company

The Fama-Silver Agency LLC
1222 2ND AVE SW STE D
TUMWATER, WA 98512
(360) 469-7005

Information as of: 03/23/2025

POLICY DECLARATIONS

This document and your policy contract define our insuring agreement. In return for payment of premium and subject to all the terms of this policy, we agree to provide you insurance as stated in the policy.

Policy Information

Named Insured:	Bobbie & Amanda's Cleaning Service	Policy Number:	CP00143174
E-mail Address:	bobbiewhitaker92@yahoo.com	Policy Type:	Commercial General Liability
Phone:	360-870-2212	Policy Period:	03/23/2025 to 03/23/2026 12:01AM Standard Time at Primary Location

Location Information

Location #1 (Primary location)

Address: 3226 Libby Rd NE
Olympia, WA 98506

Policy Level Coverage (limits & deductibles shown are non-stackable across locations)

General Liability

	Limit
Per Occurrence Limit	\$1,000,000
General Aggregate Limit (other than products/completed operations)	\$2,000,000
Products/Completed Operations Aggregate limit	\$2,000,000
Personal and Advertising Injury limit	\$1,000,000
Damage to Premises Rented to You (limit per premises)	\$100,000
Medical Payments (limit per person)	\$5,000
Cleaning Services Liability Enhancement	See policy form

	Deductible
Liability Property Damage Deductible	\$1,000

General Liability Premium	\$2,841
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Classification Information

Location	Class Code	Class Description	Exposure Basis	Exposure Amount
1	96816	Janitorial Services	Payroll	\$125,800

Policy Premium	\$2,841
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Discounts Applied to This Policy

Loss-Free

Policy Forms and Endorsements

CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 01 81 05 08	WASHINGTON CHANGES
CG 01 97 12 07	WASHINGTON CHANGES - EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 01 11 85	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
CG 21 06 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 70 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 21 86 12 04	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 24 26 04 13	AMENDMENT OF INSURED CONTRACT DEFINITION
CG 26 01 04 13	WASHINGTON CHANGES - AMENDMENT OF LIQUOR LIABILITY EXCLUSION
CG 26 77 12 04	WASHINGTON - FUNGI OR BACTERIA EXCLUSION
CG 74 30 03 21	CONTRACTORS EXTENSION ENDORSEMENT
CG 74 36 01 18	CLEANING SERVICES LIABILITY ENHANCEMENT ENDORSEMENT
CG 77 04 02 15	LEAD LIABILITY EXCLUSION
CG 77 14 02 15	ASBESTOS EXCLUSION
CG 77 24 02 15	DAMAGE TO PROPERTY OF OTHERS ENDORSEMENT
CG 77 44 02 15	MULTI-UNIT AND TRACT HOUSING RESIDENTIAL EXCLUSION
CG 77 45 03 21	CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE EXCLUSION
CG 77 47 03 21	EXCLUSION - SNOW REMOVAL OPERATIONS
CG 77 48 03 21	PUNITIVE DAMAGES EXCLUSION
IL 01 23 11 13	WASHINGTON CHANGES - DEFENSE COSTS
IL 01 46 08 10	WASHINGTON COMMON POLICY CONDITIONS
IL 01 98 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

In witness whereof, we have caused this policy to be signed by our authorized officers.

Home Office
MIDVALE INDEMNITY COMPANY
6000 American Parkway
Madison, WI 53783



Tony Desantis , Jr.
President



Lauren K. Powell
Secretary



American Family Insurance - Business Insurance
Underwritten by: Midvale Indemnity Company
A Wisconsin Stock Company

PO Box 5316
Binghamton, NY 13902
(866) 908-0626

The Fama-Silver Agency LLC
1222 2ND AVE SW STE D
TUMWATER, WA 98512
(360) 469-7005

Information Effective as of: 03/23/2025

POLICY DECLARATIONS

This document and your policy contract define our insuring agreement. In return for payment of premium and subject to all the terms of this policy, we agree to provide you insurance as stated in the policy.

Policy Information

Named Insured:	Bobbie & Amanda's Cleaning Service	Policy Number:	CA00047675
		Policy Type:	Business Auto Policy
		Policy Period:	03/23/2025 to 03/23/2026 12:01 A.M. Standard Time at Primary Location
E-mail Address:	bobbiewhitaker92@yahoo.com	Phone:	3608702212
		Form of Business:	Sole Proprietor

Policy Forms and Endorsements

CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 01 35 10 13	WASHINGTON CHANGES
CA 21 34 10 13	WASHINGTON UNDERINSURED MOTORISTS COVERAGE
CA 22 57 10 13	WASHINGTON PERSONAL INJURY PROTECTION - NAMED INDIVIDUALS
CA 23 92 10 13	WASHINGTON EXCLUSION OF TERRORISM
CA 23 94 10 13	SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE
CA 74 01 01 20	TOWING AND EMERGENCY ROADSIDE SERVICE
CA 74 02 01 20	PERSONAL TRAILER LIABILITY COVERAGE ENDORSEMENT
IL 01 23 11 13	WASHINGTON CHANGES - DEFENSE COSTS
IL 01 46 08 10	WASHINGTON COMMON POLICY CONDITIONS
IL 01 98 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 75 02 06 99	PUNITIVE DAMAGE EXCLUSION
IL 75 40 03 16	NON-STACKING OF LIMITS

Schedule of Coverages and Covered Autos

This policy provides only those coverages where a symbol is shown in the covered autos column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Auto Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos (Entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage of the Business Auto Coverage Form shows which autos are covered autos.)
Liability	7, 19
Personal Injury Protection	7
Underinsured Motorist	7
Physical Damage Other Than Collision	7
Collision	7
Towing and Labor	7

Vehicle Coverage and Endorsements**Vehicle #1**

Vehicle Description	2012 TOYOTA TACOMA	VIN Number	5TFUU4EN1CX046871
Cost New	\$25055	Gross Vehicle Weight	Less than or equal to 10,000 lbs

Garaged at Location

3226 Libby Rd NE
Olympia, WA 98506

Limit of Insurance	Deductible
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Liability

Combined Single Limit	\$1,000,000
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Medical Payments - Each Person

Rejected

Personal Injury Protection

Refer to CA 22 57 10 13

Underinsured Motorist – Bodily Injury

Combined Single Limit	\$1,000,000
Property Damage	Rejected

Comprehensive

\$1,000

Collision

\$1,000

Rental Reimbursement

Rejected

Towing And Labor

\$500

Hired Auto Liability Coverage

Limit of Insurance	Deductible
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Hired Auto Liability

No Coverage

Hired Auto Liability – Physical Damage

No Coverage

Non-Owned Auto Liability Coverage**Non-Owned Auto Liability**

No Coverage

Policy Premium	\$2,928
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Premium Taxes, Surcharges and Fees (Note: included in Policy Premium above)

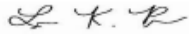
You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.

In witness whereof, we have caused this policy to be signed by our authorized officers.

Home Office
Midvale Indemnity Company
6000 American Parkway
Madison, WI 53783
(866) 908-0626



Tony Desantis, Jr
President



Lauren K. Powell
Secretary