CITY OF TUMWATER

CITY COUNCIL MEETING AGENDA

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

Tuesday, September 19, 2023
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
4. **Special Items:**
   - a. Proclamation: National Voter Registration Day - September 19, 2023
   - b. Introduction of New Firefighter/Paramedic - Nate Rylaarsdam (Brian Hurley)
   - c. SolSmart Silver Designation (Alyssa Jones Wood)
5. **Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
6. **Consent Calendar:**
   - a. Approval of Minutes: City Council, September 5, 2023
   - b. Payment of Vouchers (Shelly Carter)
   - c. Interlocal Agreement with Lewis County for Use of Jail Facilities Amendment No. 3 (Jon Weiks)
   - d. Service Provider Agreement with National Public Safety Group, LLC for Law Enforcement Records Management System (LERMS) RMS/JMS Replacement Project Management (Jon Weiks)
   - e. Service Provider Agreement with Tumwater School District for Summer Youth Employment Program (Josh Irwin)
   - f. Audit Engagement Letter with the State Auditor's Office (Troy Niemeyer)
   - g. Audit Examination Engagement Letter with the State Auditor's Office (Troy Niemeyer)
7. **Council Considerations:**
   - a. Employment Contract for Administrative Services Director (Lisa Parks)
   - b. Interlocal Agreement with Thurston County, Cities of Olympia and Lacey for implementation of the Thurston Climate Mitigation Plan (Alyssa Jones Wood)
8. **Committee Reports**
   - a. Public Health and Safety Committee (Leatta Dahlhoff)

b. General Government Committee (Michael Althauser)

c. Public Works Committee (Eileen Swarthout)

d. Budget and Finance Committee (Debbie Sullivan)

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Executive Session:

a. Real Estate Acquisition pursuant to RCW 42.30.110(1)(b)

12. Any Other Business

13. Adjourn

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

The City of Tumwater broadcasts and livestreams City Council meetings on cable television and the internet. Council meetings can be viewed on Comcast Channel 26 or on the TCMedia website.

Watch Online
https://tcmedia.org/stream.php, select "Watch, Streaming Now, Channel 26."
OR
Go to http://www.zoom.us/join and enter the Webinar ID 826 0629 2262 and Passcode 509015.

Listen by Telephone
Call (253) 215-8782, listen for the prompts and enter the Webinar ID 826 0629 2262 and Passcode 509015.

Public and Written Comment
Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:
https://us02web.zoom.us/webinar/register/WN__GZOyBbISPC5RZoKPpU87A

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

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

Post Meeting
Video recording of this meeting will be available within 24 hours of the meeting.
https://tcmedia.org/stream.php

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

Proclamation

WHEREAS, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

WHEREAS, the City of Tumwater and Thurston County are committed to strengthening democracy by encouraging voter registration and increasing participation in all elections; and

WHEREAS, civic-minded people and organizations have collaborated to establish National Voter Registration Day on September 19, 2023; and

WHEREAS, the goal for the 2023 National Voter Registration Day is to create awareness of elections and motivate eligible citizens to vote in coming months; and

WHEREAS, the strength of our democracy depends on the willingness of our citizens to participate by choosing the people who will lead us and by voicing their opinions on important matters that will come before the voters on Election Day; and

WHEREAS, fewer voters participate in local odd-year elections due to lower levels of media coverage and information about local issues and candidates; and

WHEREAS, the Thurston County Urge Your Neighbors to Vote Challenge aims to encourage regular voters to reach out to their neighbors with the tools and information they need to feel informed and empowered to turn in their ballots.

NOW THEREFORE, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim

September 19, 2023
National Voter Registration Day

and I encourage all eligible City of Tumwater residents to register to vote, to vote when they receive their ballot, and to encourage their neighbors to vote.

Signed in the City of Tumwater, Washington, and recognized on this 19th day of September in the year, two thousand twenty-three.

Debbie Sullivan
Mayor

TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
September 5, 2023 Page 1

CONVENE: 7:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althauser, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Excused: Councilmember Joan Cathey.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Transportation & Engineering Director Brandon Hicks, Communications Manager Ann Cook, and City Clerk Melody Valiant.

PUBLIC COMMENT: **Dottie Lerouge, 716 Dennis Street SE, Tumwater**, spoke on behalf of TC Media and encouraged the City to continue supporting and funding the organization. Several years ago, her neighbor suggested she consider volunteering at TC Media. Unbeknownst to her, her neighbor included her in films, movies, in a talk show, and featured her in an article in the *Senior News* about 80 being just a number. It is not just a number because a person can do anything regardless of age. The experiences she has gained from TC Media has blossomed her life beyond her wildest dreams. She serves as a volunteer and can operate cameras, prepare set designs, and coordinate costumes. None of that would have happened had she not been exposed to TC Media. Many of her neighbors also volunteer at TC Media. TC Media does not just record county or city meetings, it is for the public. TC Media also supports non-profit organizations and dedicates specific hours to supporting non-profits within the community. She asked the Council to support TC Media.

Darlene Adkins, 716 Dennis Street SE, Tumwater, thanked those who work in public service serving the community. At the end of her Army Reserve career, she considered what she wanted to do next in support of the public. She became aware of TC Media and the classes the organization offered. She took classes and recruited other women who live in her 55+ community and in the greater Thurston county community. With the help of TC Media training, a show was launched on *In the Know Women's Show.* She interviews women in the county that have impacted the community through their organization or their work within the county. The show enables the community to learn about the organizations and storytelling groups and filmmaking group comprised of filmmakers. It has inspired her so much through her relationship with TC Media that she entered a short film contest for the first time. Those activities have affected the quality of her life. She has witnessed much creativity in TC Media and its staff, as] well as its many projects. The show, *Live at Five* is similar to *Saturday Night Live* and was a major undertaking. She

acknowledged the work of a local director and volunteers who were able to produce and broadcast the show on public TV. The shows are unique to the community and bring many people together. Next month, she celebrates her 10th episode and will be interviewing the former Washington State Director of Veterans Affairs, Alfie Alvarado-Ramos.Adkins. Ms Adkins asked the Council to continue supporting TC Media.

Dave Nicandri, 505 South 4th Avenue, Tumwater, recalled his comments at a May Council meeting and his question as to the status of the City's interpretation of the Ninth Circuit Court of Appeals on the unconstitutionality of outlawing natural gas connections and natural gas appliances. He was prepared to complain as to the length of time since his initial comments but understands there has been a breakthrough. He referred to the Thurston County Climate Action Plan and a provision that indicates nothing included in the plan should affect the ability of people to pay for the shift and resources anticipated in the plan. Electrical vehicles are not cheap as they are luxury cars costing $50,000 to $60,000. Even with government rebates, people would be forced to buy electrical vehicles. Not only are they more expensive, they are likely unaffordable as a long-term measure. However, hybrids have killed the mad dash to electrical cars. There are enough rare earth metals including lithium in one electrical vehicle to power 90 hybrid vehicles. This is a crazy policy of mandating a shift to all electric vehicles. He plans to engage in discussions with City staff about the issue, as well as with the City Attorney. Today was his first meeting as an appointee by the City to the Regional Public Facilities District. He noted several highlights of interest to the Council. The district was created in 2003 and the final bond payments on the initial projects of the Olympia Children's Museum and the regional sports complex in Lacey will be paid in full in 2026 and 2027. Those jurisdictions are laying the groundwork for the next round of public facilities capital improvements. Since those jurisdictions are pursuing their interests, he believes the City of Tumwater should pay some attention. He offered to discuss some ideas with staff and the Council. Former Councilmember Chris Leicht is also a member of the Board. Not only can the District resources pay for capital improvements, the City of Lacey and the City of Olympia have been spending a considerable amount of revenue from the revenue stream for ongoing maintenance and operations. Mr. Leicht, as a former member of the Tumwater Council, found that information to be a revelation, as he understood that district funds could only be used for capital improvements. However, the City of Olympia and City of Lacey have been using the funds for ongoing operations at those two facilities for well over a decade.

CONSENT

a. Approval of Minutes: City Council Worksession, July 25, 2023

CALENDAR:

b. Approval of Minutes: City Council, July 31, 2023
c. Approval of Minutes: City Council Special Joint Tour with Port of Olympia - August 8, 2023
d. Payment of Vouchers
e. Falls Terrace Right-of-Way License Agreement
f. Agreement with Clearcreek Contractors for the Palermo Lagoon Dredging & Maintenance Project Amendment #1
g. Electrical Easement with Puget Sound Energy for Parcels 82700300300, 82700200000, and 82700100100
h. Barnes Lake Management District Steering Committee Reappointment of Dana Day, Jody Keys, Linnea Madison, Lalani Shelton, and Tom Sparks
i. Letter of Commitment with Department of Commerce for 2025 Comprehensive Plan Periodic Update Middle Housing Grant Application
j. Preliminary Docket for 2023 Annual Housekeeping Amendments
k. Offsite Lease with South Puget Sound Community College

MOTION: **Councilmember Althauser moved, seconded by Councilmember Swarthout, to approve the consent calendar as published. A voice vote approved the motion unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

COMMITTEE REPORTS:

PUBLIC HEALTH & SAFETY:
Leatta Dahlhoff

The agenda for the September 12, 2023 meeting includes a Thurston County Prosecutor's Office update on the Blake decision and new provisions and an amendment to an interlocal agreement with Lewis County for use of jail facilities.

GENERAL GOVERNMENT:
Michael Althauser

The next meeting on Wednesday, September 13, 2023 at 8 a.m. includes a 2025 Comprehensive Plan Update on the Housing Element and a discussion on the 2025 Comprehensive Plan Update on the Land Use Element.

PUBLIC WORKS:
Eileen Swarthout

The Thursday, September 7, 2023 meeting was cancelled. The next meeting is scheduled on Thursday, September 21, 2023 at 8 a.m.

BUDGET AND FINANCE:
Debbie Sullivan

There was no meeting and no report.

MAYOR/CITY ADMINISTRATOR'S REPORT:

City Administrator Parks provided an update on road construction projects occurring at various locations across the City. The City received notification of a federal transportation grant of $224,000 to

complete a study of the 93rd Avenue SR 21 interchange because of the significant increase in traffic from recent development the area.

The City hired several new firefighters over the summer. One firefighter recently returned from a deployment to the Bedrock fire near Eugene, Oregon. Teams deployed to wildland fires included trained staff to provide rescue and medical support for firefighters working in complex terrain.

The Fire Department is interviewing strategic planning consultants to assist the Fire Department with its strategic planning process.

The Tumwater Police Department has commenced its master plan process beginning with data and outreach. The Tumwater Police Department website includes an application process for residents, workers, and business owners to participate in several focus groups as part of the master plan process. The intent is to solicit interest from 45 to 60 members of the public representing all segments of the community to participate in four different focus groups.

The City of Tumwater received its annual opioid settlement fund distribution on August 2, 2023 for $16,960.

Mayor Sullivan reported the Intercity Transit Authority conducted a public hearing for the draft Annual Report and the 2023-2028 Transit Development Plan. The Authority adopted a resolution amending some bylaws for the Authority. The agency's website has been updated effective on August 17, 2023. The State Transit Association Bus Rodeo was held at Vancouver, Washington. Intercity Transit won in the top three of all categories including winning for the seventh consecutive year the 2023 Grand Champion Award for the state. Intercity Transit placed first in the maintenance competition for coach technicians, first place on the 35-foot coach competition, second place on the 40-foot coach competition, and second place for the Dial-Lift operator competition.

Mayor Sullivan reported on her receipt of the Advanced Certificate in Municipal Leadership from the Association of Washington Cities. She joins Councilmembers Swarthout and Dahlhoff who had previously received their certificates.

COUNCILMEMBER REPORTS:

Michael Althauser: At the last Regional Housing Council (RHC) meeting, the Board received recommendations from the Affordable Housing Advisory Board for funding of projects based on the results of the Request for

Proposal process. RHC received applications totaling $14 million in funding for affordable housing projects. The RHC was only able to award $5.2 million. Previously, the RHC established the Affordable Housing Advisory Board with members who had lived experience and more subject matter expertise to provide RHC with recommendations. The RHC approved the recommendations. Councilmember Althauser identified some of the service providers who received funding awards. The funding awards will eventually create approximately 137 new affordable housing units in Thurston County,

Angela Jefferson: At the August 23, 2023 meeting of Tumwater HOPES, members discussed selecting a new organization to sponsor the organization. The Thurston County Department of Health elected not to renew the contract due to reporting requirements and the inability to meet reporting deadlines. With assistance from staff and Councilmember Swarthout, the Family Support Center and ESD 113 agreed to consider funding the organization. A questionnaire of four questions was forwarded to both organizations for members to review to help select the organization for sponsoring Tumwater HOPES moving forward.

Councilmember Jefferson attended several meetings with the Thurston County Regional Law and Justice Council. Members continue to update its vision and goals.

The Senior Center sponsored a were briefed on the release of the 7th Edition Bike Map and its various forms, contents, points of distribution, and how it benefits the community. Members received a briefing from Ashley Carle with the Washington State Department of Transportation on the I-5 Tumwater to Mounts Road Study. The purpose of the study is to enhance mobility and connectivity on I-5. A final study report will be published in July 2023.s rib cook-off on August 3, 2023. Unfortunately, she did not win the rib cook-off. This year, the winner was Councilmember Schneider. The cook-off event was well attended by many seniors. The event was coordinated by the City's Parks and Recreation Department.

Leatta Dahlhoff: Councilmember Dahlhoff reported on her attendance to seven different meetings. During the Sea Level Rise meeting, members discussed the 2023 work plan to include installing tide gauges, conducting a land survey, conducting a groundwater study, and investigating public financing mechanisms to obtain $75 million to fund risk reduction actions. Members approved the 2024 Sea Level Rise Collaborative Work Plan and Budget for $180,000.

Eileen Swarthout: Councilmember Swarthout attended the Thurston County Mitigation Collaborative Executive Committee meeting. Highlights of the

meeting included approving the proposed advisory workgroup recruitment process. In addition to the Thurston County Mitigation Collaborative Executive Committee that represents the jurisdictions, a citizens group was formed. The purpose of the group is to provide community perspective and feedback on implementation actions within the Thurston County Climate Action Plan. The group includes 15 stakeholder positions representing a variety of community perspectives. The recruitment process for the advisory workgroup begins on September 1, 2023 and closes at the end of September. Members of the community are encouraged to apply.

Charlie Schneider: There was no report.

Peter Agabi: At the last Joint Animal Services Commission meeting, members received a report on animal shelter statistics to date.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 8:35 p.m.**

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

TO: City Council

FROM: Shelly Carter, Assistant Finance Director

DATE: September 19, 2023

SUBJECT: Payment of Vouchers

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1) Recommended Action:

Staff is seeking City Council ratification of:

- September 1, 2023, payment of Eden vouchers 173620 to 173639 in the amount of $8,667.25; and Munis vouchers 181237 to 181271 in the amount of $116,441.12 and electronic payments 903497 to 903509 in the amount of $54,351.74.
- September 8, 2023, payment of Eden vouchers 173640 to 173641 in the amount of $91,605.39; and Munis vouchers 181272 to 181321 in the amount of $239,344.89 and electronic payments 903510 to 903524 in the amount of $91,605.39.

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2) Background:

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

Vendor		
City of Olympia	22,288.29	Fire Vehicle Maintenance July 2023
Homes First	74,679.00	Septic Conversion Project
Bobbie & Amanda's Cleaning Svc	22,192.15	August Janitorial Services for City Facilities

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

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3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.
- Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.

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4) Alternatives:

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

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5) Fiscal Notes:

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

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6) Attachments:

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

EXHIBIT "A"

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

Munis
Voucher/Check Nos 181237 through 181271 in the amount of $116,441.12
Electronic payment No 903497 through 903509 in the amount of $54,351.74

Eden
Voucher/Check Nos 173620 through 173639 in the amount of $8,667.25

Shelly S Carter
_____
Asst. Finance Director, on behalf of the Finance Director

Checks dated 09/01/2023

EXHIBIT "B"

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

Munis
Voucher/Check Nos 181272 through 181321 in the amount of $239,344.89
Electronic payment No 903510 through 903524 in the amount of $91,605.39

Eden
Voucher/Check Nos 173640 through 173641 in the amount of $230.85

Shelly S Carter
_____
Asst. Finance Director, on behalf of the Finance Director

Checks dated 09/08/2023

TO: City Council

FROM: Jon Weiks, Chief of Police

DATE: September 19, 2023

SUBJECT: Interlocal Agreement with Lewis County for Use of Jail Facilities Amendment No. 3

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1) Recommended Action:

Authorization for the Mayor to sign the amendment to Interlocal Agreement with Lewis County for Use of Jail Facilities, Amendment No. 3.

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2) Background:

In mid-2020 the City contracted with Lewis County for jail services. The Agreement calls for an annual review of the daily contract rate for housing prisoners and sets forth a process for making any adjustments for the next year. These changes have been handled through annual amendments to the Agreement, but the process set forth in the Agreement does not require annual amendments. Annual rate changes may be approved and implemented administratively under the process described in the Agreement. Staff is recommending the City Council authorize the Chief of Police to approve and implement future rate changes using the process set forth in the Agreement.

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3) Policy Support:

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

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4) Alternatives:

Discontinue contracting with the Lewis County Jail and rest solely with the contract services of the Nisqually Tribal Jail.

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5) Fiscal Notes:

The daily contract rate for 2023 is $81.11 and the 2024 rate will be $94.27.

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6) Attachments:

A. Interlocal Agreement for Use of Jail Facilities between the Lewis County Sheriff's Office and the City of Tumwater.
B. Amendment to Interlocal Agreement for Use of Jail Facilities – City of Tumwater Amendment No. 3.
C. Amendment to Interlocal Agreement for Use of Jail Facilities – City of Tumwater Amendment No. 2.
D. Amendment to Interlocal Agreement for Use of Jail Facilities – City of Tumwater Amendment No. 1.

A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

IN THE MATTER OF:

ACCEPTANCE OF AN INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES BETWEEN THE LEWIS COUNTY SHERIFF'S OFFICE AND THE CITY OF TUMWATER.

RESOLUTION NO. 20-215

WHEREAS, the Board of County Commissioners (BOCC) has reviewed the agreement between the Lewis County Sheriff's Office and the City of Tumwater for use of jail facilites; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said interlocal agreement; and

WHEREAS, this contract provides a daily bed rate of $75.00 for 2020; and

WHEREAS, the BOCC authorizes the Sheriff, or his designee, to approve and sign future amendments extending the duration of this agreement.

NOW THEREFORE BE IT RESOLVED the aforesaid interlocal agreement for utilization of jail facilities by the City of Tumwater is hereby approved, and the BOCC is authorized to sign the same.

DONE IN OPEN SESSION this 22nd day of June, 2020.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

Kevin McDowell
By: Kevin McDowell,
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Gary Stamper
Gary Stamper, Chair

ATTEST:

Edna J. Fund
Edna J. Fund, Vice Chair

Rieva Lester
Rieva Lester,
Clerk of the Lewis County Board of County Commissioners

Robert C. Jackson
Robert C. Jackson, Commissioner

AGREEMENT FOR USE OF JAIL FACILITIES **IN LEWIS COUNTY**

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY, a political subdivision of the State of Washington (hereinafter "County"), and the City of Tumwater (hereinafter "Contract Agency") a Washington municipal corporation.

RECITALS

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping inmates received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34 RCW 70.48, and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 70.48, and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE:

It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services at the County's jail located at the Lewis County Jail, 28 SW Chehalis Avenue, Chehalis, Washington 98532-1900.

2. MAILING AND CONTACT ADDRESS:

All written notices shall be deemed received three (3) days after being deposited in the US Mail. All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County:	Lewis County Jail Attention: Corrections Chief 28 SW Chehalis Avenue Chehalis, WA 98532-1900 Facsimile: (360) 740-1463 Telephone Number: (360) 740-2714
Contract Agency:	Tumwater Police Department Attention: Accounts Payable 555 Israel Road S.W. Tumwater, WA. 98501 E-mail: policerecords@ci.tumwater.wa.us Telephone Number: 360-754-4200

3. AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain inmates set forth in Sections 8 and 9 herein, the County will accept and keep inmates at the request of the Contract Agency, unless the facility is declared at or near capacity by court order, or in the sole discretion of the County, if its inmate population is at capacity or so near capacity there is a risk the reasonable operational capacity limits of the County's jail might be reached or exceeded.

4. COMPENSATION FROM CONTRACT AGENCY:

(a) Daily Rate. In return for the County's housing of an inmate of the Contract Agency, the Contract Agency shall pay the County seventy-five dollars ($75.00) for every calendar day said inmate is in the custody of the County. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody.

(b) Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, including but not limited to any medical costs required by Section 5.

(c) Billing. The County will bill the Contracting Agency on the 15th day of each month for amounts due to the County under this Agreement for services rendered in the prior calendar month. Payment shall be due from the Contract Agency by the 15th day of the following month. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should collection action become necessary, the Contract Agency will pay collection costs associated with late payments.

(d) Concurrent Sentences. When a contract agency requests the Lewis County Jail to track, monitor, calculate time served for sentences imposed by a court other than Lewis County District or Superior Courts, or to place a hold on or to notify a court of an inmate's incarceration in the Lewis County Jail, the Contract Agency will pay 1/2 of the daily rate for offender serving time concurrently.

(e) Annual Review.

The daily rate for housing prisoners shall be adjusted annually by the County based on the projected costs for the next contract year. The adjusted daily rate anticipated for the next year shall be provided to the Contract Agency for review and comment no later than August of each year. The Contract Agency's written response will be considered and the final daily rate for the following year will be provided to the Contract Agency by September 30. Any increase shall take effect January 1.

5. MEDICAL COSTS AND TREATMENT:

(a) Services Provided. Upon transfer of custody to the County, the County will provide or arrange for the Contract Agency's inmates to receive medical, psychiatric and dental services necessary to safeguard their health while confined, in accordance with the provisions of RCW 74.48.130, as now in effect or hereinafter amended, and the policies and rules of the County jail.

(b) Cost Responsibility. The Contract Agency shall be responsible for the cost of medication prescribed for its inmates. The Contract Agency shall also be responsible for costs associated with the delivery of medical, psychiatric, dental, and emergency medical services provided to an inmate which are not available from the health care program within the County jail. These costs shall be paid directly to the provider or as a reimbursement to the County, as mutually agreed by the County and Contract Agency.

(c) Notice. Except in situations deemed an emergency by the County, the County shall notify the Contract Agency's contact person in writing, by mail or facsimile, prior to transfer of a Contract Agency's inmate to a medical, dental or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric or dental services.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency inmate has received or refused medical, psychiatric or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide the County written verification of any authorization of or refusal to authorize care or treatment for such inmate(s).

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from resuming custody of an ill or injured inmate by picking such inmate up for transfer at the County jail; provided, in situations in which the County deems an inmate requires emergency medical care, the County shall have the right to arrange for emergency medical services at the Contract Agency's expense.

(f) Records. The County shall keep records of all medical, psychiatric or dental services provided to inmates. Upon request by the Contract Agency, and in accordance with applicable law, the Contract Agency shall receive a copy of the medical, psychiatric or dental records held by the County for an inmate of the

Contract Agency. County and the contract medical provider for County shall comply with all requirements under the Health Insurance Portability and Accountability Act (HIPAA) and other applicable law.

6. TRANSPORTATION OF CONTRACT PRISONERS:

(a) Transportation: The Contract Agency is responsible for the transport of offenders to and from the County Jail at any time that inmate transport is needed, including, but not limited to, for mandatory court appearances. The County shall have no obligation to provide transportation services. However, if transportation is provided by the County, the County shall be reimbursed for any actual expense incurred.

7. TRANSFER OF CUSTODY:

(a) Commencement of Custody by County. The Contract Agency's inmates shall be deemed transferred to the custody of the County when Corrections Officers from the Lewis County Sheriff's Office take physical control of an inmate. The County will not take such control of an inmate until the Contract Agency has delivered copies of all inmate records pertaining to the inmate's incarceration by the Contract Agency or its agent, including a copy or summary of each inmate's medical records held by the Contract Agency or its agent. If the County requests additional information, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the County, the receiving officer may refuse to accept the Contract Agency's inmate for confinement. Property shall be limited to the amount which can be stored in a grocery size bag. The Contract Agency's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and all property allowed to be transported with the inmate is properly packaged. Only when all paperwork and property are in order will the County take physical control and assume custody and responsibility for the Contract Agency's inmate for confinement.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, the County will not transfer custody of any inmate confined pursuant to this Agreement to any agency other than to the Contract Agency without written authorization from a court of competent jurisdiction.

(c) Responsibilities upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the inmate; to supervise, discipline and control said inmate; and to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for necessary medical and hospital services and supplies in accordance with Section 5 of this Agreement.

8. RIGHT TO REFUSE AN INMATE:

The County shall have the right to refuse the Contract Agency's inmates under the following circumstances:

(a) Pending Medical Needs. The County shall have the right to refuse to accept a Contract Agency inmate who, at the time of presentation to the County jail for confinement, appears in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric or dental treatment to the inmate to the satisfaction of the County. At the time of custody transfer it is the Contract Agency's responsibility to provide information relevant to the care and custody of the Contract Agency's inmate.

9. REMOVAL FROM JAIL:

The Contract Agency's inmates may be removed from the County jail for reasons outlined below.

(a) Request by Contract Agency. Upon the County's receipt of written request for inmate return made by the Contract Agency, the inmate will be transported by the Contract Agency or the County pursuant to Section 6 above.

(b) Court Order. Upon the County's receipt of an order issued by a court having jurisdiction over a Contract Agency's inmate, transport will be according to the terms expressed in the court order, or by the Contract Agency or the County pursuant to Section 6 above.

(c) Treatment Outside of Jail. The Contract Agency's inmate may be removed from the County jail for medical, psychiatric or dental treatment or care not available within the County jail.

(d) Catastrophe. In the event of a catastrophic condition presenting, in the sole discretion of the County, an imminent danger to the safety of the inmate(s), inmates held on behalf of the Contract Agency may be removed from the County Jail. The County will inform the Contract Agency, at the earliest practical time, of the whereabouts of the inmate(s) and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

10. TRANSFER OF INMATES UPON TERMINATION/EXPIRATION OF AGREEMENT:

(a) Termination by County. In the event of a notice of termination by the County in accordance with Section 20 below, it shall be the County's obligation to transport the Contract Agency's inmates to the Contract Agency at no expense to the Contract Agency.

(b) Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 20 below, it shall be the Contract Agency's obligation to transport the Contract Agency's inmates at its own expense, on or before the effective date of such termination. Until such

removal, the Contract Agency shall pay the compensation and costs set forth herein related to the housing of such inmate(s) and the County shall retain all rights hereunder, notwithstanding such termination, until the Contract Agency's inmates are removed from the County jail.

11. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. The Contract Agency's inmates confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for inmates at the County jail. With respect to the Contract Agency's inmates, the County shall maintain and manage disciplinary issues and will administer sanctions, including removal of earned early release credit, as per facility rules and defined by RCW. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to inmates confined pursuant to this Agreement and to those otherwise confined.

(b) Inmate Accounts. The County shall establish and maintain a financial account for each inmate and shall credit to such account money received from each inmate or from the Contract Agency on behalf of each inmate. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs in accordance with the policies of the Lewis County Jail. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. The County shall remit a check to the Contract Agency in the name of each inmate eligible for reimbursement in the following situations: Termination or expiration of this Agreement, an inmate's return to the Contract Agency, inmate death or inmate escape.

(c) Programs. The County shall provide the Contract Agency's inmates with access to educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to other similarly situated inmates at the County jail.

12. ACCESS TO FACILITY AND PRISONERS:

(a) Access to Facility. Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and ensure its inmates are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with applicable federal, state and local laws.

(b) Access to Inmates. Contract Agency personnel shall have the right to interview Contract Agency inmates at reasonable times within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Lewis County Sheriff's Office.

13. ESCAPES AND DEATHS:

(a) Escapes.

In the event of an escape by a Contract Agency's inmate from the County jail, the Contract Agency will be notified by telephone or e-mail with a follow-up in writing as soon as practical. The County will have the primary authority to direct the investigation and to pursue the inmate within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the Contract Agency's escaped inmates from outside of the County.

(b) Deaths.

1) In the event of a death of a Contract Agency inmate in the County jail, the Contract Agency shall be promptly notified by telephone or e-mail with a follow-up notification in writing via US mail. Lewis County Sheriff's Office and the Lewis County Coroner will investigate the circumstances. The Contract Agency may, if it wishes, join in the investigation and receive copies of records and documents in connection with the investigation.

2) Subject to RCW 68.50.160, any other applicable provisions of law, and to the orders of the Lewis County Coroner, the County shall follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and is not intended to relieve any relative or other person from responsibility for the disposition of the deceased or any associated expenses.

14. POSTING OF BAIL:

The County shall serve as an agent for the Contract Agency in receipt of bail bonds or money posted for or by a Contract Agency's inmate. Bail posted for Contract Agency inmates shall adhere to the County's bail guidelines.

Posting of bail (cash or bond) shall only be accepted by Lewis County Jail in the correct and full amount. Bail must be accounted for in the inmate's file maintained by Lewis County Jail. Bail and related documents shall be remitted to a designated Tumwater Police Department transport officer who will file it with the appropriate court. The Tumwater Police Department agrees to make such a transport officer available for such remittance within 24 hours of notice from the County that the bail and related documents are ready for pickup. Bail remitted to the TPD transport officer must be accompanied by a fully completed Release From Custody form and a copy of the court's Release Order, if applicable. If a

bond is posted, Lewis County Jail shall confirm the accuracy of the information in both the bond and attached power of attorney documents before acceptance and release of the inmate, including proper bail amount and appropriate court name. For cash bail, Lewis County Jail shall provide the Tumwater PD transport officer with a copy of the receipt and complete payer contact information.

15. RECORD KEEPING:

The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's inmates consistent with the record keeping by the County for other inmates. The County shall make copies of said records available to the Contract Agency upon its request.

16. INDEMNIFICATIONS AND INSURANCE:

(a) To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, and agents, harmless from and against any and all claims (including, but not limited to, claims relating to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury), damages, losses and expenses, including but not limited to court costs, and attorney's fees, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, and/or agents.

(b) A party shall not be required to indemnify, defend, or hold the other party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property is caused by the sole act or omission of the other party. In the event of any concurrent act or omission of the parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each party's comparative liability.

(c) The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement, both parties must consent to the settlement. If a party does not express consent to a voluntary settlement then the non-consenting party shall not be bound by the settlement.

In the event a dispute should arise between the parties, before filing an action in court, the parties agree to use a alternative dispute resolution ("ADR") process such as mediation, through an agreed upon mediator and process. All costs for mediation services would be divided equally between the parties. Each party would be responsible for the costs of its own legal representation incurred in conjunction with pre-litigation ADR.

(d) The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party hereby expressly waives any immunity afforded by such acts if required, and to the extent required, by a party's obligations to indemnify, defend and hold harmless the other party.

(e) Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense. The foregoing indemnification obligations of the parties are a material inducement to enter into the Agreement and have been mutually negotiated. The provisions of this section shall survive any termination or expiration of this Agreement.

(f) Insurance Requirement. The County and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of Five Million Dollars ($5,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate for it liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence bases.

(g) Certificate of Insurance. The County and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from a insurance provider, insurance pool, or of self-insurance sufficient to satisfy the insurance obligations set forth in this Agreement.

17. NON-DISCRIMINATION POLICY:

The County and the Contract Agency agree not to discriminate in the performance of this Agreement on the basis of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

18. CONTRACT ADMINISTRATION/REQUIREMENTS OF CHAPTER 39.34 RCW:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act and other applicable law. Pursuant to the provisions of RCW 39.34.030, the Lewis County Sheriff shall be responsible for administering the confinement of inmates here under. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion. Prior to its entry into force, an agreement made pursuant to this chapter shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

19. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment or acceptance of payment of a billing, or continued performance after notice of a deficiency in performance constitute acquiescence thereto.

20. TERMINATION:

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at the address set forth herein. Termination by said notice shall become effective sixty (60) days after receipt of such notice. The notice shall set forth the specific plan for accommodating the affected inmates, if any.

21. WAIVER OF ARBITRATION RIGHTS:

Both parties acknowledge and agree they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree such level of compensation and other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

22. DURATION:

This Agreement will remain effective unless terminated by either party under the terms set forth in Section 20 above. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

23. GOVERNING LAW AND VENUE:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and an inmate's confinement under this Agreement. The venue shall be in the Lewis County Superior Court.

24. MISCELLANEOUS:

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state

tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DATE: 6/22/2020

LEWIS COUNTY, WASHINGTON

_____, Chairman

_____ Member

_____ Member

Constituting the Board of County Commissioners of Lewis County, Washington

Attest: Cindy Hallam for
Clerk of the Board

Approved as to Form and Content:

_____
Robert R. Snaza, Sheriff
Lewis County Sheriff's Office

Reviewed by:

_____
Prosecuting Attorney, Civil Deputy
K.A. McDowell

DATE: 6/4/2020

CITY OF TUMWATER
555 Israel Road S.W.
Tumwater, WA. 98501

DocuSigned by:
Pete Kmet
B11B2341451D48F...
Pete Kmet, Mayor

Attest:

DocuSigned by:
Melody Valiant
70FEB387401D46D...
Melody Valiant, City Clerk

Approved as to form:

DocuSigned by:
Karen Kirkpatrick
0F0E0D38F34240E...
Karen Kirkpatrick, City Attorney

AMENDMENT TO INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES
CITY OF TUMWATER
AMENDMENT NO. 3

This INTERLOCAL AGREEMENT AMENDMENT is made and entered into between **LEWIS COUNTY**, a municipal corporation, with its offices at 28 SW CHEHALIS AVENUE, CHEHALIS WA 98532-1900, hereinafter "**COUNTY**", AND CITY OF TUMWATER, located at 555 ISRAEL ROAD SW, TUMWATER, WA 98501, hereinafter "**CONTRACT AGENCY**".

In consideration of the mutual benefits and covenants contained herein, the parties agree that the Interlocal Agreement executed on June 22, 2020, shall be amended as follows:

1. Subsection 4(a), Daily Rate shall be amended to read:

In return for the County's housing of an inmate of the Contract Agency, the Contract Agency shall pay the County Ninety-Four dollars and twenty-seven cents ($94.27) for every calendar day said inmate is in the custody of the County. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody.

2. Except as expressly provided in this Amendment to the Interlocal Agreement, all other terms and conditions of the original Interlocal Agreement remain in full force and effect.

Executed this_____ day of_____, _____.

CONTRACT AGENCY:
City of Tumwater, Washington

Lewis County Washington
By: Robert R. Snaza, Sheriff
(Authorized Representative)

_____
Debbie Sullivan, Mayor

_____

Attest:

_____
Melody Valiant, City Clerk

Approved as to form:

_____
Karen Kirkpatrick, City Attorney

C

AMENDMENT TO INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES
CITY OF TUMWATER
AMENDMENT NO. 2

This INTERLOCAL AGREEMENT AMENDMENT is made and entered into between **LEWIS COUNTY**, a municipal corporation, with its offices at 28 SW CHEHALIS AVENUE, CHEHALIS WA 98532-1900, hereinafter "**COUNTY**", AND CITY OF TUMWATER, located at 555 ISRAEL ROAD SW, TUMWATER, WA 98501, hereinafter "**CONTRACT AGENCY**".

In consideration of the mutual benefits and covenants contained herein, the parties agree that the Interlocal Agreement executed on June 22, 2020, shall be amended as follows:

1. Subsection 4(a), Daily Rate shall be amended to read:

In return for the County's housing of an inmate of the Contract Agency, the Contract Agency shall pay the County Eighty-One dollars and eleven cents ($81.11) for every calendar day said inmate is in the custody of the County. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody.

2. Except as expressly provided in this Amendment to the Interlocal Agreement, all other terms and conditions of the original Interlocal Agreement remain in full force and effect.

Executed this_____ day of_____, _____.

CONTRACT AGENCY:
City of Tumwater, Washington

Lewis County Washington
By: Robert R. Snaza, Sheriff
(Authorized Representative)

_____
Debbie Sullivan, Mayor

_____

Attest:

_____
Melody Valiant, City Clerk

Approved as to form:

_____
Karen Kirkpatrick, City Attorney

D

AMENDMENT TO INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES
CITY OF TUMWATER
AMENDMENT NO. 1

This Interlocal Agreement is made and entered into between **Lewis County**, a municipal corporation, with its offices at 28 SW Chehalis, Chehalis WA 98532-1900, hereinafter "**County**", and **City of Tumwater**, located at 555 Israel Road SW, Tumwater, WA 98501, hereinafter "**Contract Agency**".

In consideration of the mutual benefits and covenants contained herein, the parties agree that the Interlocal Agreement executed on June 22, 2020, shall be amended as follows:

1. Section 4 COMPENSATION shall be amended to read:

(a) Daily Rate. In return for the County's housing of an inmate of the Contract Agency, the Contract Agency shall pay the County seventy-seven dollars and twenty-five cents ($77.25) for every calendar day said inmate is in the custody of the County. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody.

2. Except as expressly provided in this Amendment to the Interlocal Agreement, all other terms and conditions of the Interlocal Agreement remain in full force and effect.

Executed this_____ day of_____, _____.

CONTRACT AGENCY:
City of Tumwater, Washington

Lewis County Washington
By: Robert R. Snaza, Sheriff
(Authorized Representative)

_____
Debbie Sullivan, Mayor

_____

Attest:

_____
Melody Valiant, City Clerk

Approved as to form:

_____
Karen Kirkpatrick, City Attorney

TO: City Council

FROM: Jon Weiks, Chief of Police

DATE: September 19, 2023

SUBJECT: Service Provider Agreement with National Public Safety Group, LLC for Law Enforcement Records Management System (LERMS) RMS/JMS Replacement Project Management

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1) Recommended Action:

Authorization for the Mayor to sign the LERMS Project Management Agreement.

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2) Background:

The Tumwater Police Department is a partner in a six-jurisdiction consortium that shares a records management system for law enforcement in Thurston County. The Tumwater Police Department is the business agent for the consortium, which is currently in the process of selecting a new records management system. Our current records management system is no longer being upgraded by the vendor and no longer meets the needs of the consortium. The LERMS Executive Board has authorized contracting for project management with National Public Safety Group, LLC out of North Carolina. This agreement has been reviewed by the City Attorney and staff is recommending the City Council authorize the Mayor to sign the agreement.

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3) Policy Support:

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

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4) Alternatives:

The scope of this project exceeds the expertise of any resources available to the consortium. As such, hiring a professional project manager is essential for a long-term successful outcome.

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5) Fiscal Notes:

The total cost of services for this agreement is $297,116.00. These costs are paid by the consortium.

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6) Attachment:

A. RMS/JMS Replacement Project Management Agreement

CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT

(RMS/JMS Replacement Project Management)

THIS AGREEMENT is made and entered into in duplicate this_____day of _____ _____, 20___, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and National Public Safety Group, LLC, a North Carolina corporation, 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 Exhibit "A" Scope of Services attached hereto and incorporated herein (the "Project").

2. TERM.

A. The Project shall begin no earlier than August 20, 2023, and shall be completed no later than September 20, 2025. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

This Agreement may be terminated by either party with 90 days written notice to the other Party.

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 Two Hundred Ninety Seven Thousand One Hundred Nineteen and No/100 Dollars ($297,119) ("Consulting Fees") as set forth in Exhibit "B".

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. 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.

6. 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.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and all reasonable 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. . No liability shall attach to SERVICE PROVIDER by reason of entering into this Agreement except as expressly provided herein.

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 all reasonable 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 CITY, its officers, officials, employees or agents or by CITY's breach of this Agreement.. 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.

D. Limitation on Liability. Not withstanding any other provision of this Agreement, SERVICE PROVIDER'S liability hereunder shall not exceed the maximum limit of SERVICE PROVIDER'S professional insurance.

8. 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.

3. Professional Liability insurance written on a claims made basis with limits of no less than $2,000,000 per claim, and $2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, 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.

9. TREATMENT OF ASSETS.

A. 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. The CITY shall not disclose SERVICE PROVIDER Confidential Information to any third parties except as permitted hereunder or as permitted under Washington State law.

10. 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.

11. 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. "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.

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. If any assignment and/or subcontract have 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.

E. Nondiscrimination in Benefits. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the 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”.

12. 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.

13. 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.

14. 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.

15. 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, subject to the terms of Section 21 hereof.

16. 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.

17. PROHIBITED INTEREST.

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

18. 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.

19. 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.

20. 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 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.

21. CONFIDENTIALITY.

Notwithstanding any other provision of this Agreement,

A. CITY Confidential Information. By virtue of this Agreement, the SERVICE PROVIDER will have access to confidential information and materials of the CITY that is provided to the SERVICE PROVIDER after the execution of this Agreement and so designated in writing (collectively, the "CITY Confidential Information"). CITY Confidential Information does not include information that (i) is already in the SERVICE PROVIDER's possession at the time of disclosure by the CITY, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the SERVICE PROVIDER, (iii) is obtained by the SERVICE PROVIDER from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the SERVICE PROVIDER . The SERVICE PROVIDER shall not use CITY Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein. The SERVICE PROVIDER shall not disclose Confidential Information to any third parties except as permitted hereunder or as permitted under Washington State law.

B. SERVICE PROVIDER Confidential Information. By virtue of this Agreement, the CITY will have access to confidential information and materials of the SERVICE PROVIDER that is provided to the CITY after the execution of this Agreement and so designated in writing (collectively, the "SERVICE PROVIDER Confidential Information"). SERVICE PROVIDER Confidential Information does not include information that (i) is already in the CITY's possession at the time of disclosure by the SERVICE PROVIDER, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the CITY, (iii) is obtained by the CITY from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the CITY. The CITY shall not use SERVICE PROVIDER Confidential Information for any purpose other than in furtherance of this Agreement and the

activities described herein. The CITY shall not disclose SERVICE PROVIDER Confidential Information to any third parties except as permitted hereunder or as permitted under Washington State law.

C. Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent the SERVICE PROVIDER from disclosing CITY Confidential Information or the CITY from disclosing SERVICE PROVIDER Confidential Information to the extent required by Washington State law; provided, however, that, in such event, the Party from which disclosure is sought shall promptly notify the other Party in writing as to the requested disclosure (including a copy of the request and timing of proposed disclosure) at least ten (10) days before the proposed disclosure date to allow intervention.

22. WARRANTIES.

Notwithstanding any other provision of this Agreement,

A. No Implied Warranties. The CITY agrees that (i) the SERVICE PROVIDER is not the manufacturer or distributor of any of the products or services subject to the Services (collectively, the "Third-Party Products"), (ii) the warranties and representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications) are those of the manufacturer or distributor thereof and not the SERVICE PROVIDER, and (iii) the SERVICE PROVIDER bears no obligation or liability related to or resultant from the warranties or representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications). THE WARRANTY HEREIN IS THE ONLY WARRANTY MADE BY THE SERVICE PROVIDER HEREUNDER. THE SERVICE PROVIDER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

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.

The rest of this page left intentionally blank.

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:
NATIONAL PUBLIC SAFETY GROUP
124 Newington Way
Aberdeen, NC 28315
UBI No.
Phone No. 910.420.3667

Debbie Sullivan
Mayor

Jonathan Mims, CEO

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

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

Exhibit "A"

Scope of Work

NPSG will assist the Customer with their public safety software project, which will include:

- Law Enforcement Records Management System (LERMS)
- Jail Management System (JMS)

NPSG will provide these services for with the following agencies involved:

- Lacey Police Department
- Olympia Police Department
- Tenino Police Department
- Thurston County Sheriff's Office
- **Tumwater Police Department – Fiduciary**
- Yelm Police Department

NPSG must provide consulting services and implementation services for the customer. These services include:

Phase I
Needs Assessment

The NPSG team will perform a mini Needs Assessment, which will include services such as:

- Identify and document goals and objectives
- Review and take notes from any existing strategic plans that may be in place
- Document any partner agencies that need integration—public safety agencies, neighboring counties, public works, etc. This includes existing agreements and future wants
- Identify the agency's Project Team
- Identify the time goals/deadlines of your specific project
- Provide a project schedule for the Selection, Procurement, and Project Management phases of the project

Phase II
Selection Process

The NPSG team will lead and manage the Selection process, as the Agency desires, to include services such as:

- Upon receiving RFP responses from responding vendors, the NPSG team does a full assessment of the responses. This includes assessments of each section in our RFP template, to include pros, cons, and notes on information pertaining to:
    - Company
    - Finances
    - Contracts cancelled or unfulfilled

    - References
    - Litigation, arbitration, and civil disputes
    - Infrastructure
    - Cybersecurity
    - Professional services model
    - Updates/Enhancements
    - Support / SLA
    - Cost proposal breakdown and comparison
    - Exceptions taken to the RFP
    - Technical matrix breakdown, pros, and cons
- Lead and manage the Selection process to include:
    - Setting up all demonstrations and round table meetings
    - Provide a scoring matrix, which is determined after meeting with Agency stakeholders to identify performance metrics.
    - NPSG uses Qualtrics for members to score the presentations.
    - Set up and manage the Technical / Pro Services presentation following demonstrations
    - Attend any management or Commissioner meetings needed to move forward with a formal selection

Phase III

Procurement Process

The NPSG team will work with perform the following services such as:

- Upon a proposer being awarded a Selection, contingent on successful contract negotiations, NPSG retrieves the company's contract
- NPSG works with the Agency's Procurement, Risk, and Legal departments to vet the agreement.
- The NPSG Team has extensive criteria it looks for in contract negotiations with a vendor to include:
    - Price
        - Actual cost
        - Ongoing costs
        - Pricing model
        - Future add on costs
    - Payment terms
        - Breakdown of milestones
        - Percentage of holdback money contingent on sign off
    - Product
        - Is the Statement of Work accurate
        - Ensure the Agency understands what you are getting and not getting
    - Project
        - Professional Services standards
            - Project Manager
            - Project tools
            - Team members
        - Penalties for very delayed projects

- Support level agreement
  - Support tiers with guaranteed response times
    - Penalties for delayed responses
  - Annual SSMA or Subscription increase percentage caps
  - If SaaS, guaranteed uptime with penalties
  - Ongoing support parameters
  - During updates
  - Cybersecurity
  - Identification of who supports your Agency
- Updates and Upgrades
  - Costs
  - Process
- All Terms and Conditions, with some specific language regarding
  - Assignment
  - Non-interference
  - Data ownership
  - Legal litigation or arbitration

- NPSG assist in redlining and commenting on the price, terms, and conditions to assist the agency in finalizing a successful contract
- Attend any management or Commissioner meetings needed to get approval for the contract signing

Phase IV

Project Management

The NPSG team will work with perform the following services such as:

- We provide all of our documentation from previous phases to the vendor before kickoff to ensure they have as much knowledge as possible to prepare for the project
- Attend and assist with kickoff and discovery sessions to make sure all goals and objectives are understood and documented
- Work with software vendor and customer to develop a detailed implementation schedule
- We ensure the training plan scheduled is conducive with agency needs – schedules, union rules, other limitations
- Our project managers and subject matter experts attend meetings and calls as appropriate and deliver detailed notes after each call
- Prior to weekly project status meetings, we have weekly one on ones with the customer and vendor, which helps make the status calls more efficient and effective
- Schedule regular checkpoints to make sure everything is on track and all users are aware of the progress being made both from a task and budget perspective
- We work to ensure the agency is on track doing their homework, so there is no delay to the critical project tasks
- We work to ensure the vendor is on track with their deliverables
- Work to ensure client assigns appropriate “core group” resources for project success
  - This entails identifying what personnel resources will be needed for a project of your

scope

- Work to make sure any showstopper items are identified and promptly resolved by the responsible party before becoming major issues
- Monitor risks and change requests throughout the project.
- Review and recommend approval of software invoices as requested by the Customer
- Assist client with preparing for Stakeholder Meetings
- Schedule calls with the software vendor and all third-party vendors to identify interface requirements.
- Manage progress of data conversions or any access to legacy data to ensure these processes are not going to delay the project
    - Ensure client stays on track with validations
    - Ensure vendor stays on track with fixing issues for the next data conversion run
    - Work with client to make sure they are bringing clean data into their new system
- Work to ensure functional and load testing is performed as needed
    - Document issues found during testing and continuously follow-up with the vendor on resolution and a retesting plan
    - Assist with prioritizing issues and ensuring Go Live dependent issues get worked on first
- Work with the vendor to develop and communicate a detailed go-live plan well before the system is put into live operation
    - Work with vendor to ensure there is a go live checklist for both their staff and the client's staff
- Continue to follow up after go-live for any post go-live action items, such as pending interfaces, conversion items, or anything else that was not completed
- Provide ongoing annual support for account and technical needs if that option is chosen by the agency

Exhibit "B"

Cost Proposal

National Public Safety Group Proposal

Proposal Services for: *RMS & JMS Consulting Project*

Proposal for:	**Thurston County Consortium**		
Contact:	**Laura Wohl**	**Date:**	5/17/2023
	Police Admin Supervisor	**Valid:**	1/12/2024
Email:	Lwohl@ci.tumwater.wa.us		
Phone:	555 Israel Road SW		
NPSG Contact:	Buck Mims	**Email:**	bmims@nationalpsgroup.com

Item	Length of Project	Total
Needs Assessment		**NA**
Selection	*RFP Assessments - no demonstrations*	**$54,021**
Procurement		**$49,519**
Project Management		**$193,575**
	Total Consulting Services:	**$297,116**

Item	Total
Consulting as a Service	**NA**

Total Cost: $297,116

NOTES

This proposal includes services for this project for this many months after effective date: **26**

A $3,500 Legal Fee is added for agencies using their own PSA

See full agreement for all terms and conditions

Optional CaaS: Ongoing annual support after sign off by NPSG for technical, account, & invoicing items: **$14,856**

Agencies to manage	**6**
Contracts to negotiate	**1**
Projects to manage	**1**

Payment Terms

Payment terms						
Month	**Milestone**	**Begin/End**	**Percentage**	**Unit Cost**	**Paymen**	**Paid to Date**
	***Projected Project Length:**	**22**				
1	Effective Date	Begin	20%	$297,116	$59,423.10	$59,423
2	Monthly payment		4%	$297,116	$11,318.69	$70,742
3	Monthly payment		4%	$297,116	$11,318.69	$82,060
4	Monthly payment		4%	$297,116	$11,318.69	$93,379
5	Monthly payment		4%	$297,116	$11,318.69	$104,698
6	Monthly payment		4%	$297,116	$11,318.69	$116,017
7	Monthly payment		4%	$297,116	$11,318.69	$127,335
8	Monthly payment		4%	$297,116	$11,318.69	$138,654
9	Monthly payment		4%	$297,116	$11,318.69	$149,973
10	Monthly payment		4%	$297,116	$11,318.69	$161,291
11	Monthly payment		4%	$297,116	$11,318.69	$172,610
12	Monthly payment		4%	$297,116	$11,318.69	$183,929
13	Monthly payment		4%	$297,116	$11,318.69	$195,247
14	Monthly payment		4%	$297,116	$11,318.69	$206,566
15	Monthly payment		4%	$297,116	$11,318.69	$217,885
16	Monthly payment		4%	$297,116	$11,318.69	$229,203
17	Monthly payment		4%	$297,116	$11,318.69	$240,522
18	Monthly payment		4%	$297,116	$11,318.69	$251,841
19	Monthly payment		4%	$297,116	$11,318.69	$263,159
20	Monthly payment		4%	$297,116	$11,318.69	$274,478
21	Monthly payment		4%	$297,116	$11,318.69	$285,797
22	Monthly payment		4%	$297,116	$11,318.69	$297,116
				Total Payments:	**$297,115.50**	

*Projected project length is listed above and below. However, as we do not quote projects based on hours, but on other criteria, such as number of agencies, users, products, etc., we will continue to provide project services should the software provider or agency(ies) have delays for up to *3 months past this projected time estimate at no added cost.* Our goal is to provide your agency with a successful project on time and within budget.

Projected project length: **22**

This is a fixed-fee agreement broken up over monthly payments.

If a project is completed before the projected time frame, the balance of unpaid payments will be invoiced for payment.

Exhibit C

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

3.46.010 Definitions.

For the purpose of this chapter:

A. "Contract" means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost $50,000 or more;

B. "Contract awarding authority" means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;

C. "Domestic partner" means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;

D. "Employee benefits" means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:
1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

A. Within the city;

B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and

C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;

B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and

2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;

C. Examine contractor's benefit programs covered by this chapter;

D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

E. Allow for remedial action after a finding of noncompliance, as specified by rule;

F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)

TO: City Council

FROM: Josh Irwin, Recreation Coordinator

DATE: September 19, 2023

SUBJECT: Service Provider Agreement with Tumwater School District for Summer Youth Employment Program

---

1) Recommended Action:

Approval of the agreement by City Council.

---

2) Background:

The City of Tumwater has provided annual funding since 2016 for the Tumwater School District (TSD) to engage 20+ disengaged high school students in a hands-on farm-based curriculum at the Isabella Bush Park Barn. The curriculum is designed to teach basic employment and job skills to young people and provide experience completing projects of public benefit. This interlocal agreement would give $12,000 in 2023 and $12,000 in 2024 to TSD to be paid out as stipends to the program's participants.

---

3) Policy Support:

People - We respect the diverse people that make up the social fabric of our community and strive to be inclusive of all people.

Opportunity - We seize opportunities to improve our community's social, environmental, and economic well-being.

Environment - We are a learning organization which strives to benefit from past experience, foresight, and innovation to seek new ways to enhance the community and improve City operations and services.

---

4) Alternatives:

- ❑ Do not approve

---

5) Fiscal Notes:

$12,000 in 2023 and $12,000 in 2024 included in General Fund Budget.

---

6) Attachments:

A. Summer Youth Program Contract between the City of Tumwater and the Tumwater School District.

A

CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT

TUMWATER SCHOOL DISTRICT SUMMER YOUTH EMPLOYMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY" and the TUMWATER SCHOOL DISTRICT, 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 Exhibit "A & B" attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than July 3, 2023 and shall be completed no later than August 2, 2024. This Agreement 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 Twelve Thousand Dollars ($12,000.00) in 2023 and Twelve Thousand Dollars ($12,000.00) in 2024 for work performed under this Agreement for a total sum not to exceed Twenty Four Thousand and No/100 Dollars ($24,000.00) as described in Exhibit A.

D. The SERVICE PROVIDER shall submit to the CITY Finance Director an invoice for services rendered during the pay 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.

E. 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 reimbursement for such goods and/or services.

F. 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 unless the contract term ends at the end of the calendar year where invoices must be submitted no more than five (5) business days following the end of the calendar year. Failure to submit a timely invoice will result in non-payment of services and funds will be forfeited.

5. 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 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 SERVICE PROVIDER'S ability to perform the Services. 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 retirees 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 SERVICE PROVIDER'S owners and for each person providing service under this Agreement.

6. 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.

7. 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. SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. 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.

8. INSURANCE.

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.

The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

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

B. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 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. Insurance coverage with a minimum of $1,000,000 per occurrence or per claim limits for sexual abuse and molestation insurance. This coverage may be a stand-alone insurance policy or other coverage added by endorsement to the Commercial General Liability insurance policy.

The CITY shall be named as an additional insured on the insurance policy, 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.

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 respects to the limits of the insurer's liability.

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

The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

9. 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.

10. 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 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 business and occupation (B & O) taxes which may be due on account of this Agreement.

11. 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, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, 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. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law. 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. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

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, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

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 if applicable.

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.

12. 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.

13. 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.

14. 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.

15. 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. 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.

16. 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.

17. PROHIBITED INTEREST.

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

18. 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.

19. 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.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party 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 only in any of the courts of competent jurisdiction in Thurston County, Washington.

21. 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.

22. 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.

THIS SECTION INTENTIONALLY LEFT BLANK

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

_____
Debbie Sullivan, Mayor

SERVICE PROVIDER:
Tumwater School District
621 Linwood Ave SW
Tumwater, WA 98512
Tax ID #: 91-09366197
Phone Number (360) 709-7011

_____
Signature
Printed Name:_____
Title: _____

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF THURSTON)

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

Dated:_____

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

EXHIBIT "A"

SCOPE OF SERVICES

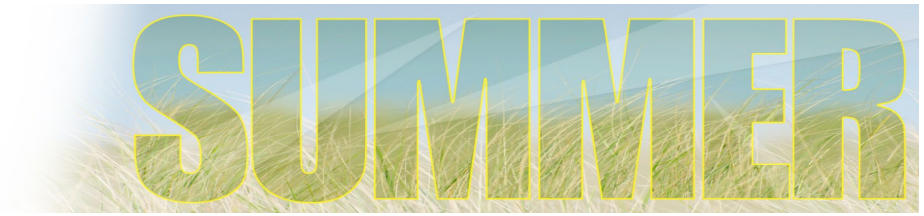
1. The Service Provider: Shall provide supervised summer youth employment for twenty youth participants ages 16-18 as part of their Tumwater School District Summer FRESH Program. This shall include teaching basic employment (punctuality, teamwork, taking instruction, etc.) and job search skills. The Service Provider shall also provide participants experiences completing projects of public benefit and exposing them to career opportunities in local public service. The Service Provider will work with the Tumwater Parks and Recreation Department to make sure the elements of public benefit and service is being accomplished throughout the summer. Please see Exhibit "B" for Calendar.

2. Contract Term: Services shall be provided throughout the summer quarter between July 3 and August 4 in 2023, and between July 1 and August 2 in 2024.

3. Compensation: The Service Provider shall collect a total sum of $12,000 (Twelve Thousand Dollars) in 2023 and $12,000 (Twelve Thousand Dollars) in 2024 for these services.

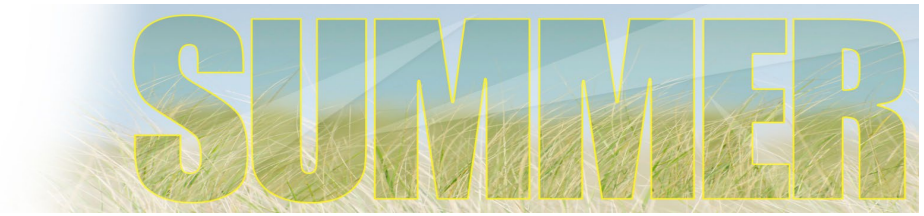
4. Payment: The Service Provider shall submit to the CITY Finance Director an invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the Service Provider within approximately thirty (30) days thereafter.

July 2023



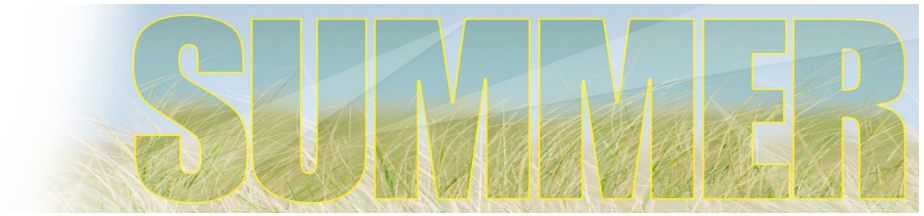
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1
2 **Week 1**	3 First Day of Program	4	5	6	7 Isabella Bush Service Project	8
9 **Week 2**	10	11	12 Senior Program Power Hour 1:30 - 2:30pm	13 Senior Program Power Hour 1:30 - 2:30pm	14 Isabella Bush Service Project	15
16 **Week 3**	17	18	19 Senior Program Power Hour 1:30 - 2:30pm	20 Senior Program Power Hour 1:30 - 2:30pm	21 Lott Tour and Farmers Market	22
23 **Week 4**	24	25	26 Senior Program Power Hour 1:30 - 2:30pm	27 Senior Program Power Hour 1:30 - 2:30pm	28 Tumwater Public Safety Tours	29
30	31	Notes				

August 2023



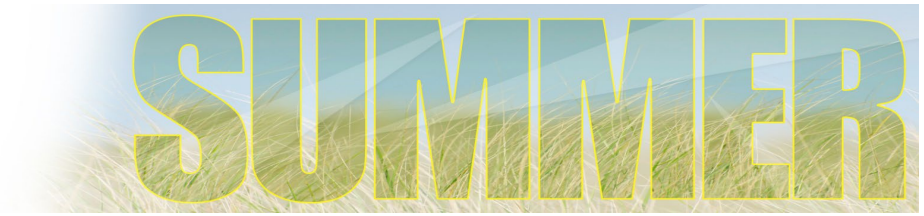
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30 **Week 5**	31	1	2 Senior Program Power Hour 1:30 - 2:30pm	3 Senior Program Power Hour 1:30 - 2:30pm	4 End of Program Celebration	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	Notes				

July 2024



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30 **Week 1**	1 First Day of Program	2	3	4	5 Isabella Bush Service Project	6
7 **Week 2**	8	9	10 Senior Program Power Hour 1:30 - 2:30pm	11 Senior Program Power Hour 1:30 - 2:30pm	12 Isabella Bush Service Project	13
14 **Week 3**	15	16	17 Senior Program Power Hour 1:30 - 2:30pm	18 Senior Program Power Hour 1:30 - 2:30pm	19 Tumwater Public Safety Tours	20
21 **Week 4**	22	23	24 Senior Program Power Hour 1:30 - 2:30pm	25 Senior Program Power Hour 1:30 - 2:30pm	26 Lott Tour and Farmers Market	27
28	29	30	31	1	2	3
4	5	Notes				

August 2024



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28 **Week 5**	29	30	31 Senior Program Power Hour 1:30 - 2:30pm	1 Senior Program Power Hour 1:30 - 2:30pm	2 End of Program Celebration	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	Notes				

Issue Date: 6/6/2023 **Cert#: 0000002878**

SCHOOLS INSURANCE ASSOCIATION OF WASHINGTON

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MOC MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MOC, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PRODUCER

Clear Risk Solutions
451 Diamond Drive
Ephrata, WA 98823
Phone: (509) 754-2027 Fax: (509) 754-3406

COVERED MEMBER

Tumwater School District #33
621 Linwood Avenue SW
Tumwater, WA 98512

COMPANIES AFFORDING COVERAGE

GENERAL LIABILITY
SIAW / Munich Re et al.

AUTOMOBILE LIABILITY
SIAW / Munich Re et al.

PROPERTY
SIAW / Munich Re et al.

CRIME / PUBLIC EMPLOYEE DISHONESTY
SIAW / Munich Re

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	SIAW222334046	9/1/2022	9/1/2023	GENERAL AGGREGATE	$36,000,000
				PRODUCTS-COMP/OP OCC & AGG	$15,000,000
				PERSONAL & ADV. INJURY	$30,000,000
				EACH OCCURRENCE	$30,000,000
(LIABILITY IS SUBJECT TO A $500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL PROGRAM AGGREGATE	$100,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	SIAW222334046	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT	$30,000,000
(LIABILITY IS SUBJECT TO A $500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL PROGRAM AGGREGATE	NONE
PROPERTY					
	SIAW222334046	9/1/2022	9/1/2023	ALL RISK PER OCC EXCL EQ & FL	$150,000,000
				EARTHQUAKE PER OCC	$35,000,000
				FLOOD PER OCC (except FZ A&V, which is $1MM)	$25,000,000
(PROPERTY IS SUBJECT TO A $500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL PROGRAM AGGREGATE	NONE
CRIME/PUBLIC EMPLOYEE DISHONESTY					
	SIAW222334046	9/1/2022	9/1/2023	PER LOSS	$1,000,000
				ANNUAL PROGRAM AGGREGATE	$5,000,000
(CRIME IS SUBJECT TO A $500,000 SIR PAYABLE FROM PROGRAM FUNDS)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Evidence of coverage only regarding Summer Youth Program.

CANCELLATION

SHOULD ANY OF THE ABOVE-DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MOC PROVISIONS.

CERTIFICATE HOLDER

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

AUTHORIZED REPRESENTATIVE

TO: City Council

FROM: Troy Niemeyer, Finance Director

DATE: September 19, 2023

SUBJECT: Audit Engagement Letter with the State Auditor's Office

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1) Recommended Action:

Authorize the Mayor to sign the attached Audit Engagement Letter (Attachment "A") between the City and the State Auditor's Office.

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2) Background:

The City receives annual audits from the State Auditor's Office (SAO). These audits are required by state law. The audits covered with this engagement letter are the annual Financial Statement audit for fiscal year 2022 and Accountability audit. For the last two years the Accountability audit was postponed at SAO's request due to staffing issues at SAO. As a result, this Accountability audit will cover 2020, 2021, and 2022. Staff have informed SAO that we wish to go back to, and remain on, a one-year cycle for Accountability audits.

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3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

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4) Alternatives:

- ❑ Do not authorize the Mayor to sign the agreement. However, these audits are required by state law.

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5) Fiscal Notes:

The cost of the audit in this engagement letter is $88,500. The estimated annual audit costs are included in the biennial budget.

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6) Attachments:

A. Audit Engagement Letter with the State Auditor's Office.

Office of the Washington State Auditor
Pat McCarthy

August 31, 2023

City Council and Mayor
City of Tumwater
555 Israel Rd SW
Tumwater, WA 98512

We are pleased to confirm the audits to be performed by the Office of the Washington State Auditor, in accordance with the provisions of Chapter 43.09 RCW, for the City of Tumwater. This letter confirms the nature and limitations of the audits, as well as responsibilities of the parties and other engagement terms.

Office of the Washington State Auditor Responsibilities

Financial Statement Audit

We will perform an audit of the basic financial statements of the City of Tumwater as of and for the fiscal year ended December 31, 2022, prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The objective of our audit will be to express our opinion on these financial statements.

We will perform our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement. Since we do not review every transaction, our audit cannot be relied upon to identify every potential misstatement. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with the standards identified above.

A financial statement audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers relevant internal controls in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we will express no such opinion.

Insurance Building, P.O. Box 40021 • Olympia, Washington 98504-0021 • (564) 999-0950 • Pat.McCarthy@sao.wa.gov

Although our audit is not designed to provide an opinion on the effectiveness of internal control over financial reporting, we are required to report any identified significant deficiencies and material weaknesses in controls. We are also required to report instances of fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that could have a direct and material effect on the accuracy of financial statements.

A financial statement audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

All misstatements identified by the audit will be discussed with management. Material misstatements corrected by management and all uncorrected misstatements will be communicated at the exit conference, as required by professional auditing standards.

Our responsibility is to express in a written report an opinion on the financial statements based on the results of our audit. We cannot guarantee an unmodified opinion. We may modify or disclaim an opinion on the financial statements if we are unable to complete the audit or obtain sufficient and appropriate audit evidence supporting the financial statements. If our opinion is other than unmodified, we will fully discuss the reason with you prior to issuing our report. Further, in accordance with professional standards, we may add emphasis-of-matter or other-matter paragraphs to our report to describe information that, in our judgment, is relevant to understanding the financial statements or our audit.

We will also issue a written report (that does not include an opinion) on issues identified during the audit related to internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

The City prepares supplementary information that accompanies the financial statements, which is required by Generally Accepted Accounting Principles. We agree to perform auditing procedures on this information, with the objective of expressing an opinion as to whether it is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

Accountability Audit

We will perform an accountability audit of compliance with applicable state laws, regulations, and policies, and of controls over the safeguarding of public resources for the three fiscal years ended December 31, 2020, 2021 and 2022. The audit will be conducted in accordance with provisions of RCW 43.09.260 and the Office's audit policies, which include policies specific to these types of audits and general audit policies. Our general audit policies apply to all our engagements and incorporate the requirements of *Government Auditing Standards*, as applicable, on topics such as communications with auditees, independence, audit evidence and documentation, and reporting.

An accountability audit involves performing procedures to obtain audit evidence about compliance and controls in areas selected for audit. In keeping with general auditing practices, we do not examine every transaction, activity, policy, internal control, or area. The areas examined and procedures selected depend on the auditor's judgment, including the assessment of the risks of fraud, loss, abuse, or noncompliance.

Upon completion of our audit, we will issue a written report describing the overall results and conclusions for the areas we examined.

Data Security
Our Office is committed to appropriately safeguarding the information we obtain during the course of the audit. We have entered into a data sharing agreement with the City to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56 and OCIO Standard 141.10) in the handling of information considered confidential.

Reporting levels for audit issues
Issues identified through the auditing process will be communicated as follows. Failure to appropriately address audit issues may result in escalated reporting levels.

- **Findings** formally address issues in an audit report. Findings report significant results of the audit, such as significant deficiencies and material weaknesses in internal controls; misappropriation; and material abuse or non-compliance with laws, regulations, contracts or grant agreements. You will be given the opportunity to respond to a finding, and this response, or a synopsis of it, will be published in the audit report. Professional auditing standards define the issues we must report as findings with regard to non-compliance with a financial statement effect and internal controls over financial reporting.
- **Management letters** communicate control deficiencies, non-compliance, misappropriation, abuse, or errors with a less-than-material effect on audit objectives. Management letters are referenced, but not included, in the audit report.
- **Exit items** address control deficiencies, non-compliance, abuse, or errors that have an insignificant effect on audit objectives. These issues are informally communicated to management and are not referenced in the audit report.

Client's Responsibilities
Management is responsible for the accuracy and completeness of information provided to the auditor and will provide the Office of the Washington State Auditor with:

- Unrestricted access to people with whom the auditor wishes to speak.
- All information that is requested or relevant to auditor requests.
- Notification when any documents, records, files, or data contain information that is covered by confidentiality or privacy laws.
- Adequate workspace and conditions, including interacting with auditors professionally and respectfully and promptly communicating about any issues and concerns.

Moreover, our audit does not relieve management or the governing body of their responsibilities. Management's responsibilities, with oversight from the governing body, include:

- Selecting and applying appropriate administrative and accounting policies.
- Establishing and maintaining effective internal controls over financial reporting, compliance, and safeguarding of public resources.
- Designing and following effective controls to prevent and detect fraud, theft, and loss.
- Promptly reporting to us knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others, in accordance with RCW 43.09.185.
- Ensuring compliance with laws, regulations and provisions of contracts and grant agreements.
- Preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP).
- Preparing the following supplementary information:
    - Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) that includes all expenditures from federal agencies and pass-through agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative

agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance in accordance with Uniform Guidance 2 CFR § 200.510 requirements

- Including the auditor's report on the supplementary information in any document that both contains the supplementary information and indicates that the auditor reported on the supplementary information.
- Either presenting the supplementary information with the audited financial statements or, if the supplementary information will not be presented, making the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information and auditor's report thereon are issued.

Responsibilities at the conclusion of the audit

At the conclusion of our audit, the City will provide us with a letter to confirm in writing certain express and implied representations made during the course of the audit. This letter includes representations regarding legal matters. A separate letter may be needed from the City's legal counsel.

Management and the governing body are also responsible for following up and taking corrective action on all audit findings, including, when applicable, preparing a summary schedule of prior audit findings and a corrective action plan on the City's own letterhead.

Estimated Audit Costs and Timeline

We estimate the cost of the audit work to be $88,500, and other expenses, if any. Invoices for these services will be prepared and presented each month as our audit work progresses.

We anticipate our reports will be published on our website **www.sao.wa.gov** and be available to you and the public as outlined below. These estimates are based on timely access to financial information and no significant audit reporting issues. The estimated cost and completion date may change if unforeseen issues arise or if significant audit issues are identified necessitating additional audit work. We will promptly notify you if this is the case.

Report	**Date***
Independent Auditor's Report on Financial Statements	September 2023
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	September 2023
Independent Auditor's Report on Accountability	September 2023

**Report Issuance Dates Are Estimates Only*

The audit documentation for this engagement, which may contain confidential or sensitive information, is the property of SAO and constitutes a public record under Chapter 42.56 RCW. Subject to applicable laws and regulations, appropriate individuals, as well as audit documentation, will be made available upon request and in a timely manner to appropriate auditors and reviewers, City's management and governing body, and federal agencies, for purposes of a public records request, a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities.

The audit documentation for this engagement will be retained for a minimum of five years after the report release (publish) date in accordance with the public records retention schedule established by the Washington Secretary of State.

Expected Communications

During the course of the audit, we will communicate with the City's selected audit liaison, Shelly Carter, Assistant Finance Director, on the audit status, any significant changes in our planned audit scope or schedule and preliminary results or recommendations as they are developed. The audit liaison is responsible for regularly updating management and the governing body on these matters. We may also provide direct communication of these matters to management and the governing body as needed or upon request.

Please contact us if any events or concerns come to your attention of which we should be aware. We will expect the audit liaison to keep us informed of any such matters.

Audit Dispute Process

Please contact the Audit Manager or Assistant Director to discuss any unresolved disagreements or concerns you have during the performance of our audit. At the conclusion of the audit, we will summarize the results at the exit conference. We will also discuss any significant difficulties or disagreements encountered during the audit and their resolution.

By signing and returning this letter, you acknowledge that the foregoing is in accordance with your understanding. Please contact us with any questions.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,

Lisa Carrell 8/31/23

Lisa Carrell, CPA, Program Manager *Date*
Office of the Washington State Auditor

City Response:

This letter correctly sets forth our understanding.

Debbie Sullivan, Mayor *Date*

Shelly Carter, Assistant Finance Director *Date*

TO: City Council

FROM: Troy Niemeyer, Finance Director

DATE: September 19, 2023

SUBJECT: Audit Examination Engagement Letter with the State Auditor's Office

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1) Recommended Action:

Authorize the Mayor to sign the attached Audit Examination Engagement Letter (Attachment "A") between the City and the State Auditor's Office.

---

2) Background:

The City receives annual audits from the State Auditor's Office (SAO). These audits are required by state law. The audit examination covered with this engagement letter is for audit examination procedures of our ARPA funds.

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3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

---

4) Alternatives:

- ❑ Do not authorize the Mayor to sign the agreement. However, these audits are required by state law.

---

5) Fiscal Notes:

The cost of the audit examination in this engagement letter is $7,700. The estimated cost is included in the biennial budget.

---

6) Attachments:

A. Audit Examination Engagement Letter with the State Auditor's Office.

Attachment A

Office of the Washington State Auditor
Pat McCarthy

August 25, 2023

City Council and Mayor
City of Tumwater
555 Israel Rd SW
Tumwater, WA 98512

We are pleased to confirm the compliance examination to be performed by the Office of the Washington State Auditor, in accordance with the provisions of the 2022 OMB Compliance Supplement, Part 8, Appendix VII, for the City of Tumwater. This letter confirms the nature and limitations of the examination, as well as responsibilities of the parties and other engagement terms.

Office of the Washington State Auditor Responsibilities

We will perform an examination of compliance with allowable activities and cost requirements of Coronavirus State and Local Fiscal Recovery Funds (Assistance Listing Number 21.027) as described in Title 31 *U.S. Code of Federal Regulations* Part 35 *Pandemic Relief Programs* Subpart A *Coronavirus State and Local Fiscal Recovery Funds* published by the Department of the Treasury. Our examination will be conducted with the objective of expressing an opinion on the City's compliance with these requirements applicable to expenditures of federal financial assistance during the period January 1, 2022 ending December 31, 2022.

We will perform our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our procedures include examining on a test basis, evidence about compliance and performing such other procedures as we consider necessary in the circumstances. Our examination is designed to provide reasonable assurance about whether the City complied in all material respects with the applicable requirements. Our examination does not provide a legal determination on compliance.

An examination involves performing procedures to obtain evidence about compliance with the applicable requirements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material noncompliance, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to compliance in order to design procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we will express no such opinion.

Although our examination is not designed to provide an opinion on the effectiveness of internal control over compliance, our responsibility includes communicating any significant deficiencies or material weaknesses in internal controls over compliance, and instances of fraud or noncompliance with laws, regulations, contracts or grant agreements that come to our attention while conducting the examination.

Data Security

Insurance Building, P.O. Box 40021 • Olympia, Washington 98504-0021 • (564) 999-0950 • Pat.McCarthy@sao.wa.gov

Our Office is committed to appropriately safeguarding the information we obtain during the course of this examination. We have entered into a data sharing agreement with the City to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, Chapter 42.56 RCW and OCIO Standard 141.10) in the handling of information considered confidential.

Reporting levels for audit issues

Issues identified through the examination process will be communicated as follows. Failure to appropriately address issues may result in escalated reporting levels.

- **Findings** formally address issues in an examination report. Findings report significant deficiencies and material weaknesses in internal controls; misappropriation; and non-compliance with laws, regulations or contracts or grant agreements. You will be given the opportunity to respond to a finding, and this response, or a synopsis of it, will be published in our report. The Uniform Guidance defines the issues we must report as findings with regard to non-compliance and internal controls over compliance with federal grants.
- **Management letters** communicate control deficiencies or non-compliance with a less-than-material effect on compliance. Management letters are referenced, but not included, in our report.
- **Exit items** address control deficiencies or non-compliance with laws or regulations that have an insignificant or immaterial effect on compliance. These issues are informally communicated to management.

Client's Responsibilities

Management is responsible for compliance with federal requirements related to expenditures of Coronavirus State and Local Fiscal Recovery Funds. Management is also responsible for the accuracy and completeness of information provided to the auditor and will provide the Office of the Washington State Auditor with:

- The City's final written assertions on compliance for examination.
- Unrestricted access to people with whom the auditors wish to speak.
- All information that is requested or relevant to auditor requests.
- Notification when any documents, records, files, or data contain information that is covered by confidentiality or privacy laws.
- Adequate workspace and conditions, if on-site work is necessary, including interacting with auditors professionally and respectfully and promptly communicating about any issues and concerns.

Moreover, our examination does not relieve management or the governing body of their responsibilities. Management's responsibilities, with oversight from the governing body, include:

- Preparing the Schedule of Expenditures of Federal Awards in accordance with Uniform Guidance 2 CFR § 200.510 requirements
- Identifying all federal awards received.
- Selecting and applying appropriate policies to administer and report compliance.
- Understanding and complying with the provisions of laws, regulations, contracts, and grant agreements, including applicable program compliance requirements.
- Establishing and maintaining internal control over compliance, including establishing and maintaining effective controls that provide reasonable assurance that the City administers government programs in compliance with the compliance requirements.
- Designing and following effective controls to prevent and detect fraud, theft, and loss.
- Evaluating and monitoring compliance with federal award requirements.
- Ensuring compliance with laws, regulations and provisions of contracts.
- Maintaining documentation supporting its compliance with federal requirements applicable to expenditures of Coronavirus State and Local Fiscal Recovery Funds.

- Promptly reporting to us knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others, in accordance with RCW 43.09.185.
- Informing us of the City's relationships with significant vendors who are responsible for program compliance.
- Submitting the reporting package and data collection form through the Federal Audit Clearinghouse.

Client Assertion regarding Compliance
As part of commencing the engagement, the City of Tumwater asserts that it has complied with all applicable requirements related to allowable activities and costs for expenditures of Coronavirus State and Local Fiscal Recovery Funds (ALN 21.027) for the period January 1, 2022 through December 31, 2022.

Responsibilities at the conclusion of the examination
At the conclusion of our examination, the City will provide us with a letter to confirm in writing certain express and implied representations made during the course of the engagement.

Management and the governing body are also responsible for following up and taking corrective action on all examination findings, including, when applicable, preparing a summary schedule of prior examination findings and a corrective action plan on the City's own letterhead.

Estimated Engagement Cost and Timeline
We estimate the cost of the examination work to be $7,700. Our estimate is based on timely access to supporting information with no significant examination issues encountered. Invoices for these services will be prepared and presented each month as our work progresses. We plan to perform our examination remotely to limit travel costs, when appropriate. Travel costs will be charged in addition to the examination cost, should travel become necessary. We are providing these preliminary estimates as a budgeting tool and not a guarantee of final cost.

We anticipate our reports will be published on our website www.sao.wa.gov and will be available to you and the public as outlined below. These estimates are based on timely access to financial information and no significant audit reporting issues. The estimated cost and completion date may change if unforeseen issues arise or if significant audit issues are identified necessitating additional audit work. We will promptly notify you if this is the case.

Report	Date*
Independent Accountant's Report on Compliance	September 2023

**Report Issuance Dates Are Estimates Only*

The examination documentation for this engagement, which may contain confidential or sensitive information, is the property of SAO and constitutes a public record under Chapter 42.56 RCW. Subject to applicable laws and regulations, appropriate individuals, as well as examination documentation, will be made available upon request and in a timely manner to appropriate auditors and reviewers, the City's management and governing body, and federal agencies, for purposes of a public records request, a quality review of the examination, to resolve examination findings, or to carry out oversight responsibilities.

The examination documentation for this engagement will be retained for a minimum of five years after the report release (publish) date in accordance with the public records retention schedule established by the Washington Secretary of State.

Expected Communications

During the course of the examination, we will communicate with the City's selected liaison, Shelly Carter, Assistant Finance Director, on the engagement status, any significant changes in our planned audit scope or schedule and preliminary results or recommendations as they are developed. The audit liaison is responsible for regularly updating management and the governing body on these matters. We may also provide direct communication of these matters to management and the governing body as needed or upon request.

Please contact us if any events or concerns come to your attention of which we should be aware. We will expect the liaison to keep us informed of any such matters.

Audit Dispute Process

Please contact the Program Manager or Assistant Director to discuss any unresolved disagreements or concerns you have during the performance of our engagement. At the conclusion of the examination, we will summarize the results at the exit conference. We will also discuss any significant difficulties or disagreements encountered during the examination and their resolution.

By signing and returning this letter, you acknowledge that the foregoing is in accordance with your understanding. Please contact us with any questions.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,

Lisa Carrell 8/25/23

Lisa Carrell, CPA, Program Manager *Date*
Office of the Washington State Auditor

City Response:

This letter correctly sets forth our understanding.

Debbie Sullivan, Mayor *Date*

Shelly Carter, Assistant Finance Director *Date*

TO: City Council

FROM: Lisa Parks, City Administrator

DATE: September 19, 2023

SUBJECT: Employment Contract for Administrative Services Director

---

1) Recommended Action:

Authorize the signing of an employment agreement with Michelle Sutherland to be the City's Administrative Services Director

---

2) Background:

The City currently has an opening for a permanent Administrative Services Director who provides oversight to human resources and the city clerk's office. We have updated the Class Specifications, advertised this opening and interviewed a pool of applicants with diverse backgrounds. From the candidates, the City has completed negotiations with Michelle Sutherland and the Mayor and the City Administrator are recommending the attached agreement.

Ms. Sutherland has a Bachelor's Degree in Psychology/Business Administration, and is currently working on a Master's Degree in Management and Leadership from Western Governors University. She has most recently served as the Administrative Services Director for the City of Shelton, responsible for planning, organizing and directing the City's human resources, risk management, payroll, budget and information technology divisions. Ms. Sutherland's background includes extensive experience in strategic planning and leadership, with a broad background in government administration, human resources, recruitment, labor relations, risk management, safety, budget, information technology, and diversity, equity, and inclusion. She has expressed a sincere commitment to creating positive work environments, fostering employee development, inspiring staff, and implementing innovative and creative human resource strategies that align with the organizational mission, values, and goals.

---

3) Policy Support:

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

---

4) Alternatives:

- ❑ Do not approve this agreement.

---

5) Fiscal Notes:

The compensation proposed in the contract is sufficiently covered in the City Budget. The

salary is within the range for the position.

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6) Attachments:

A. Employment Agreement with Michelle Sutherland

A

EMPLOYMENT AGREEMENT

Michelle Sutherland – Administrative Services Director

THIS AGREEMENT is entered into as of the___ day of September 2023, by and between the CITY OF TUMWATER, a non-charter optional municipal code city, hereinafter referred to as "City", and Michele Sutherland, hereinafter referred to as "Employee". For the mutual benefits to be derived, City and Employee hereby agree as follows:

WHEREAS, the City desires to employ the services of the Employee as the Administrative Services Director for the City of Tumwater, as provided by Tumwater Municipal Code (TMC) 2.10.100 and the Revised Code of Washington 35A.12.020, and as hereafter amended, respectively; and

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

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

WHEREAS, the Employee desires to accept employment as the Administrative Services Director for the City of Tumwater, Washington;

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

Section 1. Commencement of Employment. The City hereby agrees to employ Employee as the Administrative Services Director, and Employee hereby agrees to accept employment in accordance with the terms and provisions of this Agreement hereinafter set forth. Employee agrees to commence employment with the City on October 2, 2023.

Section 2. Duties. Employee shall perform all duties of the Administrative Services Director as set forth in the job description (attachment "A"), the City's Personnel/Operating Policies, and other duties as may be assigned from time to time by the City Administrator or Mayor.

Section 3. Term. Although employment is "at will" and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of Employee at any time for just cause, it is the intent of both parties that the initial term of this Agreement be three (3) years. This Agreement shall be effective as specified herein upon signature by the Mayor and shall continue until terminated as provided by law or by provisions of this Agreement. After the initial term of the Agreement, the Employee and the City agree to have the option to renegotiate the terms and conditions of this Agreement; however, if neither party exercises that option, the terms and conditions of this Agreement shall remain in effect.

Section 4. Separation.

A. Employment is "at will", and this Agreement is for an indefinite term of employment, with no guaranteed tenure.

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

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

1. If Employee has been permanently disabled or is otherwise unable to perform their duties because of illness, accident, injury, mental incapacity or health or other disability and is unable to perform their normal duties for a four (4) month period (unless a longer time period is otherwise agreed to by the Mayor) provided; however, this provision shall not be construed to obligate the CITY to compensate Employee during any period of incapacity beyond accumulated sick leave and vacation time, per the City of Tumwater Policy Manual. In the event of disability or inability to perform under this section the provision of 4(D) shall not apply.

2. By the Employee upon thirty (30) days advance written notice to the City. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their position, subject only to the provisions set forth in this Agreement. In the event of a resignation under this subsection, the provisions of 4(D) shall not apply.

3. Immediately by City for cause. For purposes of this subparagraph, "cause" means Employee's conviction of any criminal act, or the occurrence of any of the events as set forth in City of Tumwater Policy Manual, Personnel Policy Section 4.07.01(1). In the event of termination for cause, the provision of Section 4(D) shall not apply.

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

D. In the event Employee is terminated by the Mayor pursuant to the provisions of 4(C)(4) of this Agreement, City shall at its option, maintain Employee's employment status for three (3) months or, alternatively, immediately relieve Employee of duty and pay Employee a lump sum cash payment equal to three (3) months' pay. The City agrees to pay Employee any unused sick leave and vacation leave consistent with City policy. Employee agrees to immediately return to City all the City's property of any kind which may be in Employee's possession.

Section 5. Salary – Performance Review. The starting salary for Employee shall be a monthly salary of Eleven Thousand Nine Hundred and Four Dollars ($11,904.00) (Grade 80, Step 4), which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. Employee shall be entitled to receive annual cost-of-living increases based on the percentage of increase provided to other exempt employees. Employee's performance evaluation will be conducted jointly by the Employee and City Administrator or Mayor, at least annually and more frequently if required by the City Administrator or Mayor, or if requested by Employee. Employee will be eligible for annual step increases (if the salary range for the Employee's position would allow) on the Employee's anniversary date upon the completion of a satisfactory performance evaluation.

Section 6. Hours of Work. Employee's work schedule shall be a minimum of forty (40) hours per week. Employee is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. Employee's schedule of work each day and week shall vary in accordance with the work required to be performed including such time as may be necessary outside normal office hours. Therefore, Employee will be allowed administrative leave during normal hours subject to approval by the City Administrator or Mayor.

Section 7. Benefits. The following benefits shall be provided to Employee:

A. Sick Leave. Employee shall start with forty (40) hours of banked sick leave. Employee shall be provided one (1) day of sick leave per month as provided for employees of the City in accordance with the Policy Manual and all other related documents.

B. Holidays. Employee shall be entitled to take such paid holidays as are established by the City for exempt employees (currently twelve (12) days) as identified within the City's Personnel Policy.

C. Vacation. Employee shall start with eighty (80) hours of banked vacation leave. Upon employment, Employee shall accrue vacation leave at a rate of twelve (12) hours per month and increase according to City policy.

D. Medical Benefits. The Employee will receive medical benefits as provided for employees of the City as provided in accordance with the Policy manual.

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

F. Work Related Expenses. Employee shall be reimbursed for work-related expenses the same as other employees as provided by the City's Personnel/Operating Policies. City shall provide and pay for a cell phone and a laptop computer for business use only.

G. Professional Development. The City agrees to pay the expenses of Employee attending professional association meetings and conferences subject to scheduling and approval by the City Administrator or Mayor and to the extent budget funds are approved by the City Council, including such meetings and conferences necessary to maintain professional certifications. The City further agrees to pay annual dues necessary to maintain professional certifications/licenses.

Section 8. Professional Liability. City agrees to defend, hold harmless, and indemnify Employee from all demands, claims, suits, acts, errors, or other omissions in legal proceedings brought against Employee in Employee's individual capacity, or in Employee's official capacity, provided the incident arose while Employee was acting within the scope of Employee's employment. This indemnity and hold harmless agreement shall not apply to any dishonest, fraudulent, criminal or malicious act of the Employee or to any act of the Employee which is not performed on behalf of the City or which is outside the scope of Employee's service or employment with the City. This promise to indemnify includes the reasonable costs of defense by counsel of the City's choosing. In the event that the City Council of the City of Tumwater adopts an indemnification ordinance of general application for City officers and employees, this provision shall be void and the ordinance shall control.

Section 9. General Provisions.

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

B. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties; provided, however, that nothing herein shall be interpreted to limit or prohibit the City from adopting personnel rules and policies and otherwise establishing standards for the Employee's performance. In the event of conflict between such rules and this Agreement, this Agreement shall control except as provided in Section 8 above.

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

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

1. City of Tumwater
   Mayor's or City Administrator's Office
   555 Israel Road SW
   Tumwater, WA 98501

2. Michelle Sutherland
   1752 Skyline Ridge Lane SW
   Tumwater, WA 98512

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

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

CITY OF TUMWATER	EMPLOYEE
_____	_____
Debbie Sullivan, Mayor	Michelle Sutherland
Attest:	Approved as to form:
_____	_____
Melody Valiant, City Clerk	Karen Kirkpatrick, City Attorney

TO: City Council

FROM: Alyssa Jones Wood, Sustainability Coordinator

DATE: September 19, 2023

SUBJECT: Interlocal Agreement with Thurston County, Cities of Olympia and Lacey for implementation of the Thurston Climate Mitigation Plan

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1) Recommended Action:

Approve and authorize the Mayor to sign the Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, and City of Tumwater to support regionally coordinated implementation of the Thurston Climate Mitigation Plan.

---

2) Background:

The Thurston Climate Mitigation Plan (TCMP) was accepted by the City Council via Resolution R2021-001 on January 19, 2021. When the TCMP was first accepted, the implementation strategy and Interlocal Agreement (ILA) were designed with the assumption that there would be limited staff capacity to implement the Plan. However, each of the four jurisdiction parties has now hired dedicated sustainability/climate staff. Additionally, the Thurston Regional Planning Council (TRPC) is no longer a party to the ILA, as elements of the administrative program have changed and are generally outside of TRPC's focus areas.

This new ILA seeks to recalibrate the regional agreement and work to be reflective of the current situation and capacity. This ILA is intended to replace the previous ILA signed by Mayor Sullivan on February 17, 2022. This ILA was recommended by the Executive Committee (previously called the Climate Action Steering Committee) at their July 24, 2023 meeting to be brought to each jurisdiction party for approval.

---

3) Policy Support:

2023-2024 Strategic Priority: Be a Leader in Environmental Sustainability.

- Continue to update and advance the Climate Action Plan.

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4) Alternatives:

❑ Recommend revisions to the Interlocal Agreement or decline to participate.

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5) Fiscal Notes:

The proposed 15-month (October 2023 – December 2024) budget for the administrative tasks, Greenhouse Gas inventory, and new website development is $47,500. Additional funding will be requested later for regional priority action implementation and potential Plan updates.

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6) Attachments:

A. Interlocal Agreement

A

Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, and City of Tumwater to Support Regionally Coordinated Implementation of the Thurston Climate Mitigation Plan

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lacey, a Washington municipal corporation ("Lacey"); the City of Olympia, a Washington municipal corporation ("Olympia"); the City of Tumwater, a Washington municipal corporation ("Tumwater"); and, Thurston County, a Washington municipal corporation ("County"), collectively referred to herein as "the Parties" and individually as "Party."

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, populations, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract is authorized by the governing body of each Party to the contract and sets forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, the Parties understand that human activities, especially combustion of fossil fuels, are leading to increased levels of carbon dioxide and other greenhouse gases in the atmosphere that are altering the climate, resulting in such impacts as reduced snowpack, ocean acidification, sea level rise, increased flooding, summer droughts, loss of habitat, and increased wildfires; and

WHEREAS, these environmental impacts of climate change create economic and public health impacts, and disproportionately impact the most vulnerable and marginalized populations, and the Parties are greatly concerned over all these impacts on the Thurston County region and their respective communities; and

WHEREAS, the Parties have each adopted a resolution with a common emissions baseline and targets to reduce communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050; and

WHEREAS, in 2021, the Parties each adopted a resolution accepting the Thurston Climate Mitigation Plan (2020) as a framework to guide future action addressing local sources of greenhouse gas emissions that contribute to global climate change; and

WHEREAS, the Parties believe that regionally coordinated implementation of the Thurston Climate Mitigation Plan is essential to the most efficient and effective deployment of the plan's actions; and

WHEREAS, representatives from the Parties met over the course of 2022 and 2023 to develop a set of expectations for regionally coordinated implementation of the Thurston Climate Mitigation Plan**;**

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

I. Purpose

The purpose of this Agreement is to establish a framework for ongoing, regionally coordinated implementation of the Thurston Climate Mitigation Plan ("TCMP") and achieve the following goals:

- Maintain momentum for local climate action.
- Develop efficient regional solutions for reducing sources of greenhouse gases in ways that support all partner jurisdictions.
- Provide accountability on progress toward achieving regional climate targets.
- Build public awareness of climate mitigation activities across the region.

The Agreement defines a collaborative framework for implementing the TCMP that is led by individual jurisdictions (the Parties) and supported by an Executive Committee of elected officials, a multi-jurisdictional Staff Team, and a Community Advisory Workgroup. The Agreement also outlines processes for ongoing implementation of the TCMP, including an annual climate mitigation retreat; regular updates to the TCMP; development of a greenhouse gas inventory; and administrative support.

II. Thurston Climate Mitigation Collaborative

The Thurston Climate Mitigation Collaborative (Collaborative) is a consortium of local government partners working together to significantly reduce regional greenhouse gas emissions and achieve mutually adopted communitywide emissions reduction goals. The Collaborative provides a mechanism through which the Parties can learn, explore, collaborate, incubate, coordinate, and communicate policies and best practices that the Parties can decide to advance collectively or singularly. The Collaborative is made up of Jurisdiction Parties, an Executive Committee, a Staff Team, and a Community Advisory Workgroup.

III. Roles

i. **Jurisdiction Parties.** Implementation of all actions included in the TCMP is led by individual Jurisdiction Parties. Each Party has the authority to act on any actions in the TCMP, and decides individually what strategies and actions to implement, including actions in the TCMP and/or other climate-related actions. The Parties allocate appropriate staff and resources according to their own priorities and on their own timelines. Jurisdictions may develop annual Jurisdiction Work Programs to communicate regionally on planned climate mitigation activities.

ii. **Executive Committee.** The Executive Committee consists of an appointed elected official and alternate from each of the Parties. The Executive Committee meets quarterly to share information on local climate mitigation activities, review progress toward achieving emissions targets, and build partnerships to support the regional implementation of the TCMP.

iii. **Staff Team.** The Staff Team consists of staff representatives from each of the Parties. The Staff Team meets regularly to share information on the climate mitigation activities of individual jurisdictions and actively facilitate cross-jurisdictional coordination on TCMP implementation.

iv. **Community Advisory Workgroup ("CAW").** The CAW consists of up to 15 interested stakeholders, appointed by the Staff Team, representing a variety of perspectives on climate mitigation actions. The CAW meets regularly (up to 12 times a year) to provide community perspectives and feedback on implementation topics decided by the Staff Team and CAW.

Detail on roles and responsibilities are outlined in the TCMP Regional Implementation Guidance document included as Exhibit A.

IV. Scope of Agreement

i. Thurston Climate Mitigation Plan Implementation. The Staff Team and Executive Committee will work together to coordinate on regional climate mitigation action to the extent that joint action is deemed possible and beneficial. Two or more Parties may work jointly on projects to implement the strategies and actions identified in the Thurston Climate Mitigation Plan. Any request for funding to implement joint projects will require approval by the respective Parties. Implementation of projects funded by two or more Parties may require a separate agreement.

ii. Annual Climate Mitigation Retreat. The Staff Team, CAW, and Executive Committee will come together in an Annual Retreat that will serve as a strategic planning session to have deep and meaningful discussions on climate mitigation progress and needs, with an emphasis on strategies that would most benefit from regional coordination. The Annual Retreat will be planned by the Staff Team and hosted by individual Jurisdiction Parties, rotating on an annual basis in the following order: Lacey, Olympia, Tumwater, and Thurston County. The Jurisdiction Party hosting the retreat will be responsible for any costs associated with planning or facilitation of the Retreat.

iii. Thurston Climate Mitigation Plan Updates. The TCMP will be re-evaluated and updated, as needed, based on the best available science, monitoring data, and new or evolving conditions. Plan updates will be recommended by the Staff Team and CAW, approved by the Executive Committee, and forwarded to the Parties for adoption. The Staff Team will recommend minor administrative plan updates every other year, beginning in 2024, with a complete plan review and update every six years, beginning in 2028. Each Party will contribute equally to the costs of updating the plan. This equal contribution will be based on the approved budget.

iv. Greenhouse Gas Inventory. The Collaborative will conduct a countywide Greenhouse Gas Inventory at least every three years to quantify emissions and track progress toward meeting TCMP emission targets. Each Party will contribute equally

to the costs of the Greenhouse Gas Inventory. This equal contribution will be based on the approved budget.

Thurston County will be responsible for administrative tasks associated with the development of the Greenhouse Gas Inventory, including maintaining software subscriptions, and coordinating data collection and analysis.

Thurston County will also be responsible for procuring and managing third-party contractors to support the Greenhouse Gas Inventory, which may include developing requests for proposals and/or qualifications, developing scopes of work and contracts, managing consultant deliverables, and other related tasks.

v. **Administrative Support**. The Parties will cooperatively fund a third-party partner to provide annual Administrative Support services for the Collaborative, which may include, but not be limited to, the following:

a. Coordinating and facilitating the Executive Committee and Community Advisory Workgroup.
b. Producing an Annual Climate Mitigation Progress Report.
c. Hosting and maintaining a website for the Thurston Climate Mitigation Collaborative.

Each party will contribute equally to the costs of the Administrative Support services. This equal share will be based on the approved budget.

The City of Lacey will be responsible for procuring and managing third-party contractors to provide Administrative Support services, which may include developing requests for proposals and/or qualifications, developing scopes of work and contracts, managing deliverables, and other related tasks.

V. **<u>Funding and In-kind Commitment</u>**

i. **Base Funding.** Each Party shall contribute an equal share of funds sufficient for the execution of Greenhouse Gas Inventory, Administrative Support, and future Thurston Climate Mitigation Plan updates. This equal share will be based on the approved budget.

A 15-month budget for execution of the Greenhouse Gas Inventory and Administrative Support for October 2023 - December 2024 is included in Exhibit B.

In subsequent even-numbered years, the Staff Team will provide a proposed biennial budget for review by the Parties, by no later than June 1, for the subsequent two calendar years. For the purposes of this Agreement, the approval and adoption of the respective annual budgets by the Parties will serve as the commitment to fund each Party's share of the Agreement for the subsequent two years.

Based on the approved Greenhouse Gas Inventory costs, Thurston County shall issue invoices at least biannually specifying each Party's share of actual expenses. Invoices must be paid within thirty (30) days.

Based on the approved Administrative Support costs, the City of Lacey shall issue invoices annually specifying each Party's share of actual expenses. Invoices must be paid within thirty (30) days.

ii. **In-kind Commitment.** Each Jurisdiction Party shall allocate in-kind staff time to implement this Agreement. In-kind staff support includes, but is not limited to:

a. Staff participation in the Staff Team.
b. Elected official participation in the Executive Committee.
c. Completion of annual progress reporting and review of annual report.
d. Support from jurisdictional staff with specific expertise (i.e., planning, transportation, water resources, etc.).

iii. **Future Appropriations.** The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party are contingent upon the appropriation of funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made, the Agreement shall terminate as to that Party, and the Party shall provide notice of termination per Section IX within thirty (30) calendar days of its budget adoption.

VI. <u>Indemnification and Insurance</u>

Each Party shall defend, indemnify, and hold the other parties, their officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, arising out of or in connection with the indemnifying Party's performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party's officers, officials, and employees.

Each Party shall maintain liability insurance; this may be fulfilled by a Party's membership and coverage in Washington Cities Insurance Authority (WCIA), a self-insured municipal insurance pool.

VII. <u>No Separate Legal Entity Created; No Real or Personal Property to be Acquired or Held</u>

This Agreement creates no separate legal entity. No real or personal property will be acquired or held as part of carrying out this Agreement. To the extent any Party furnishes property for purposes of carrying out this Agreement, such property must be returned to that Party upon termination of this Agreement, or upon that Party's withdrawal from this Agreement.

VIII. <u>Duration of Agreement</u>

This Agreement is effective on the date of the last authorized signature, and terminates on December 31, 2030, unless earlier terminated as provided in Section IX, below. The Parties may choose to renew this Agreement for additional periods.

This Interlocal Agreement, once fully executed, replaces and terminates the previous Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, City of

Tumwater, and the Thurston Regional Planning Council for the implementation of the Thurston Climate Mitigation Plan.

IX. Amendment or Termination of Agreement

This Agreement may be amended or terminated upon mutual agreement of the Parties. The Parties may amend this Agreement to allow other entities to participate in Thurston Climate Mitigation Plan implementation. As a prerequisite for joining the Agreement, new parties must adopt the Collaborative's common emissions-reduction targets and prepare a climate mitigation implementation strategy for that entity that is consistent with the Thurston Climate Mitigation Plan. Each new jurisdiction joining this Agreement is responsible for an equal share of the costs of this Agreement, beginning from the date of that jurisdiction's joining.

A Party may withdraw from this Agreement upon 60 days written notice to the remaining Parties, and there is no reimbursement to the withdrawing Party upon withdrawal. This Agreement automatically terminates when only one Party remains.

X. Interpretation and Venue

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of any provision of this Agreement, or for any lawsuit arising out of or relating to this Agreement, is the Superior Court of Thurston County.

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes any and all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

XII. Recording

Prior to its entry into force, Thurston County shall file this Agreement with the Thurston County Auditor's Office.

XIII. Counterparts

This Agreement may be executed in counterparts, and all such counterparts once so executed together must be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, must be deemed a complete original, binding on the parties. A faxed or email copy of an original signature must be deemed to have the same force and effect as the original signature.

XIV. Rights

This Agreement is between the signatory Parties only and does not create any third-party rights.

XV. Notice

Any notice required under this Agreement must be to the party at the address listed below and it becomes effective five business days following the date of deposit with the United States Postal Service.

THURSTON COUNTY
Attn: Rebecca Harvey, Climate Mitigation Senior Program Manager
Re: Thurston Climate Mitigation Collaborative
3000 Pacific Avenue SE
Olympia, WA 98501

CITY OF OLYMPIA
Attn: Pamela Braff, Director of Climate Programs
Re: Thurston Climate Mitigation Collaborative
P.O. Box 1967
Olympia, WA 98507-1967

CITY OF LACEY
Attn: Rick Walk, City Manager
Re: Thurston Climate Mitigation Collaborative
420 College Street SE
Lacey, WA 98503

CITY OF TUMWATER
Attn: Dan Smith, Water Resources & Sustainability Director
Re: Thurston Climate Mitigation Collaborative
555 Israel Road SW
Tumwater, WA 98501

[Signatures are affixed to next page.]

This Agreement is hereby entered into between the Parties and is effective as of the date of the last authorized signature affixed hereto.

GOVERNMENT AGENCY EXECUTIVE	**APPROVED AS TO FORM**
CITY OF LACEY 420 College Street SE Lacey, WA 98503 _____ **Rick Walk,** **City Manager** **Date**	**CITY OF LACEY** 420 College Street SE Lacey, WA 98503 _____ **David Schneider, City Attorney** **Date**
CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501 _____ **Steven J. (Jay) Burney, City Manager** **Date**	**CITY OF OLYMPIA** 601 4th Ave East Olympia, WA 98501 _____ **Mark Barber,** **City Attorney** **Date**
CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501 _____ **Debbie Sullivan,** **Mayor** **Date**	**CITY OF TUMWATER** 555 Israel Road SW Tumwater, WA 98501 _____ **Karen Kirkpatrick,** **City Attorney** **Date**
THURSTON COUNTY 3000 Pacific Avenue SE Olympia, WA 98501 _____ **Ramiro Chavez,** **County Manager** **Date**	**THURSTON COUNTY** 3000 Pacific Avenue SE Olympia, WA 98501 _____ **Jon Tunheim,** **Prosecuting Attorney** **Date**