

BUDGET & FINANCE COMMITTEE MEETING AGENDA

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

> Friday, August 22, 2025 12:00 PM

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Minutes: Budget & Finance Committee, July 25, 2025
- 4. Monthly Financial Update (Finance Department)
- <u>5.</u> Intergovernmental Cooperative Purchasing Agreement National Purchasing Partners (Finance Department)
- 6. Additional Items
- 7. Adjourn

Meeting Information

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

Watch Online

https://us02web.zoom.us/j/85837221110?pwd=MwZHOmYjMj4nXFERxv2H6VFvweNGwl.1

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 858 3722 1110 and Passcode 828804.

Public Comment

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

Post Meeting

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator

directly, call (360) 754-4129 or email <u>ADACoordinator@ci.tumwater.wa.us</u>. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

MEETING MINUTES

TUMWATER BUDGET & FINANCE COMMITTEE
July 25, 2025



CONVENE: 12:00 p.m.

PRESENT: Mayor/Chair Debbie Sullivan, and Councilmembers Eileen

Swarthout and Peter Agabi

Excused: Councilmember Michael Althauser

Staff: City Administrator Lisa Parks, Assistant City Administrator Kelly Adams, Finance Director Troy Niemeyer, Senior Accountant Nissa Musselman, City Attorney Karen Kirkpatrick, and Executive

Assistant Brittaney McClanahan.

APPROVAL OF MINUTES:

Councilmember Swarthout moved, seconded by Councilmember Agabi, to approve the minutes of June 13,

2025 as presented. A voice vote approved the motion.

YEAR TO DATE BUDGET UPDATE:

Director Niemeyer gave a budget update regarding:

- Sales tax
- Public safety sales tax
- B&O tax
- General fund revenues & expenditures
- Water and sewer revenues & expenditures
- Storm and golf revenues & expenditures

Additionally, Director Niemeyer provided updates regarding the general economy, highlighting both positive improvements and potential risks. He also let the committee know an audit from the State Auditor's Office will begin August 1st and is expected to cost \$80,000.

Mayor Sullivan mentioned having a future discussion regarding adjusting the Budget and Finance Committee meeting schedule.

CONTRACT USAGE WITH DEPARTMENT OF ENTERPRISE SERVICES FOR GOOD/SERVICES: Director Niemeyer discussed an updated agreement with the Department of Enterprise Services (DES). This is an updated version of the Interlocal Agreement that allows the City to utilize the state contracting process.

MOTION:

Councilmember **Swarthout** moved. seconded bv Councilmember Agabi, to place the Contract Usage DES Agreement with Procurement Solutions for Goods/Services on the August 19, 2025, City Council Consent Calendar with a recommendation to approve and authorize A voice vote approved the motion the Mayor to sign. unanimously.

ORDINANCE 02025-012, CREATING A COMMUNICATIONS DEPARTMENT: Administrator Parks explained that the proposed ordinance is intended to acknowledge and address the City's growing and evolving needs related to communications and community outreach. The ordinance establishes and authorizes three specific items:

- Creates the department (TMC 2.06.010)
- Creates a department director (TMC 2.10.010 and 2.10.120)
- Adds the communications department to the list of duties assigned to the City Administrator (TMC 2.10.020).

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Agabi, to place Ordinance O2025-012 Creating a Communications Department on the September 2, 2025, City Council Considerations Calendar with a recommendation to adopt the Ordinance. A voice vote approved the motion unanimously.

ADJOURNMENT:

With there being no further business, Chair Sullivan adjourned the meeting at 12:41p.m.

Prepared by Brittaney McClanahan, Executive Assistant

TO: FROM DATE: SUBJE		Budget and Finance Committee Troy Niemeyer, Finance Director August 22, 2025 Monthly Financial Update
1)		mmended Action: tem is informational only.
2)		ground: will provide regular budget-to-actual reports.
3)		v Support: cally responsible and develop sustainable financial strategies.
4)	Altern	aatives: a
5)	Fiscal	l Notes:
6)	Attach	nments:

TO: Budget & Finance Committee

FROM: Troy Niemeyer, Finance Director

DATE: August 22, 2025

SUBJECT: Intergovernmental Cooperative Purchasing Agreement – National Purchasing

Partners

1) Recommended Action:

Place the Intergovernmental Cooperative Purchasing Agreement with National Purchasing Partners (NPPGov) for goods and services on the September 2, 2025, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The City first entered into an agreement with NPPGov in 2020 but has not updated the Intergovernmental Cooperative Purchasing Agreement since then. The primary changes are staff contact information.

3) Policy Support:

Be financially responsible and develop sustainable financial strategies.

4) <u>Alternatives</u>:

Do not renew/update the agreement.

5) <u>Fiscal Notes</u>:

There is no immediate cost for this agreement. Utilizing the Intergovernmental Cooperative Purchasing Agreement can make the procurement process faster and more efficient and can save the City money by using the purchasing power of National Purchasing Partners.

6) Attachments:

A. Intergovernmental Cooperative Purchasing Agreement

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

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ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

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LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

Date: 3/26/2020

DocuSigned by:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley

Address: 1201 Court St NE #200, Salem, OR 97301

Telephone No.: 503-588-6550 Email: mculley@orcities.org

PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of The City of Tumwater ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of <u>The City of Tumwater</u> and is duly authorized to sign this Participating Agency Endorsement and Authorization.

	Date:	
BY: Debbie Sullivan	-	
ITS: Mayor		
Participating Agency Contact Information:		
Contact Person: City Clerk's Office		•
Address: 555 Israel Rd SW		
Tumwater, WA 98501	•	
Telephone No.: (360) 754-4139	•	
Email: clerksoffice@ci.tumwater.wa.us		

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