



CITY OF  
**TUMWATER**

**PUBLIC WORKS COMMITTEE  
MEETING AGENDA**

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

**Thursday, February 22, 2024  
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, January 4, 2024
- [4.](#) Interlocal Agreement with Thurston County, Cities of Lacey & Olympia for 2024 Thurston Climate Mitigation Collaborative Regional Initiatives (Alyssa Jones Wood)
- [5.](#) Grant Agreement with the WA Dept of Commerce for the City Hall Solar plus Storage Feasibility and Design Project (Alyssa Jones Wood)
- [6.](#) Grant Agreement with the WA Dept of Commerce for the Tumwater Library Solar plus Storage Feasibility and Design Project (Alyssa Jones Wood)
- [7.](#) Barnes Lake Management District (BLMD) 2024 Budget and Work Plan Review (Dan Smith)
- [8.](#) R2024-003, Amending the 2024-2029 Six-Year Transportation Improvement Program (Mary Heather Ames)
9. Additional Items
10. 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/88984580133?pwd=cUljNm9Eb0pRZTR0MFY0SWtxWnFDdz09>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 889 8458 0133 and Passcode 367271.

**Public Comment**

The public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto: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**

Audio of the meeting will be recorded and later available by request, please email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@ci.tumwater.wa.us)

**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](mailto: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](mailto:ADACoordinator@ci.tumwater.wa.us).

**TUMWATER PUBLIC WORKS COMMITTEE  
MINUTES OF VIRTUAL MEETING  
January 4, 2024 Page 1**

**CONVENE:** 8:00 a.m.

**PRESENT:** Chair Eileen Swarthout and Councilmember Michael Althausen.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Water Resources and Sustainability Director Dan Smith, Transportation and Engineering Director Brandon Hicks, Assistant Transportation and Engineering Director Mary Heather Ames, Engineering Services Manager Bill Lindauer, Water Resources Program Manager Patrick Soderberg, Communications Manager Ann Cook, and Administrative Assistant Bonnie Hale.

**APPROVAL OF  
MINUTES:  
PUBLIC WORKS  
COMMITTEE,  
DECEMBER 7, 2023:**

**MOTION:** Councilmember Althausen moved, seconded by Chair Swarthout, to approve the minutes of December 7, 2023 as presented. A voice vote approved the motion.

**SMALL WORKS  
CONTRACT WITH JA  
MORRIS  
CONSTRUCTION  
FOR THE TENANT  
IMPROVEMENTS  
FOR CITY OF  
TUMWATER OFFICE  
SPACE AT SOUTH  
PUGET SOUND  
COMMUNITY  
COLLEGE:**

Director Smith briefed members on the proposed contract for tenant improvements for City space at South Puget Sound Community College.

The proposed contract with JA Morris Construction is for tenant improvements at South Puget Sound Community to accommodate Water Resources & Sustainability Department. The project is comprised of two classrooms, two small existing offices, and a service area located between the classrooms to convert those spaces to work spaces. The classrooms currently house cabinets and large science desks. Options for reusing the cabinets and desks were analyzed and deemed not possible because of the configuration of their construction. The cabinets and desks will be removed. In some cases some other equipment will be reused when possible. Flooring will be covered with a new floor to keep costs minimal. One entrance to the area of the classrooms will be removed and replaced with a solid wall to create a lobby. The main staff entrance is the back door of the offices. Concrete improvements are included in the project to ensure a contiguous sidewalk into the entrance at the rear of the building for staff. A wall will be constructed to bisect the classroom. An area will be created for reviewing maps, conducting water quality tests, setting up for field procedures, or other tasks related to field work. Within the work space, three remote desk areas will be created to accommodate growth in staff, field staff, and visitors. A bisecting area will feature a door into a conference room to serve as a place for team meetings and any other large meeting needs. Another space will be converted to a smaller private meeting space. No changes are proposed for existing restrooms.

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**MINUTES OF VIRTUAL MEETING**  
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The college has indicated the building is not subject to any other uses at this time. Adjacent to the leased space is another large classroom, which could benefit the department's education program or training of stormwater employees. The project also includes space for an employee lunchroom and an area for copiers, office equipment, and IT servers. The site presents future opportunities to expand.

Staff is exploring flooring options with carpet in the conference spaces and office spaces consisting of a blend of three different carpets. Staff is working with Windfall Lumber in Tumwater to provide accent panels for the lobby area to accommodate department signage. The paneling is from reclaimed wood pallets from Africa, South America, and Central America. The panels will be sanded and finished. The lunchroom and other work spaces will feature linoleum using a different type of flooring to eliminate removal of existing flooring. The module flooring interlocks and will be installed on top of the existing floor consisting of recycled laminate considered an environmentally sustainable product.

Director Smith described the bidding process with the City utilizing MRSC's Small Works Roster for general contractors. On November 13, 2023, staff conducted a site visit of the project site with five contractors participating and asking questions. The bid submittal deadline was November 29, 2023. The City received two formal bids. The architect's estimate for the project was \$271,498. JA Morris Construction's bid was \$273,094 with another bid received of \$239,856. However, the low bidder was not fully responsive to the request with a number of items missing from the proposal that were necessary for the project. As JA Morris Construction was fully responsive to the request and included a statement of values consistent with the architect's estimate, the company was selected to construct the project.

Staff recommends the committee forward a recommendation to the City Council to approve and authorize the Mayor to sign a Small Works Contract with JA Morris Construction for the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College (SPSCC).

Chair Swarthout asked about the possibility of utilizing wood from the Trails End property. Director Smith advised that after discussions with Windfall Lumber and the architect on other options available the recommendation was not to utilize materials from the Trails End property because of the cost to refurbish the materials.

Chair Swarthout added that she was also curious as to the amount of lumber saved from the Trails End property that could be repurposed for the City's new Maintenance and Operations facility.

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Director Hicks advised that staff plans to utilize some of the lumber saved from the former Trails End facility. Most of the lumber will be used in the main lobby of the new facility.

Councilmember Althausen asked about the move-in date for staff. Director Smith responded that based on the construction timeline, the anticipated move-in date would be in mid-May or end of May.

**MOTION:**

**Councilmember Althausen moved, seconded by Chair Swarthout, to recommend the City Council approve and authorize the Mayor to sign a Small Works Contract with JA Morris Construction for the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College (SPSCC). A voice vote approved the motion.**

**WATER SERVICE -  
COST OF SERVICE  
RATE STUDY  
DISCUSSION:**

Director Smith reported the Cost of Service Study was approved by the Council as part of the scope of work within the contract with Carollo Engineers.

During the adoption process of the Water System Plan, a number of questions were raised pertaining to policies, financial elements, equity in water rates and connection fees, implementation of rates, and how effective rates are in covering the cost of the capital improvement program for the Water Utility.

The cost of service study will:

- Collect Data
- Develop/Refine Financial Plan
- Analyze Cost of Service
- Design Rate and Fee Schedules
- Develop Rate Model
- Document and Present Cost of Service Study Results
- Evaluation of Additional Rate Design Alternatives

One question of concern surrounds affordability. Traditionally, water systems consider affordability using median household income or the annual cost of a water bill annually. If the cost is 2.5% or less of the median household income, the amount is considered an affordable rate. In Tumwater, the median household income is \$77,849 as of 2023. Tumwater's entire utility bill, based on 2024 analysis, totals \$1,479 annually or less than 2.5%, which is deemed an affordable rate for the community as it is less than 2.5% of the median household income. However, when comparing the rates to a low-income household earning \$31,000 annually, the utility bill is less affordable. The study will consider affordability differently based on recent work completed by Texas A&M University by calculating affordability differently, considering other household bills, and rate comparisons for minimum wage earners.

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The study will explore a new formula identifying household size, income of the household, and other household costs to produce a ratio. Director Smith shared an example scenario that considers two minimum wage earners totaling \$62,400 as the household income and estimated monthly expenses of \$4,757 using University of Washington ALICE data for Thurston County. The result suggested the rates were affordable for the household. The study will examine water rates as well as combined rates of all utilities most customers receive in Tumwater. The second metric of the study will explore rates for minimum wage households. For a minimum wage earner, payment of the utility bill would require a minimum of 7.5 hours of minimum wage work based on a 40-hour workweek. Carollo Engineers will explore rates of both a range of household incomes within the community and the affordability metric of median households, because the City community includes many living in the lower income range.

Another element to be explored in terms of designing a different rate structure is average water use versus essential use. Many customers have irrigation systems with rates typically spiking during summer months. Irrigation is not considered an essential use. Other models consider a certain volume of water integrated within the base rate. In Tumwater, the base rate is approximately \$10 a month. The study will explore opportunities to include additional increments of water per day within the base rate to avoid spikes in bills during summer months.

The study will explore equity in rates and connection fees and whether the City's current rates and fees pay for the impacts of users and City growth. Rates are intended to cover operations, maintenance, treatment, and asset replacements over time. Connection fees are intended to assist in financing future growth of the system.

Historically, Tumwater's connection fees have increased 2% per budget year. During the development of the capital program in 2023, staff recognized larger projects are related to growth and new sources of water. A low 2% increase in connection fees while water rates increase steadily over time resulted in a change by increasing the rate of connection fees to pay more into the system annually.

Councilmember Althaus said he understands that the amount of the connection fee is based on the potential use with a larger connection more expensive than a residential connection. He asked whether the equity assessment would not only consider the size of the connection but the user as well to a greater degree to distinguish between an industrial user requiring larger connections to utilize more water, which also adds stress to the system as large users are able to access water at an economic rate and scale while residential users are essentially subsidizing the entire system to some degree. For example, the impact from a very large business that utilizes more water

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is likely more than the impact from a property owner connecting a new accessory dwelling unit (ADU). Director Smith confirmed it is an issue the study will address because currently, the scale increases for connection fees from a ¾" meter to a 6" meter with larger meters increasing in cost based on a standard calculation the City has utilized from American Water Works Association that is used by utilities across the country. The study will explore the cost of increases to ensure equity and whether larger businesses are paying the appropriate fees based on demands a business places on the system. The study will explore different formulas for increased sizes and whether the methodology for ADUs should be evaluated for a possible change.

The last major policy review was in 2010 resulting in no changes in the policies included within the last Water System Plan. Many policies are included in the Water System Plan encompassing over 11 pages covering customer service, supply, regional policies, and specific water system financial policies. The plan also includes design standards and performance criteria, as well as organizational policies. All policies need re-evaluation in the context of the different department structure, City structure, and changes in some operational practices. The intent is to review the policies prior to the next update of the Water System Plan scheduled in eight years. Staff will conduct a review of existing policies with additional support from the Operations Manager and other departments impacted by the policies. Draft changes will be presented to the committee during the course of the review.

Director Smith invited feedback and suggestions for the consultant to review. He noted a recent conversation with a customer who was interested in the City's metrics for designing the rates from a perspective of affordability and equity for customers.

Manager Soderberg said the cost of service study will be in conjunction with the work to seek new water sources. It is timely to complete both efforts concurrently. Additionally, the consultant is developing a dashboard enabling staff to continually add changes in the cost of services as costs of labor, materials and other charges increase or decrease. The dashboard will also assist staff during the review of equitability cost of service for different types of customers to document how any increases in cost might impact different types of customers. Those two components are vital for staff to make good decisions moving forward as well as how the City establishes its rate payment system.

Chair Swarthout asked whether the City's rate structure distinguishes between single family and multi-family users. Director Smith displayed a graphic depicting different rates for residential customers. Residential customers are charged on a tier structure — the more you use, the more you pay. During summer, water use can triple primarily because of irrigation for both residential and commercial uses. Commercial rates are a static rate and

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typically begin at Tier 2, similar to residential customers. Commercial rates are slightly higher than residential rates. Commercial customers that irrigate property have a separate meter for irrigation to ensure irrigation is not added to the volume of sewer use. The irrigation meter is charged at higher Block 3 of \$3.99 per 100 cubic feet.

Chair Swarthout asked about the rate charged to commercial uses utilizing a significant amount of water. Director Smith replied that large commercial users typically pay a Block 2 rate. Based on volumes, the rates may increase to Block 3 or 4.

Chair Swarthout asked about the extent of available water system services south of the City along Littlerock Road and Old Highway 99. Director Smith said the system does not extend entirely along each corridor to City limits. However, based on a current project off Old Highway 99 related to the reservoir, the City is extending service further south. Through the development process, large developments requiring water are required to extend utilities to the projects, which is typically how the City extends its water system.

Chair Swarthout inquired as to the process the City utilizes to determine the size of water mains to serve future needs, such as the recent water main replacement project along Israel Road. Director Smith said the Israel Road project was a City-sponsored project. If the project had been a developer-driven project, the City's Water System Plan would identify future needs and require oversizing the water main with the City participating in a cost-share to the extent that funds are available through an oversize agreement with the developer. In City-sponsored projects, if a larger water main is required, the City would fund oversizing the water main as part of the capital program.

Discussion ensued on circumstances involving assessments for future development potential and latecomer fees.

Director Smith explained that if new development extends a water main across existing development or if the City determined a need to extend the water main, in both cases a latecomers or special assessment fee would apply to the parcels. At this time, a property owner desiring water and sewer would pay for the cost of extending those services to the property unless there was a specific reason for the City to extend the services, such as mitigating a water quality impact or public health issue.

Because the City is the preferred water system provider within the City's urban growth boundary, any new subdivision developing within the urban growth boundary requires the developer to extend utility services to the development through a partnership with Thurston County.

Chair Swarthout inquired about the timeline for the study. Director Smith



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said the study is scheduled over six months. Most of the study should be completed to help inform the next budget process.

**ADJOURNMENT:**        **With there being no further business, Chair Swarthout adjourned the meeting at 8:58 a.m.**

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

TO: Public Works Committee  
 FROM: Alyssa Jones Wood, Sustainability Coordinator  
 DATE: February 22, 2024  
 SUBJECT: Interlocal Agreement with Thurston County, Cities of Lacey & Olympia for 2024 Thurston Climate Mitigation Collaborative Regional Initiatives

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1) Recommended Action:

Recommend City Council approve and authorize the Mayor to sign the ILA Between Thurston County, Cities of Lacey, Olympia, & Tumwater 2024 Thurston Climate Mitigation Collaborative Regional Initiatives.

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2) Background:

An Interlocal Agreement (ILA) supporting regionally coordinated implementation of the Thurston Climate Mitigation Plan was fully executed on December 6, 2023, providing for an annual retreat and outlining a regional initiatives process. During the Thurston Climate Mitigation Collaborative (TCMC) annual retreat and subsequent Executive Committee meeting, the TCMC agreed to advance two regional initiatives for regional coordination in 2024:

- Develop and launch a Residential Energy Efficiency and Electrification Campaign (EEE or E3 Campaign); and
  - Develop and propose a regional Home Energy Score Disclosure Policy (HES Policy).
- 

3) Policy Support:

- Thurston Climate Mitigation Plan, accepted by Resolution R2021-001
  - Be a leader in Environmental Sustainability
    - Continue to update and advance the Climate Action Plan
- 

4) Alternatives:

- ☐ Recommend revisions to the ILA or decline to participate.
- 

5) Fiscal Notes:

The total per-partner costs proposed by the ILA shall not exceed \$14,875. This project is funded by the General Fund allocation for Sustainability Initiatives.

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6) Attachments:

- A. Interlocal Agreement 2024 Thurston Climate Mitigation Collaborative Regional Initiatives

**Interlocal Agreement Between Thurston County and the Cities of Lacey, Olympia, and  
Tumwater to Support Implementation of the 2024 Thurston Climate Mitigation  
Collaborative Regional Initiatives**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of the last signature below (which is the "effective date") 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 forest fires; 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**, the Parties have 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**, in 2023, the Parties adopted an Interlocal Agreement for long-term regionally coordinated implementation of the *Thurston Climate Mitigation Plan*, which establishes a set of expectations for how the Parties will work together as the Thurston Climate Mitigation Collaborative (TCMC) to implement regional climate mitigation actions, including the selection and implementation of annual regional initiatives; and

**WHEREAS**, at the 2023 TCMC Annual Retreat and subsequent Executive Committee meeting on June 26, 2023, the TCMC agreed to advance two regional initiatives for focused regional coordination in 2024: (1)

design a Residential Energy Efficiency and Electrification Campaign and (2) develop a Home Energy Score Model Ordinance; and

**WHEREAS**, these regional initiatives were selected because they directly align with Strategies B1 and B6 in the Thurston Climate Mitigation Plan (TCMP) and were determined to be substantially improved by regional coordination; and

**WHEREAS**, the development of these regional initiatives will help Thurston residents leverage current and forthcoming state, federal, and utility incentives for energy efficiency and electrification.

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

**I. Purpose and Goals of Agreement**

The purpose of this Agreement is to implement two regionally coordinated initiatives, which will advance the implementation of Thurston Climate Mitigation Plan and support residential energy efficiency and electrification upgrades throughout Thurston County. These initiatives include:

- i. **Design a Residential Energy Efficiency and Electrification Campaign (EEE Campaign).** The EEE Campaign will be a multifaceted outreach and incentive program to advance electrification and energy efficiency in existing residential buildings throughout the Thurston region. The campaign will consist of three components: a web-based information hub, an advisory support service, and a local incentive and outreach campaign (Exhibit A).

This Agreement covers Phase I – Design and Planning of the EEE Campaign, including launch of an advisory support service, development of a Phase II - Launch and Implementation Plan, execution of an Interlocal Agreement for the implementation phase, and all other activities and deliverables detailed in Exhibit A.

- ii. **Develop a Home Energy Score Model Ordinance (HES Policy).** The HES Policy will be a regionally consistent policy for assessment and disclosure of residential energy performance ratings. It will provide homebuyers and occupants with an assessment of home energy performance, expected energy costs, and recommendations for cost-effective improvements to reduce energy use and costs (Exhibit B).

This Agreement covers all project activities and deliverables detailed in Exhibit B, including development of a model ordinance, a proposal for a supporting administrative program, and a budget for implementation of the regional policy.

**II. Roles**

- i. **TCMC Staff Team.** The Staff Team consists of staff representatives from each of the Parties. The Staff Team will work collaboratively to design and implement both regional initiatives, as described in the project plans for each initiative (Exhibits A and B). Staff Team members will assist with developing Contractor scopes of work, selecting a suitable Contractor(s) to meet project needs, reviewing draft and final work products, and other tasks as needed to complete the activities detailed in both project plans.
- ii. **Project Manager and Co-Manager.** The Project Manager and Co-Manager are members of the TCMC Staff Team who are responsible for managing all project activities detailed in the

project plans for each initiative (Exhibits A and B). The Project Manager and Co-Manager will coordinate with the TCMC Staff Team on project activities and request Staff Team support as needed.

- iii. **Contractor(s).** One or more consultants (“Contractor”) will be contracted to implement specific project tasks that are best addressed by a third-party partner. These tasks are listed in Exhibit C and include launching the advisory support service, developing outreach materials for the EEE Campaign, and stakeholder engagement for both initiatives.
- iv. **Jurisdiction Parties.** Implementation of all actions included in the TCMP, including regional initiatives, is led by individual Jurisdiction Parties. Each Party will allocate the necessary staff time and funding needed to implement the regional initiatives, as described in the project plans (Exhibits A and B) and budget (Exhibit C).

### III. **Services Provided by Olympia**

- i. Olympia shall serve as the contract manager and conduct all contracting responsibilities with the Contractor. Olympia shall comply with all laws governing municipal contracting for services of the type sought.
- ii. Olympia shall be responsible to monitor the actions of the Contractor, and if the Contractor fails to comply with an applicable term or condition of their contract, Olympia shall take appropriate actions to ensure the Contractor complies with the fiscal conditions of the contract.
- iii. Olympia shall provide a Staff Team member to serve as Project Co-Manager for the EEE Campaign.

### IV. **Services Provided by Tumwater**

- i. Tumwater shall provide a Staff Team member to serve as Project Co-Manager for the HES Policy.

### V. **Services Provided by Lacey**

- i. Lacey shall provide a Staff Team member to serve as Project Manager for the HES Policy.

### VI. **Services Provided by Thurston County**

- i. Thurston County shall provide a Staff Team member to serve as Project Manager for the EEE Campaign.

### VII. **Funding and In-Kind Commitment**

- i. **Funding.** Each Party shall contribute an equal share of funds sufficient for the execution of Contractor services for project tasks listed in Exhibit C. This equal share shall not exceed \$14,875 per Party.

The City of Olympia shall issue invoices at least 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. Support from jurisdictional staff with specific expertise (i.e., communications, housing, planning, permitting, etc.).

**VIII. Indemnification and Insurance**

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, or another recognized self-insured municipal risk pool.

**No Separate Legal Entity Created; No Real or Personal Property to be Acquired or Held**

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.

**IX. Relationship of the Parties**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

**X. Duration of Agreement**

This Agreement shall terminate on June 30, 2025, unless earlier terminated as provided in Section XII, below.

**XI. Amendment of Agreement**

This Agreement may be amended only by written agreement by all Parties and executed in accordance with chapter 39.34 RCW.

**XII. Termination of Agreement**

This Agreement may be terminated upon mutual agreement of the Parties. Any party may withdraw upon thirty (30) days written notice to the other Parties.

**XIII. 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.

**XIV. Entire Agreement**

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

**XV. Recording**

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

**XVI. 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. A Party may sign by digital or electronic signature, which signature shall be effective as permitted by law.

**XVII. Rights**

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

**XVIII. 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: TCMC Regional Initiatives  
Thurston County  
3000 Pacific Avenue SE, Suite 200  
Olympia, WA 98501

**CITY OF OLYMPIA**

Attn: Pamela Braff, Director of Climate Programs  
Re: TCMC Regional Initiatives  
City of Olympia  
P.O. Box 1967  
Olympia, WA 98507-1967

**CITY OF LACEY**

Attn: Grant Beck, Planning & Development Services Manager  
Re: TCMC Regional Initiatives  
City of Lacey  
420 College Street SE  
Lacey, WA 98503

**CITY OF TUMWATER**

Attn: Dan Smith, Water Resources & Sustainability Director  
Re: TCMC Regional Initiatives  
City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501

**XIX. Waiver**

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

**XX. Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**XXI. Records Retention and Audit**

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

**[The remainder of this page is left intentionally blank. Signatures follow on next page.]**



This Agreement is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

**GOVERNMENT AGENCY EXECUTIVE**
**APPROVED AS TO FORM**

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<b>CITY OF TUMWATER</b> 555 Israel Road SW Tumwater, WA 98501  <hr/> <b>Debbie Sullivan</b> , Mayor                      Date	<b>CITY OF TUMWATER</b> 555 Israel Road SW Tumwater, WA 98501  <hr/> <b>Karen Kirkpatrick</b> , City Attorney                      Date
<b>THURSTON COUNTY</b> 3000 Pacific Avenue SE Olympia, WA 98501  <hr/> <b>Robin Campbell</b> , Interim County Manager                      Date	<b>THURSTON COUNTY</b> 3000 Pacific Avenue SE Olympia, WA 98501  <hr/> <b>Jon Tunheim</b> , Prosecuting Attorney                      Date

## Exhibit A

# Residential Energy Efficiency and Electrification Campaign: Phase I - Design and Planning

### Background

Retrofitting existing homes with electric and energy-efficient upgrades is a necessary strategy to meet local, state, and global GHG reduction targets. Residential energy use is currently the largest source of GHG emissions in the Thurston region, and emissions from residential natural gas consumption increased by 21% between 2015 and 2021. While newer buildings may be constructed to meet greener standards, the majority of homes in the Thurston region were built before 1988, with one in five dating back 50 or more years. The Washington 2021 State Energy Strategy identifies the need for early and aggressive action to improve energy efficiency in buildings and recommends widespread conversion of fossil fuel natural gas appliances to electricity. By transitioning homes away from fossil fuels to electricity now, we lower the residential sector's emissions today and in the future.

The 2022 Inflation Reduction Act (IRA) includes a suite of rebates and incentives to help households implement electrification and efficiency improvements, with a special focus on LMI households. Households will be able to take advantage of upfront rebates and tax credits to reduce the costs of electric appliances, such as heat pumps and heat-pump hot water heaters. According to the Department of Commerce website, "Washington expects to receive IRA funding for home energy improvement rebates in early 2024 and will begin to make these available no earlier than mid-2024."<sup>1</sup> The State Legislature also appropriated additional funding to support these programs.

The IRA has the potential to kickstart widespread residential decarbonization. However, many homeowners are unaware of electric technologies and their benefits, and may not know how to take advantage of the forthcoming rebates. Even those who are aware still face barriers to implementation including high upfront costs, lack of specific localized information, and limited technical support to guide them along the way. The regional utility, Puget Sound Energy (PSE), offers some energy-efficiency rebates and is conducting a 2023 electrification pilot to help up to 10,000 customers throughout the service area transition to electric space conditioning and water heating. However, given the limited reach of this pilot and the high upfront costs of heat pumps, additional local incentives and outreach are needed to make electric technologies accessible to all residents.

### ALIGNMENT WITH STATE AND REGIONAL EFFORTS

#### *Washington Energy Navigator*

In the 2023 WA state legislative session, House Bill 1391 proposed to create a statewide building energy upgrade navigator program that would assist homeowners with electrification and energy efficiency

<sup>1</sup> <https://www.commerce.wa.gov/growing-the-economy/energy/federal-funding-for-buildings/#:~:text=When%20will%20home%20energy%20rebates,to%20be%20available%20in%202024> (accessed Nov. 17, 2023)

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services. The bill has been amended and reintroduced for the 2024 session, and the Department of Commerce has initiated stakeholder engagement to develop the “Washington Energy Navigator.” However, even if HB 1391 is adopted during the 2024 session, the statewide Navigator would launch too late for households to access the IRA rebates/incentives that are coming in mid-2024. Rather than waiting for the state to develop its program, the local governments of the TCMC aim to launch initial components of the EEE Campaign in early 2024 while designing and planning the full campaign launch for January 2025.

***Regional “Switch Is On” Pilot***

The TCMC is aligning with a broader regional effort that will accelerate the launch of the first component of the EEE campaign. King, Pierce, and Thurston counties, and the county seats of Seattle, Tacoma, and Olympia are pooling funds to launch a “Switch Is On” pilot in January 2024. The Building Decarbonization Coalition’s Switch Is On (SIO) initiative, currently active in California at [www.switchison.org](http://www.switchison.org), aims to educate, inspire, and make switching to electricity easier for homeowners and renters. The regional SIO pilot will feature an educational website with information and resources about heat pumps and electric appliances, a newsletter and blog, and tools to find incentives and local contractors. The website rollout will be accompanied by a regional outreach campaign including a kickoff event for local leaders, contractor and community events, social media, and paid media.

By pooling funds to launch the SIO pilot, the counties and cities will be able to deliver an educational platform of higher quality and with more outreach support than each could afford individually. In addition, the SIO campaign will provide a regionally consistent approach, so each jurisdiction does not need to reinvent the wheel for outreach and education. The SIO platform will be flexible and allow for the addition of local features, such as an advisory support service and specific local incentives. These additional features could be added to the platform as the TCMC builds out its local EEE Campaign in 2024-2025.

*The SIO pilot is advancing along its own timeline in 2024 and is not included in this project plan.*

***Energize Olympia***

The EEE Campaign will build on the success of the City of Olympia’s recent outreach and incentive program. In Summer 2023, the city launched a heat pump group purchase pilot program (Energize Olympia) to increase community awareness of the benefits of heat pump technology and increase local installations of air source heat pumps. The pilot program resulted in the installation of 67 efficient, all-electric heat pumps in the City of Olympia, including 22 fully subsidized installations for LMI households. This EEE Campaign will expand Energize Olympia to provide a wider range of services and incentives for all residents of Thurston County.

## EEE Campaign Goals and Structure

The TCMC’s Energy Efficiency and Electrification Campaign (EEE Campaign) will be a multifaceted outreach and incentive program to advance electrification and energy efficiency in existing residential buildings throughout the Thurston region. By working together to design, plan, and implement an EEE campaign in 2024-2025, the TCMC aims to achieve the following goals:

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**Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan**

- Build and evaluate a foundational, holistic program to accelerate residential building electrification and energy efficiency in support of Thurston Climate Mitigation Plan (TCMP) goals and targets.
- Deliver a compelling and accessible educational campaign to raise awareness of the climate, health, and economic benefits of building electrification and energy efficiency among broad segments of the Thurston community.
- Support energy equity by prioritizing program benefits to LMI residents, renters, and members of overburdened communities.
- Launch and evaluate the effectiveness of an energy advisory service that provides residents personalized, step-by-step technical guidance and support for home energy upgrades.
- Connect a quantifiable number of residents with information about technologies, incentives, and advisory support services (*specific target numbers TBD based on final program design and budget*).
- Implement a quantifiable number of home electrification and efficiency improvements across the participating jurisdictions during the campaign period (*specific target numbers TBD based on final program design and budget*).
- Maintain program flexibility to respond and adapt to regional, state, and national clean energy programs and investments, with the aim of ensuring ongoing benefits to Thurston residents.

To meet these goals, the TCMC aims to advance a residential EEE campaign consisting of three main components:

**Component A: Web-Based Information Hub (Anticipated Launch: January 2024)**

A foundational component of the EEE Campaign is a website that educates users about electric and energy-efficient technologies, provides access to IRA rebates and incentives, and connects users with location-based information about vetted contractors and local incentives. As described above, Thurston County and Olympia are contributing to launch a pilot “Switch Is On” (SIO) web platform, which will fulfill this foundational component of the local EEE Campaign. The pilot SIO website will serve all of Thurston, Pierce, and King counties. It will be branded with the logos of the funding partners, and Thurston County will disseminate marketing materials to the other TCMC jurisdictions to share with their residents. As such, all residents of Thurston County communities will be able to access the resource.

TCMC partners will participate in a regional (tri-county) outreach campaign in 2024 to raise community awareness about the benefits of electrification and energy efficiency and steer users to the central information hub. Over time, as the TCMC develops Components 2 and 3 of the EEE Campaign, these components will be integrated into the foundational SIO platform. SIO will collect and report metrics on the SIO pilot campaign to evaluate the impact of the pilot. Metrics may include website usage, social media engagement, event attendance, incentive and contractor searches by zip code, quotes received from contractors, and rebates received for completed projects.

Over the course of the SIO pilot (January – December 2024), the partner jurisdictions will continue to coordinate with statewide stakeholders to adapt the platform as needed in response to development of the statewide Washington Energy Navigator.

**Component B: Advisory Support Service (Anticipated Launch: April 2024)**

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The TCMC recognizes that an information hub alone is not sufficient to change consumer behavior. The TCMC aims to augment the information hub with a personalized support service to make the information more relevant and actionable for individual residents. Thus, the second component of the EEE Campaign is an advisory support service that consists of one-on-one personalized support (email, phone, and/or video calls) to answer technical questions and help residents plan and complete home electrification and energy efficiency upgrades. This component will also include the development of an online “personal electrification planning” (PEP) tool for customized, step-by-step recommendations to support residents throughout the electrification process. The PEP tool will allow users to create personalized, actionable home electrification guides, based on their personal interests, priorities, and upgrade needs. This component will be integrated into the foundational SIO web platform. The service provider will collect and report data from the advisory support service and/or PEP tool to understand residents’ use of these services, quantify energy upgrade actions, and evaluate its impact.

**Component C: Local Incentive & Outreach Campaign (Anticipated Launch: January 2025)**

***With the foundational website and advisory support service both aiming to launch in early 2024, the core of this 2024 (Phase I) Project Plan focuses on designing and planning the Local Incentive & Outreach Campaign. The Campaign Launch and Implementation will take place in 2025 under Phase II of this regional initiative.***

The local campaign will be for a specific period of time (such as a few months) and will include targeted financial incentives, customer support, and intensive outreach and marketing. The goal is to galvanize consumer action and remove barriers to home electrification and energy efficiency, resulting in a quantifiable number of home assessments and/or upgrades for LMI and non-LMI households. As noted, this campaign will build on the model of Energize Olympia to provide a wider range of services and incentives for all residents of Thurston County

During this 2024 Design and Planning Phase, the TCMC will conduct background research and stakeholder engagement to inform development of the specific incentives, outreach strategy, and other implementation support that will be provided. The team will identify the types of services and technologies that will be covered (e.g., energy assessments, heat pumps, weatherization upgrades), determine incentive amounts for LMI and/or non-LMI participants, and develop a funding strategy for the incentives. The team will also consider existing rebates and incentives, including forthcoming state and federal incentives, to ensure the program leverages additional funding to the greatest extent possible.<sup>2</sup>

Once the campaign is designed, the TCMC will move into planning for the launch of the campaign as detailed in the timeline below. The launch and implementation will take place during Phase II in 2025.

## Anticipated Funding Sources

Thurston County and the cities of Olympia and Lacey are eligible for formula allocations through the federal Energy Efficiency & Block Grant (EECBG) program (\$81,040, \$112,030, and \$150,000, respectively). The EECBG is a flexible funding source that is intended to catalyze long-term, impactful,

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<sup>2</sup> Many programs to administer IRA rebates and incentives are still under development. Further information regarding the final program design and requirements will be needed to fully leverage the anticipated funding.

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and self-sustaining programs that improve energy efficiency, reduce energy use, and reduce fossil fuel emissions. Thurston County and Olympia have agreed to apply their EECBG grant funding toward the development and launch of the EEE Campaign; Lacey will apply a budget amount equivalent to its EECBG allocation towards the EEE Campaign as well. EECBG grants are expected to be awarded in mid-2024 with a two-year period of performance. The City of Tumwater, as well as other Thurston County municipalities, do not meet the population threshold to be eligible for EECBG formula funding. The City of Tumwater applied for competitive EECBG funding in 2023 but the funding request was not awarded. TCMC partners are thus seeking other funding sources to scale the program and support participants throughout the smaller cities and unincorporated Thurston County.

The budget for Phase I – Design and Planning will be split among the four jurisdictions and paid out of each jurisdiction’s internal budget. See attached 2024 Regional Initiatives Budget for details on the Phase I budget. The 2025 budget for Phase II – Launch and Implementation will be developed during the 2024 planning phase. The Phase II budget will be paid out of EECBG funds and augmented by any supplementary funding identified during the planning phase. The TCMC Staff Team are looking into potential sources of supplementary funding, which may include jurisdictional budgets, Community Development Block Grant (CDBG) funding (only Olympia and Thurston County currently receive CDBG allotments), EECBG State distribution, and/or Local Government Energy Programs from the federal DOE.

*Note: The Switch Is On pilot will be funded separately from this Phase I project. Thurston County and the City of Olympia each plan to contribute \$25,000 toward the total pilot budget of \$225,000, with additional contributions from King County, Pierce County, Seattle, and Tacoma.*

## Roles of the Staff Team and Partner Jurisdictions

### **Project Management**

The project manager and co-manager are responsible for managing all Phase I project activities detailed below. The co-managers will request support from the other TCMC Staff Team members as needed.

- Project Manager: Rebecca Harvey, Thurston County Climate Mitigation Senior Program Manager
- Project Co-Manager: Dominic Jones, City of Olympia Building Decarbonization Program Manager

### **Contracting**

The City of Olympia will be responsible for procuring and managing third-party contractors to provide professional services during Phase I, which may include developing requests for proposals and/or qualifications, developing scopes of work and contracts, managing deliverables, and other related tasks. The City of Olympia will issue invoices to each jurisdiction for their share of expenses.

Contracting and cost-sharing responsibilities will be specified in the forthcoming interlocal agreement (ILA) for 2024 regional initiatives.

For Phase II - Launch and Implementation of the EEE Campaign, project team roles and responsibilities, (including potential external partners) will be defined during design and development of the Phase II Plan (see Step 3, Task 3.3 below) and will be included in the Phase II ILA.

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**Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan**

## Project Activities, Timeline, and Deliverables

### Phase I - Design and Planning of the Residential Energy Efficiency & Electrification Campaign

This timeline includes activities of the TCMC Staff Team to implement Component B (the advisory support service) and to design and plan Component C (the local incentive and outreach campaign).

*Component A, the regional Switch Is On Pilot, is advancing along its own timeline in 2024 and is not included in this project plan.*

*Phase II – Launch and Implementation of the EEE Campaign will take place in 2025 under a new Phase II project plan.*

### Component B: Advisory Support Service

#### Step 1: Launch Advisory Support Service (January – September 2024)

*During this project step, the partners will procure a technical support provider and launch an advisory support service that will be integrated into the foundational Switch Is On (SIO) web platform. The advisory support will include “low-touch” support via email, plus “high-touch” support via phone and video calls to a maximum number of users per year (see details in 2024 Regional Initiatives Budget). It will also include an online personalized electrification planning (PEP) tool that will be integrated into the foundational SIO website. The TCMC will evaluate the impact of the service after the first year to determine whether to continue it into Phase II.*

#### Tasks:

##### 1.1. Background Research

- Research Advisory Support Service providers
- Assess possibility of integrating service and personal electrification planning (PEP) tool into the SIO web platform

##### 1.2. Contract with Advisory Support Service

##### 1.3. Launch PEP Tool

- The precise method for integrating the online PEP tool into the SIO website will be determined in consultation with the service provider and the Building Decarbonization Coalition. For example, access to the PEP tool may be offered as a local incentive for Thurston County residents when they enter their zip code.

##### 1.4. Launch Advisory Support Service

- This technical assistance service will also be integrated into the SIO platform for Thurston County residents to access as described above. Service will consist of unlimited “low-touch” support via email and “high-touch” support (phone and video calls) for a maximum of 200 calls in 2024.

##### 1.5. Evaluate Advisory Support Service

- Evaluate the first 4-5 months of advisory support service by tracking numbers of low-touch and high-touch interactions, and other key metrics to be determined.
- Evaluate the first 4-5 months of PEP tool implementation via data and reporting on usage, actions, interests, completed upgrades, savings, emissions reductions, etc.

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**Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan**

*Step 1 Deliverables:*

- Contract with Advisory Support Service provider
- Launch of Advisory Support Service and PEP Tool
- Memo evaluating Advisory Support Service for potential inclusion in Phase II interlocal agreement

**Component C: Local Incentive & Outreach Campaign**

**Step 2: Background Research and Stakeholder Engagement (January – June 2024)**

*During this project step, the partners will execute the Phase I interlocal agreement, conduct background research on the energy market and existing incentive programs, identify potential campaign partners, and conduct a community forum to present the EEE Campaign concept and garner feedback.*

*Tasks:*

- 2.1 Execute interlocal agreement (ILA) for 2024 regional initiatives.
  - ILA will cover the planning phase of both “policy” and “campaign” components of the 2024 regional initiative.
- 2.2 Market Assessment
  - Examine local energy metrics, including USDOE and NREL data analysis tools as needed, to inform campaign development.
- 2.3 Program and Incentive Research
  - Research current and past incentive programs for home energy efficiency and electrification.
    - Federal and State Home Energy Rebates (Inflation Reduction Act)
    - Puget Sound Energy Home Electrification Assessments
    - Puget Sound Energy Home Efficiency Rebate Programs
    - Energize Olympia Heat Pump Group Purchase Program
    - Thurston EDC Home Energy Program
    - Other incentive programs to be identified
- 2.4 Partner Identification and Engagement
  - Identify key local partners to engage in campaign implementation, which may include but not be limited to:
    - Home Energy Score providers
    - Energy efficiency and electrification providers/contractors
    - Community based organizations
    - Community volunteers
    - Affordable housing service providers
  - Meet with potential campaign partners to inform campaign design and discuss partner roles in campaign implementation.



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## 2.5 Resident Engagement<sup>3</sup>

- Host a community forum to present the EEE Campaign concept and solicit input from Thurston County residents.

### *Step 2 Deliverables:*

- Executed ILA for 2024 regional initiatives
- Memo summarizing market assessment, program and incentive research, partner engagement, and community forum

## **Step 3: Develop Campaign Plan (June – August 2024)**

*During this project step, the partners will work together to resolve key questions related to the campaign design, structure, and costs. The work completed during the design and planning step will inform Phase II - Launch and Implementation of the EEE Campaign.*

### *Tasks:*

#### 3.1 Design specific elements of EEE Campaign

- Identify types of services, technologies, and technical assistance to be provided (for example: home energy assessments or audits, heat pumps, heat pump water heaters, weatherization, etc.).
- Confirm involvement of campaign partners, and what agreements or contracts are needed to secure their involvement.
- Determine participant eligibility and incentive amounts (consider incentives and/or subsidies and other support for both LMI and non-LMI participants).
- Develop marketing and outreach strategy.
- Propose funding strategy for incentives, marketing, outreach, and technical support (consider both LMI and non-LMI participants).

#### 3.2 Develop Campaign Launch and Implementation Plan which builds on the work conducted during the design and planning phase and includes:

- Summary of stakeholder engagement.
- Specific incentives/subsidies and other assistance/support to be provided.
- Responses to “Questions to Resolve During Program Design” (*Appendix A*)
- Updated timeline for campaign launch and implementation phases, including key milestones.
- Project team roles and responsibilities, including potential external partners.
- Campaign budget, staffing, and other resource needs.
- Funding strategy.

#### 3.3 Draft Phase II ILA for the launch and implementation of the EEE campaign.

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<sup>3</sup> The Home Energy Score (HES) policy regional initiative will include contracting with a stakeholder engagement service provider for a series of policy development focus groups, which will take place in March-June 2024. Staff will include this EEE Campaign community forum in the same provider’s scope of work.

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- ILA will include scope of work and budget for all Phase II activities to implement the EEE campaign, including Component 1 (website), Component 2 (advisory support service), and Component 3 (local outreach and incentive campaign).

*Step 3 Deliverables:*

- Final Phase II Launch and Implementation Plan
- Draft ILA for implementation phase

**Step 4: Prepare to Launch Campaign (September – December 2024)**

*During this project step, the partners will complete any final tasks needed to prepare for and launch the local campaign. This preliminary list of activities is provided for reference only. A detailed campaign launch and implementation plan will be completed as a deliverable of the design and planning phase. A new interlocal agreement (ILA) and additional funding (e.g., EECBG) will be needed before Phase II can begin.*

*Tasks:*

- 4.1 Execute Phase II ILA
- 4.2 Finalize campaign launch and implementation schedule.
- 4.3 Contract with installation partners and other providers (as needed based on the final program design).
- 4.4 Develop communications plan and materials.
  - Outreach materials will leverage existing Energize Olympia resources and be integrated with the foundational Switch Is On campaign and website.
- 4.5 Convene and train campaign partners and/or volunteers.

*Step 4 Deliverables:*

- Executed ILA for implementation phase
- Contract(s) with installation partners
- Communications Plan and Materials
- Partner and volunteer kickoff event/training (may be moved into Phase II depending on timing and staff resources)

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***Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan***

**Appendix A:**

**Questions to Resolve During Program Design**

- What incentives will be provided?
- Who will be eligible for subsidized installations? How will subsidized installations and incentives be funded?
- Which program costs will be shared across the jurisdictions, and which will be jurisdiction-specific?
- How will costs for residents of urban growth areas be distributed?
- What types of retrofits will be supported and/or prioritized?
- How many and what type(s) of installer/providers will we work with? Selected installers/providers may include, but not be limited to:
  - Technical assistance provider
  - Home Energy Score provider(s)
  - Community based organization(s) or other provider(s) for fully subsidized installations
  - Heat Pump installer
  - Other weatherization providers, etc.
- What types of program partners are needed?
- What types of agreements or contracts are needed to involve program partners?
- Will there be a role for volunteers (e.g., Energize Ambassadors)? If so:
  - What is their role?
  - Will they receive stipends?
  - How will stipends be funded?
- What is our approach to customer support and management?

## Exhibit B

# Home Energy Score Model Ordinance

### Background

More than 50% of the homes in Thurston County were built before 1990, with nearly 20% built at least 50 years ago (U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates). The large proportion of older homes in the region suggest that many would benefit from energy-and-cost-saving retrofits. Additionally, more than two-thirds of the housing units that will exist in 2050 already exist today, so retrofitting existing homes to improve energy efficiency is a key strategy to meet regional climate mitigation goals (TRPC, 2020).

One of the barriers to improving the energy efficiency of existing housing units is a lack of homeowner awareness and information on the energy performance of their properties. Without this information, it is challenging for consumers to prioritize energy efficiency in home purchasing and improvement decisions. To address this challenge, several cities and states have developed residential home energy labeling policies and programs. HES ordinances have been adopted in several cities around the US including Portland, OR; Minneapolis, MN; and Austin, TX. These cities provide valuable foundations for implementing effective home energy audits and how to design policies that encourage participation.

Home energy assessment and disclosure programs provide homebuyers and occupants with an assessment of home energy performance, expected energy costs, and recommendations for cost-effective improvements to reduce energy use and costs. Home energy assessment reports can be used to help prioritize home renovations and compare the expected energy costs of multiple homes. By making energy costs transparent to consumers, home energy labeling programs also provide a mechanism for the real estate market to value both energy performance and home energy improvements that reduce the total cost of home ownership.

### Alignment with State Policy

In the 2023 WA state legislative session, House Bill 1433<sup>4</sup> proposed to create a statewide framework for Home Energy Score Disclosure programs. While HB 1433 does not mandate energy assessments, it would establish a standard framework for home energy assessment reports and licensing requirements for energy assessors. This statewide framework would enable local governments to promote, incentivize, and/or require home energy assessments and disclosures more easily. Staff expect that HB 1433 (or similar) will be reintroduced for the 2024 session. If adopted by the state legislature, a statewide home energy assessment framework would significantly reduce the costs and staff time needed for local policy development and implementation.

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<sup>4</sup> House bill 1433 second substitute can be found here [1433-S2.pdf \(wa.gov\)](#).

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***Exhibit B: Home Energy Score Model Ordinance Project Plan***

## HES Model Ordinance Goals

The TCMC Home Energy Score Disclosure Model Ordinance and Supporting Program (HES Policy) will include a proposed regional policy for residential energy assessments and disclosures, a proposal for a supporting administrative program to implement the regional policy, and estimated implementation costs. By working together to design and propose a regional policy for consideration by the TCMC Jurisdiction Parties, the TCMC aims to achieve the following goals:

- Develop a regionally consistent policy for assessment and disclosure of residential energy performance ratings. Note: This initiative only includes the development of a model ordinance. The Jurisdiction Parties (Lacey, Olympia, Tumwater, and Thurston County) will individually consider adoption of the proposed policy in early 2025.
- Provide a framework for Thurston residents to learn about their home energy performance, expected energy costs, and cost-effective improvements to reduce energy consumption and the cost of home ownership/occupancy.
- Connect homeowners/occupants to existing and forthcoming resources, guidance, and incentives to simplify energy efficiency retrofits.
- Support energy equity and housing affordability by providing subsidized home energy assessments and additional resources for low- and moderate-income homeowners and renters.
- Increase implementation of home energy efficiency and electrification upgrades and retrofits.
- Develop a monitoring and reporting system to track implementation of home energy assessments and energy efficiency upgrades.
- Provide a mechanism for the real estate market to value both home energy performance and home energy improvements that reduce the cost of homeownership/occupancy.

## Stakeholder Engagement Approach

Key considerations for the design of a home energy score policy include the type of energy assessment data and assessment/ranking tool, timing of disclosure, compliance and enforcement options, exemptions, enforcement policies and any provisions for low-income subsidies.

To design the model ordinance, the TCMC Staff Team will start by reviewing existing home energy assessment and disclosure policies, best practices and resources for home energy assessments, and existing housing market data for Thurston County. Based on this research, the Staff Team will develop preliminary recommendations for key code concepts and then host focus groups to collect stakeholder feedback on the proposed concepts.

After receiving the initial stakeholder feedback, the Staff Team will draft the model ordinance for further review and feedback from key stakeholders, community members, and the jurisdiction partners. Based on this feedback, the staff team will refine the proposed model ordinance, outline a supporting program to implement the proposed policy, and estimate implementation costs.

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***Exhibit B: Home Energy Score Model Ordinance Project Plan***

**Stakeholder Outreach Goals:**

- Inform community members and partners of the HES model ordinance policy and supporting program plan.
- Engage stakeholders in meaningful discussion on how the HES policy can be designed to support climate goals, energy equity, and housing affordability; identify potential barriers or challenges for community members and/or affected industries; and design strategies to overcome any challenges.
- Provide a mechanism for community partners and members to provide feedback and identify potential barriers to successful implementation of the HES model ordinance policy and program.

**Stakeholder Focus Groups**

Examples of stakeholder groups to include in focus groups include, but are not limited to, the following:

- Realtors
- Mortgage brokers
- Building and construction industry representatives
- Faith-based organizations
- Home and energy inspectors
- First-time home buyers
- Puget Sound Energy (PSE)
- Low-income housing and weatherization service providers

[Roles of Staff Team and Partner Jurisdictions](#)

**Project Management**

The project manager and co-manager are responsible for managing all policy activities detailed below. The co-managers will request support from the other TCMC Staff Team members as needed.

- Project Manager: Linsey Fields, City of Lacey Climate and Sustainability Coordinator
- Project Co-Manager: Alyssa Jones-Wood, City of Tumwater Sustainability Coordinator

**Contracting**

The City of Olympia will be responsible for procuring and managing third-party contractors to provide professional services for both 2024 Regional Initiatives (Home Energy Score Model Ordinance and Energy Efficiency and Electrification Campaign) which may include developing requests for proposals and/or qualifications, developing scopes of work and contracts, managing deliverables, and other related tasks. The City of Olympia will issue invoices to each jurisdiction for their share of expenses.

Contracting and cost-sharing responsibilities will be specified in the forthcoming interlocal agreement (ILA) for 2024 regional initiatives.

[Project Activities, Timeline, and Deliverables](#)

**Step 1: Policy Research (January-March 2024)**

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***Exhibit B: Home Energy Score Model Ordinance Project Plan***

- 1.1. Execute interlocal agreement (ILA) for 2024 TCMC regional initiatives.
  - ILA will cover the planning phase of both “policy” and “campaign” components of the 2024 regional initiative.
- 1.2. Market Assessment
  - Examine local housing market listing and sale trends, local home energy assessor/auditor workforce capacity, and typical costs for local home energy assessments.
  - Market research may include an analysis of existing reports and data and/or engagement with local service providers, home energy assessors, realtors, state energy programs, etc.
- 1.3. Policy Research
  - Review current and past home energy assessment policies, incentives, and programs. Identify best practices and lessons learned from previous programs implemented in Thurston County and other jurisdictions.
  - As needed, interview staff from jurisdictions with similar policies and programs to identify best practices and key considerations for policy design and implementation.
- 1.4. Policy Goals and Code Concepts
  - Based on the results of the market assessment and policy research, refine Policy Goals and draft proposed Code Concepts for stakeholder review and feedback.

*Step 1 Deliverables*

- Memo summarizing the results of Step 1 (market assessment, policy research, and initial draft of policy goals and code concepts).

**Step 2: Stakeholder Engagement (March-June 2024)**

- 2.1. Stakeholder Engagement Part 1: Conduct focus groups to collect stakeholder feedback on proposed policy goals and code concepts.
  - Identify key local stakeholders to engage in policy development focus groups.
  - Execute service provider agreement for stakeholder engagements. Coordinate with EEE Regional Initiative stakeholder engagement.
  - Conduct focus groups and produce meeting summaries.
- 2.2. TCMC Engagement
  - Briefing and discussion with Climate Advisory Workgroup on proposed Policy Goals and Code Concepts.
  - Briefing and discussion with Executive Committee on proposed Policy Goals and Code Concepts.

*Step 2 Deliverables*

- Summary of focus group feedback.

**Step 3: Draft Model Ordinance and Proposal for Supporting Program (July-September 2024)**

- 3.1. Draft Model Ordinance

2024 Thurston Climate Mitigation Collaborative Regional Initiative ILA

**Exhibit B: Home Energy Score Model Ordinance Project Plan**

- Develop a joint staff recommendation for a model ordinance based on the results of the market assessment and policy research, identified best practices, and stakeholder feedback.

**3.2. Design Supporting Program and Preliminary Budget**

- Identify key criteria and strategies to develop and implement a supporting program to administer a regionally coordinated home energy score disclosure policy.
- Estimate staffing needs and costs for program development and ongoing implementation.
- One-time program development needs and costs may include:
  - Developing a central website with policy information and resources.
  - Developing policy factsheets and guidance for administrative determinations.
  - Energy-assessor recruitment and training.
  - Realtor and lender outreach and training.
- Ongoing program implementation needs and costs may include:
  - Quality Assurance
  - Compliance
  - Enforcement
  - Subsidies for low- and moderate-income households
  - Ongoing stakeholder outreach, workforce recruitment and development, website maintenance, customer support, etc.

**3.3. Partners request budget to develop a regional home energy score supporting program in 2025.**

*Step 3 Deliverables*

- Draft model ordinance.
- Proposed supporting program design and implementation budget.

**Step 4: Refine Model Ordinance and Proposal for Supporting Program (October-December 2024)**

- 4.1. Stakeholder Engagement Part 2: Publish draft ordinance for stakeholder and community review and feedback.
- 4.2. Brief jurisdiction Advisory Boards, Committees, Commissions, etc.
- 4.3. Brief TCMC Climate Advisory Workgroup and Executive Committee.
- 4.4. Revise model ordinance, program proposal, and budget, as needed, to address stakeholder and jurisdiction comments.

*Step 4 Deliverables*

- Final model ordinance for consideration by all jurisdiction partners.
- Supporting program design and implementation budget.

**Step 5: Jurisdictions Consider Ordinance Adoption (target: January – February 2025)**



*2024 Thurston Climate Mitigation Collaborative Regional Initiative ILA*  
*Exhibit B: Home Energy Score Model Ordinance Project Plan*

**Appendix A:**

**Questions to Resolve During Policy Design**

- Which home energy performance and assessment data and reports will be required?
- How will non-compliance penalties be assessed and enforced?
- What is the penalty for non-compliance?
- How will the home energy disclosure be integrated into the Multiple Listing Service (MLS)?
- Will any home or sale types be excluded from the disclosure requirement?
- How will policy effectiveness be measured and reported?
- How will subsidies and/or other support be provided for low-moderate income households?  
How will income qualification be determined?
- What rulemaking and/or program development will need to occur after ordinance adoption?
- Which policy and/or program elements will be implemented by individual jurisdictions vs. regionally coordinated?
- How can the policy and/or supporting program be designed to leverage existing rebates, incentives, financing, and other implementation support?

## 2024 Thurston Climate Mitigation Collaborative Regional Initiative ILA

## Exhibit C: Budget for 2024 Regional Initiatives

## Exhibit C

## Budget for 2024 Regional Initiatives (January – December 2024)

This proposed budget covers both 2024 TCMC regional initiatives:

- **Residential Energy Efficiency and Electrification Campaign: Phase I - Design and Planning**
- **Home Energy Score Model Ordinance**

The budget includes project tasks that are expected to be completed by third-party contractors. Project tasks not listed here will be completed in-house by jurisdictional staff.

Project Step and Task	Description	Total
<b>Campaign Component</b>		
Step 1: Launch Advisory Support Service		
1.3 Personal electrification planning (PEP) tool	One year of localized web platform to support residents (homeowners and renters) throughout the electrification process. This PEP tool will be integrated into the foundational SIO website for access by Thurston County residents, based on user zip code.	\$7,000
1.4 Advisory Service	1-on-1 advisory service for residents to include both: <ul style="list-style-type: none"> <li>- Unlimited low-touch support via email</li> <li>- High-touch support via phone and video calls for a maximum of 200 calls</li> </ul>	\$12,500
Step 2: Background Research and Stakeholder Engagement		
2.4 Stakeholder Engagement	Contract services to facilitate stakeholder engagements <i>(in coordination with Policy Component)*</i>	\$10,000
Step 4: Prepare to Launch Campaign		
4.4 Develop communications plan and materials	Contract services to brand and develop outreach materials aligning with Energize Olympia and/or Switch Is On campaign.	\$5,000
<b>Policy Component</b>		
2.1 Stakeholder Engagement	Contract services to facilitate stakeholder engagements <i>(in coordination with Campaign Component)*</i>	\$25,000
<b>Subtotal</b>		<b>\$59,500</b>
<b>Per Partner</b>		<b>\$14,875</b>

\* Stakeholder engagement activities for the two regional initiatives will be combined into one contract with a stakeholder engagement service provider.

TO: Public Works Committee  
FROM: Alyssa Jones Wood, Sustainability Coordinator  
DATE: February 22, 2024  
SUBJECT: Grant Agreement with the WA Dept of Commerce for the City Hall Solar plus Storage Feasibility and Design Project

---

1) Recommended Action:

Recommend City Council approve and authorize the Mayor to sign the Grant Agreement with the WA Dept of Commerce for the Tumwater City Hall Solar plus Storage Feasibility and Design Project.

---

2) Background:

On March 21, 2023, staff submitted a grant proposal to the Washington Department of Commerce for their solar plus storage funding opportunity. The grant proposal was to conduct solar plus storage feasibility assessments and preliminary design at City Hall. On August 8, 2023, the Department of Commerce informed the City that the grant proposal was selected for award.

The Thurston Climate Mitigation Plan (TCMP) was accepted by the City Council via Resolution R2021-001 on January 19, 2021. The project funded by the Department of Commerce solar plus storage 2 funding will help advance Strategy B5 of the TCMP, "increase the production of local renewable energy."

---

3) Policy Support:

- Be a leader in Environmental Sustainability
    - Continue to update and advance the Climate Action Plan
- 

4) Alternatives:

☐ No alternatives suggested

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5) Fiscal Notes:

The Department of Commerce awarded funding to the City in the amount of \$14,900. There is no required match from the City.

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6) Attachments:

A. Solar plus Storage Grant Agreement - City Hall



**Interagency Agreement with**

City of Tumwater

**through**

Solar plus Storage for Resilient Communities

**Contract Number:**

23-53701-116

**For**

Tumwater City Hall Feasibility and Preliminary Design - T1: Planning

**Dated:** Friday, September 1, 2023

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## Face Sheet

Contract Number: 23-53701-116

### Energy Division, Energy Programs in Communities Solar plus Storage for Resilient Communities

<b>1. Grantee</b> Tumwater, City of 555 Israel Road SW TUMWATER, WA 98501		<b>2. Grantee Doing Business As (as applicable)</b> N/A	
<b>3. Grantee Representative</b> Alyssa Jones Wood Project Manager (360) 754-4140 ajoneswood@ci.tumwater.wa.us		<b>4. COMMERCE Representative</b> <div style="display: flex; justify-content: space-between;"> <div> David Hecker  Program Manager  360-725-2767  solar@commerce.wa.gov </div> <div> P.O. Box 42525  1011 Plum St  Olympia, WA 98504-2525 </div> </div>	
<b>5. Contract Amount</b> \$14,900.00	<b>6. Funding Source</b> Federal:   State: X   Other: N/A:	<b>7. Start Date</b> 09/01/2023	<b>8. End Date</b> 06/30/2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX		<b>11. SWV #</b> SWV0007172-00	<b>12. UBI #</b> 344000001
<b>13. UEI #</b> N/A			
<b>14. Contract Purpose</b> T1: Planning and pre-development. The City of Tumwater will conduct a site assessment and community engagement to complete a feasibility assessment and initial project designs to build upon and expand City Hall's current solar array. The objective of this project is to engage the community to envision a solar and storage system which serves their needs and increases the resiliency of City Hall and the community.			
<p>COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Proviso</p>			
<b>FOR GRANTEE</b>   <div style="border-bottom: 1px solid black; width: 100%;"></div> Debbie Sullivan, Mayor   <div style="border-bottom: 1px solid black; width: 100%;"></div> Date		<b>FOR COMMERCE</b>   <div style="border-bottom: 1px solid black; width: 100%;"></div> Michael Furze, Assistant Director, Energy Division   <div style="border-bottom: 1px solid black; width: 100%;"></div> Date   <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Program Specific Terms and Conditions**

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

### **1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)**

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

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

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

### **2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS**

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications numbered SOLSTOR-23 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

### **3. REPORTING REQUIREMENTS**

During the contract term, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.

## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$14,900.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in Attachment B: Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number listed on the Face Sheet.

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

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

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

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

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

#### **Duplication of Billed Costs**

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



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

#### Disallowed Costs

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

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

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. INSURANCE**

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

### **7. FRAUD AND OTHER LOSS REPORTING**

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

### **8. ORDER OF PRECEDENCE**

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

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

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

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

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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

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

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

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 6. **COPYRIGHT**

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

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

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

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

## 7. **DISPUTES**

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

an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

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

## **9. INDEMNIFICATION**

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

## **10. LICENSING, ACCREDITATION AND REGISTRATION**

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

## **11. RECAPTURE**

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

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

## **12. RECORDS MAINTENANCE**

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

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

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

## **13. SAVINGS**

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

## **14. SEVERABILITY**

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

## **15. SUBCONTRACTING (Replaced by Program-Specific Terms and Conditions #1)**

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

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

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

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

## 16. **SURVIVAL**

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

## 17. **TERMINATION FOR CAUSE**

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

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

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

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

## 18. **TERMINATION FOR CONVENIENCE**

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

## 19. **TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and

(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

## **20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

21. **WAIVER**

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



## **Attachment A: Scope of Work**

### **Tumwater City Hall Feasibility and Preliminary Design**

#### **1. Task 1: Site Assessment**

Olympia Community Solar will work with the City of Tumwater to collect necessary building and energy consumption data including identifying all opportunities for both roof-mounted and ground-mounted solar and any potential construction hurdles. The project team will do a site visit to observe the site and facility, discuss the overall energy consumption patterns throughout the day, week, and year and discuss any additional future loads.

*Deliverable:* Summary report on the data analysis of building and energy consumption data.

#### **2. Task 2: Community Engagement**

The City of Tumwater and Olympia Community Solar will engage members of the community through various means. City staff will table at least once at the Tumwater distribution site of the Thurston County Food Bank to have conversations with community members about which services are most important at City Hall to remain powered in the event of a power outage. Olympia Community Solar will also engage members of the community online and in-person through distributing the survey, creating and distributing educational content, and answering community member's questions. City of Tumwater staff will facilitate at least one key stakeholder meeting between City staff, local Emergency Officials, and Puget Sound Energy and one meeting with the general public.

*Deliverable:* Summary of data collected by community engagement including a list of priority electricity uses. Additionally, notes and list of attendees from meetings described above.

#### **3. Task 3: Feasibility Assessment and Design**

Olympia Community Solar and their subcontractor MZ Solar Consulting will produce a report summarizing the findings of the site assessment, community engagement, and feasibility assessment. This report will also include preliminary design for the solar and storage system.

*Deliverables:*

- Production of an educational display about the future solar installation project to be displayed at City Hall; and
- A final report inclusive of findings from the site assessment, community engagement, project feasibility assessment, as well as preliminary design drawings and specifications.



## Attachment B: Budget

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Commerce Grant Amount
A	Site Assessment	Summary report on the data analysis of the building and energy consumption data	June-24	\$3,000.00
B	Community Engagement	Summary of data collected by community engagement	June-24	\$3,000.00
		List of priority electricity uses		
		List of meeting attendees		
		Meeting Minutes		
		Outreach and educational materials		
C	Feasibility Assessment and Design	Photo of installed educational display about the future solar installation project	June-24	\$8,900.00
		Final report including findings of the site assessment, community engagement, project feasibility assessment, preliminary design drawings, and specifications.		
			Total	\$14,900.00

## **Attachment C: Proviso Governing this Program**

Engrossed Substitute Senate Bill 5693; 68th Legislature, 2023 Regular Session  
2023-2025 Operating Budget  
Section 132

(4) \$37,000,000 of the general fund—state appropriation for fiscal year 2024 and \$37,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for grants to increase solar deployment and installation of battery storage in community buildings to enhance grid resiliency and provide backup power for critical needs, such as plug load and refrigeration for medication, during outages or to provide incentives to support electric utility demand response programs that include customer-sited solar and battery storage systems. Eligible uses of the amounts provided in this subsection include, but are not limited to, planning and predevelopment work with vulnerable, highly impacted, and rural communities. For the purposes of this subsection "community buildings" means K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, state and local government buildings, and other publicly owned infrastructure.

TO: Public Works Committee  
FROM: Alyssa Jones Wood, Sustainability Coordinator  
DATE: February 22, 2024  
SUBJECT: Grant Agreement with the WA Dept of Commerce for the Tumwater Library Solar plus Storage Feasibility and Design Project

---

1) Recommended Action:

Recommend City Council approve and authorize the Mayor to sign the Grant Agreement with the WA Dept of Commerce for the Tumwater Library Solar plus Storage Feasibility and Design Project.

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2) Background:

On March 21, 2023, staff submitted a grant proposal to the Washington Department of Commerce for their solar plus storage funding opportunity. This proposal was to conduct solar plus storage feasibility assessments and preliminary design at the Tumwater Timberland Library. On August 8, 2023, the Department of Commerce informed the City that the grant proposal was selected for award.

The Thurston Climate Mitigation Plan (TCMP) was accepted by the City Council via Resolution R2021-001 on January 19, 2021. The project funded by the Department of Commerce solar plus storage 2 funding will help advance Strategy B5 of the TCMP, "increase the production of local renewable energy."

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3) Policy Support:

- Be a leader in Environmental Sustainability
    - Continue to update and advance the Climate Action Plan
- 

4) Alternatives:

☐ No alternatives suggested

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5) Fiscal Notes:

The Department of Commerce awarded funding to the City in the amount of \$14,900. There is no required match from the City.

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6) Attachments:

A. Solar plus Storage Grant Agreement - Library



**Interagency Agreement with**

City of Tumwater

**Through**

Solar plus Storage for Resilient Communities

**Contract Number:**

23-53701-117

**For**

Tumwater Timberland Library Feasibility and Preliminary Design - T1:  
Planning

**Dated:** Friday, September 1, 2023

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## Face Sheet

Contract Number: 23-53701-117

### Energy Division, Energy Programs in Communities Solar plus Storage for Resilient Communities

<b>1. Grantee</b> Tumwater City of 555 Israel Road SW TUMWATER, WA 98501		<b>2. Grantee Doing Business As (as applicable)</b> N/A	
<b>3. Grantee Representative</b> Alyssa Jones Wood Project Manager (360) 754-4140 ajoneswood@ci.tumwater.wa.us		<b>4. COMMERCE Representative</b> <div style="display: flex; justify-content: space-between;"> <div> David Hecker  Program Manager  360-725-2767  solar@commerce.wa.gov </div> <div> P.O. Box 42525  1011 Plum St  Olympia, WA 98504-2525 </div> </div>	
<b>5. Contract Amount</b> \$14,900.00	<b>6. Funding Source</b> Federal:   State: <b>X</b> Other: <b>N/A</b> :	<b>7. Start Date</b> 09/01/2023	<b>8. End Date</b> 06/30/2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX		<b>11. SWV #</b> SWV0007172-00	<b>12. UBI #</b> 344000001
<b>13. UEI #</b> N/A			
<b>14. Contract Purpose</b> T1: Planning and pre-development. The City of Tumwater will conduct a site assessment and community engagement to complete a feasibility assessment and initial project designs of a solar plus battery storage at the city's Timberland Library. This objective of this project is to engage the community to envision a solar and storage system which serves their needs and increases the resiliency of the library and the community.			
<p>COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Proviso</p>			
<b>FOR GRANTEE</b>  <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 10px;"></div> Debbie Sullivan, Mayor  <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 10px;"></div> Date		<b>FOR COMMERCE</b>  <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 10px;"></div> Michael Furze, Assistant Director, Energy Division  <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 10px;"></div> Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Program Specific Terms and Conditions**

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

### **1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)**

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

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

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

### **2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS**

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications numbered SOLSTOR-23(the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

### **3. REPORTING REQUIREMENTS**

During the contract term, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.

## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$14,900.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in Attachment B: Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number listed on the Face Sheet.

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

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

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

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

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

#### **Duplication of Billed Costs**

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



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

#### Disallowed Costs

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

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

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. INSURANCE**

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

### **7. FRAUD AND OTHER LOSS REPORTING**

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

### **8. ORDER OF PRECEDENCE**

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

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

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

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

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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

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

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

## **6. COPYRIGHT**

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

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

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

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

## **7. DISPUTES**

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

an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

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

## **9. INDEMNIFICATION**

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

## **10. LICENSING, ACCREDITATION AND REGISTRATION**

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

## **11. RECAPTURE**

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

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

## **12. RECORDS MAINTENANCE**

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

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

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

## **13. SAVINGS**

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

## **14. SEVERABILITY**

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

## **15. SUBCONTRACTING (Replaced by Program-Specific Terms and Conditions #1)**

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

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

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

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

## 16. **SURVIVAL**

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

## 17. **TERMINATION FOR CAUSE**

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

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

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

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

## 18. **TERMINATION FOR CONVENIENCE**

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

## 19. **TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and

(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

## **20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

21. **WAIVER**

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



## **Attachment A: Scope of Work**

### **Tumwater Timberland Library Feasibility and Preliminary Design**

#### **1. Task 1: Site Assessment.**

Olympia Community Solar will work with the City of Tumwater to collect necessary building and energy consumption data on the Timberland Library, including identifying all opportunities for both roof-mounted and ground-mounted solar and any potential construction hurdles. The project team will do a site visit to observe the site and facility, discuss with Tumwater City and Olympia Community Solar the overall energy consumption patterns throughout the day, week, and year and discuss any additional future loads.

*Deliverable:* Summary report on the data analysis of building, energy consumption data, and information gleaned from site visit.

#### **2. Task 2: Community Engagement.**

The City of Tumwater and Olympia Community Solar will engage members of the community through various means. City staff will table at the library at least once to have conversations with library patrons and will distribute a survey to assess which services are most important to library patrons in the event of a power outage. Olympia Community Solar will also engage members of the community online and in-person by distributing the same survey, creating and distributing educational content, and answering community member's questions. City of Tumwater staff will facilitate at least one key stakeholder meeting between City staff, local Emergency Officials, and Puget Sound Energy. During this meeting project managers will ask the same questions that we're posing to the public plus open ended questions related to their respective needs and desires. Lastly, project staff will interview the Tumwater Timberland Library Branch Manager and City of Tumwater facilities staff to determine what essential services might have been overlooked by library patrons that they believe are essential to service.

*Deliverable:* Summary of data collected by community engagement including a list of priority electricity uses. Additionally, notes and attendance lists for meetings described above.

#### **3. Task 3: Feasibility Assessment and Design**

Olympia Community Solar and their subcontractor MZ Solar Consulting will produce a report summarizing the findings of the site assessment, community engagement, and feasibility assessment. This report will also include preliminary design for the solar and storage system.

*Deliverables:*

- Production of an educational display at the library about the future solar installation project; and
- A final report inclusive of findings from the site assessment, community engagement, project feasibility assessment, as well as preliminary design drawings and specifications.



## Attachment B: Budget

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Commerce Grant Amount
A	Site Assessment	Summary report on the data analysis of the building and energy consumption data	June-24	\$3,000.00
B	Community Engagement	Summary of data collected by community engagement	June-24	\$3,000.00
		List of priority electricity uses		
		List of meeting attendees		
		Meeting minutes		
		Outreach and educational materials		
C	Feasibility Assessment and Design	Photo of installed educational display about the future solar installation project	June-24	\$8,900.00
		Final report including findings of the site assessment, community engagement, project feasibility assessment, preliminary design drawings, and specifications.		
			Total	\$14,900.00

## **Attachment C: Proviso Governing this Program**

Engrossed Substitute Senate Bill 5693; 68th Legislature, 2023 Regular Session  
2023-2025 Operating Budget  
Section 132

(4) \$37,000,000 of the general fund—state appropriation for fiscal year 2024 and \$37,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for grants to increase solar deployment and installation of battery storage in community buildings to enhance grid resiliency and provide backup power for critical needs, such as plug load and refrigeration for medication, during outages or to provide incentives to support electric utility demand response programs that include customer-sited solar and battery storage systems. Eligible uses of the amounts provided in this subsection include, but are not limited to, planning and predevelopment work with vulnerable, highly impacted, and rural communities. For the purposes of this subsection "community buildings" means K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, state and local government buildings, and other publicly owned infrastructure.

TO: Public Works Committee  
FROM: Dan Smith, Water Resources & Sustainability Director  
DATE: February 22, 2024  
SUBJECT: Barnes Lake Management District (BLMD) 2024 Budget and Work Plan Review

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1) Recommended Action:

None. These items are presented for information only, as the budget has already been adopted by City Council. A new contract for professional services will be presented in the coming months.

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2) Background:

The BLMD was formed in 2004 to support the annual administration and management of lake and environmental enhancement efforts for the district. In 2022, the LMD and City Council acted to increase funding of lake management efforts, increasing assessments five percent annually, primarily due to rising labor and treatment costs to meet BLMD goals.

Leading advocate and former Chair of BLMD Steering Committee, Gary Bodeutsch, was honored by the National Lakes Management Association as "Volunteer of the Year," as he retired from the helm.

Staff will provide the annual status update for the BLMD, review the 2024 work plan and budget, and outline the process to solicit bids for a new service provider.

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3) Policy Support:

- Ordinance O2004-041, Lake Management District Formation
  - Be a Leader in Environmental Sustainability
- 

4) Alternatives:

- ☐ Provide additional guidance to BLMD improve administration, lake management, and/or environmental protections.
- 

5) Fiscal Notes:

The adopted budget provides expenditure authority, representing \$60,000 for professional services over the biennium. As a Special Revenue Fund, all revenues are directed for use solely by BLMD in support of management efforts. The 2024 fund balance is \$48,215.62.

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6) Attachments:

- A. 2023-2024 Budget Update
- B. 2024 Proposed BLMD Work Plan

2023						
ACCOUNT DESCRIPTION	BUDGET	TRANFRS/ ADJSMTS	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
SPECIAL ASSESSMENTS	\$ 265	\$ -	\$ 265	\$ 265	\$ (0)	100%
OFFICE SUPPLIES	\$ 350	\$ -	\$ 350	\$ -	\$ 350	0%
OPERATING SUPPLIES	\$ 1,500	\$ -	\$ 1,500	\$ 38	\$ 1,462	3%
PROFESSIONAL SERVICES*	\$ 16,500	\$ -	\$ 16,500	\$ 13,615	\$ 2,885	83%
MISC - LICENSES PERMITS & FEES	\$ 725	\$ -	\$ 725	\$ 500	\$ 225	69%
FINANCE / RECORDS MGMT SVCS	\$ 2,040	\$ (40)	\$ 2,000	\$ 2,000	\$ -	100%
LMD OPERATING RESERVE	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>TOTAL EXP</b>	<b>\$ 21,380</b>	<b>\$ (40)</b>	<b>\$ 21,340</b>	<b>\$ 16,419</b>	<b>\$ 4,921</b>	<b>77%</b>
BEGINNING FUND BALANCE	\$ 39,734	\$ -	\$ 39,734	\$ 39,734		
MISC CREDITS	\$ -	\$ -	\$ -	\$ -		
ASSESSMENTS	\$ 19,079	\$ -	\$ 19,079	\$ 19,996		
<b>TOTAL REV</b>	<b>\$ 58,813</b>	<b>\$ -</b>	<b>\$ 58,813</b>	<b>\$ 59,730</b>		
<b>FUND BALANCE</b>	<b>\$ 37,433</b>		<b>\$ 37,473</b>	<b>\$ 43,311</b>		

\* Professional Services include contract services, community outreach, and water quality monitoring.

NOTES

2024						
ACCOUNT DESCRIPTION	BUDGET	TRANFRS/ ADJSMTS	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
SPECIAL ASSESSMENTS	\$ 278	\$ -	\$ 278	\$ -	\$ 278	0%
OFFICE SUPPLIES	\$ 350	\$ -	\$ 350	\$ -	\$ 350	0%
OPERATING SUPPLIES	\$ 1,577	\$ -	\$ 1,577	\$ -	\$ 1,577	0%
PROFESSIONAL SERVICES*	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 30,000	0%
MISC - LICENSES PERMITS & FEES	\$ 750	\$ -	\$ 750	\$ -	\$ 750	0%
FINANCE / RECORDS MGMT SVCS	\$ 2,080	\$ (80)	\$ 2,000	\$ -	\$ 2,000	0%
LMD OPERATING RESERVE	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>TOTAL EXP</b>	<b>\$ 35,035</b>	<b>\$ (80)</b>	<b>\$ 34,955</b>	<b>\$ -</b>	<b>\$ 34,677</b>	<b>0%</b>
BEGINNING FUND BALANCE	\$ 48,216	\$ -	\$ 48,216	\$ 48,216		
MISC CREDITS	\$ -	\$ -	\$ -	\$ -		
ASSESSMENTS	\$ 20,033	\$ -	\$ 20,033	\$ 19,996		
<b>TOTAL REV</b>	<b>\$ 68,249</b>	<b>\$ -</b>	<b>\$ 68,249</b>	<b>\$ 68,212</b>		
<b>FUND BALANCE</b>	<b>\$ 33,213</b>		<b>\$ 33,293</b>	<b>\$ 68,212</b>		

\* Professional Services include contract services, community outreach, and water quality monitoring.

NOTES
Confirmed beginning fund balance w/ Shelly Carter, 2024-2-13.

**2023 EXPENSE DETAIL**

VENDOR	ACCOUNT	DATE	EXPENSE
Dana Day	SPECIAL ASSESSMENTS		\$ 265.00
Edge Analytical	PROFESSIONAL SERVICES*	6/5/2023	\$ 132.74
Edge Analytical	PROFESSIONAL SERVICES*	7/31/2023	\$ 105.00
Edge Analytical	PROFESSIONAL SERVICES*	9/26/2023	\$ 108.15
The UPS Store	OPERATING SUPPLIES	6/22/2022	\$ 18.45
WA Dept of Ecology	MISC - LICENSES PERMITS & FEES	10/13/2023	\$ 500.00
NWAES	PROFESSIONAL SERVICES*	10/4/2023	\$ 13,142.50
City of Tumwater	FINANCE / RECORDS MGMT SVCS	12/31/2023	\$ 2,000.00
Edge Analytical	PROFESSIONAL SERVICES*	8/3/2023	\$ 127.00
The UPS Store	OPERATING SUPPLIES	6/26/2023	\$ 19.75
			\$ -
			\$ -
			\$ -
<b>TOTAL</b>			<b>\$ 16,418.59</b>

**NOTES****2024 EXPENSE DETAIL**

VENDOR	ACCOUNT	DATE	EXPENSE
Dana Day	SPECIAL ASSESSMENTS		\$ -
WA Dept of Ecology			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>TOTAL</b>			<b>\$ -</b>

**NOTES**



## Barnes Lake Management District – 2024 Work Plan

**LMD  
Officers:**

**Chair:** Linnea Madison

**Vice  
Chair:**

Tom Sparks

**Recorder:** Dave Kangiser

For more information, visit: [www.ci.tumwater.wa.us/BLMD.htm](http://www.ci.tumwater.wa.us/BLMD.htm)

**The following tasks are scheduled around regular Committee meetings.**

**Unforeseen circumstances may delay completion milestones.**

### **January / February (Meeting date: January 31)**

1. ☐ Submit 2024 Annual Work Plan & Operating Budget for Council review and approval.
2. ☐ Review Steering Committee Appointments; announce vacancies as necessary.
3. ☐ Distribute LMD Member Outreach packet in March, including 2024 work plan, budget, schedule, and committee vacancies, following review by Committee. Send packets to Condo Managers and LMD owners.
4. ☐ Review SOP for volunteer monitoring program.
5. ☐ Solicit Request for Qualifications from appropriate vendors.

### **March / April (Meeting date: April 3)**

1. ☐ Update/acquire supplies for water quality monitoring program.
2. ☐ Complete training of volunteers for summer water quality monitoring program.
3. ☐ Submit a revised roll of rates and charges to Tumwater Finance Department, as necessary.
4. ☐ Review Statements of Qualifications; select the best professional option.
5. ☐ Negotiate and execute contract for services.

### **May / June (Meeting date: June 12)**

1. ☐ Conduct chemical treatment(s) on lake if possible (dependent on growth & water levels.)
2. ☐ Contractor to provide floating mats to volunteer property owners for removal, as available.
3. ☐ Conduct an aerial photo assessment of the lake, as conditions permit.
4. ☐ Conduct May round of water quality monitoring.
5. ☐ Conduct June round of water quality monitoring.

### **July / August (No meeting)**

1. ☐ Conduct shoreline treatment(s) if possible (dependent on growth & water levels.)
2. ☐ Conduct chemical treatment(s) on lake if possible (dependent on growth & water levels.)
3. ☐ Conduct July round of water quality monitoring.
4. ☐ Conduct August round of water quality monitoring.

### **September / October (Meeting date: October 9)**

1. ☐ Conduct follow-up aerial photo assessment of lake, as conditions permit.
2. ☐ Conduct September round of water quality monitoring
3. ☐ Conduct final round of water quality monitoring.
4. ☐ Update water quality summary report with 2024 data.
5. ☐ Review permit compliance needs and requirements for 2025.
6. ☐ Review budgetary needs for 2025.
7. ☐ Steering Committee's Annual Lake "Walk About" **(September 11)**

### **November / December (Meeting date: November 13)**

1. ☐ Develop 2025 work plan based on 2024 activities, LMD needs and available budget.
2. ☐ Develop draft Operational budget for 2025.
3. ☐ Finalize meeting schedule for 2025.
4. ☐ Annual election of Steering Committee officers – Chair, Vice-Chair, Recorder.

TO: Public Works Committee  
 FROM: Mary Heather Ames, Assistant Transportation and Engineering Director  
 DATE: February 22, 2024  
 SUBJECT: R2024-003, Amending the 2024-2029 Six-Year Transportation Improvement Program

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1) Recommended Action:

Staff requests the Public Works Committee review and provide comments on the proposed amendment to the 2024-2029 Six-Year Transportation Improvement Program (TIP).

A public hearing before the full City Council is planned for Tuesday, March 5, 2024, to consider Resolution No. R2024-003, amending the City's Six-Year Transportation Improvement Program for 2024-2029.

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2) Background:

The 2024-2029 TIP was adopted in June of 2023. Staff is proposing an amendment to the 2024-2029 Six-Year TIP to address new circumstances brought to light based on a technical analysis.

Percival Creek crosses Somerset Hill Dr between Tyndell Circle SW and Thorpe Drive SW via an aluminum culvert. The existing culvert is listed as a partial barrier to fish-passage due to flow velocities. The culvert is placed perpendicular to the roadway, even though the stream alignment is skewed on either side of the road. This reach of Percival Creek is located within a confined ravine, which limits channel movement. The existing culvert directs flows to the right bank of the ravine, immediately downstream of the culvert outlet. This has resulted in excessive erosion along the right bank of the ravine and stream channel, forcing the stream out of its historic channel.

In June of 2023, a consultant conducted a Type, Size, and Location Study for the Percival Creek crossing under Somerset Hill Drive. Based on the study, a project has been developed to replace the current partial barrier with a 60' to 90' bridge. The bridge will allow for unimpeded fish and wildlife habitat and passage at the crossing. It will also allow Percival Creek sufficient space to meander and change sediment deposition and bankfull width over time.

This amendment will add the Somerset Hill Fish Passage Barrier Removal project to the 2024-2029 TIP in anticipation of grant application and potential grant funding.

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3) Policy Support:

Goals & Priorities 2023-2024

- B. Be a Leader in Environmental Sustainability – 12. Remove obstructions to fish passage.
  - C. Create and Maintain a Transportation System Safe for All Modes of Travel
- 

4) Alternatives:

- ☐ Recommend the public hearing address the amendment as presented.
- ☐ Recommend revisions to the TIP amendment.

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5) Fiscal Notes:

The Somerset Hill Fish Passage Barrier Removal project is planned to be fully paid through grant funding.

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6) Attachments:

- A. DRAFT Resolution No. R2024-003
- B. DRAFT Amended Six-Year TIP Project Map, 2024-2029



**RESOLUTION NO. R2024-003**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington amending the Six-Year Transportation Improvement Program for 2024-2029.

**WHEREAS**, RCW 35.77.010 requires that each city and town adopt annually, following a public hearing, a Six-Year Transportation Improvement Program detailing projected needs for street construction; and

**WHEREAS**, the Tumwater City Council adopted the 2024-2029 Transportation Improvement Program on March 7, 2023, following a public hearing; and

**WHEREAS**, the Tumwater City Council held a public hearing on February 20, 2024, to consider amending the 2024-2029 Six-Year Transportation Improvement Program; and

**WHEREAS**, the amended Six-Year Transportation Improvement Program is consistent with the Comprehensive Plan, supports the health, safety, and welfare of the residents of Tumwater, and will benefit the public;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:**

**Section 1. Amendment.** The City of Tumwater's Six-Year Transportation Improvement Program for 2024-2029 is hereby amended to include the project shown attached hereto as Exhibit "A".

**Section 2. Ratification.** Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

**Section 3. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney



# Six Year Transportation Improvement Program Summary 2024 - 2029 Amendment

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			TIP Cost Fully Funded
		PLN	PE	RW	CN		Grant	Local	Total	
27	Somerset Hill Fish Passage Barrier Removal		X		X	Replacement of a partial barrier culvert with a bridge.	\$4,000,000		\$4,000,000	No

\*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



# Six Year Transportation Improvement Program

## From 2024 to 2029

Agency: Tumwater

County: Thurston

MPO/RTPO: TRPC

Y Inside

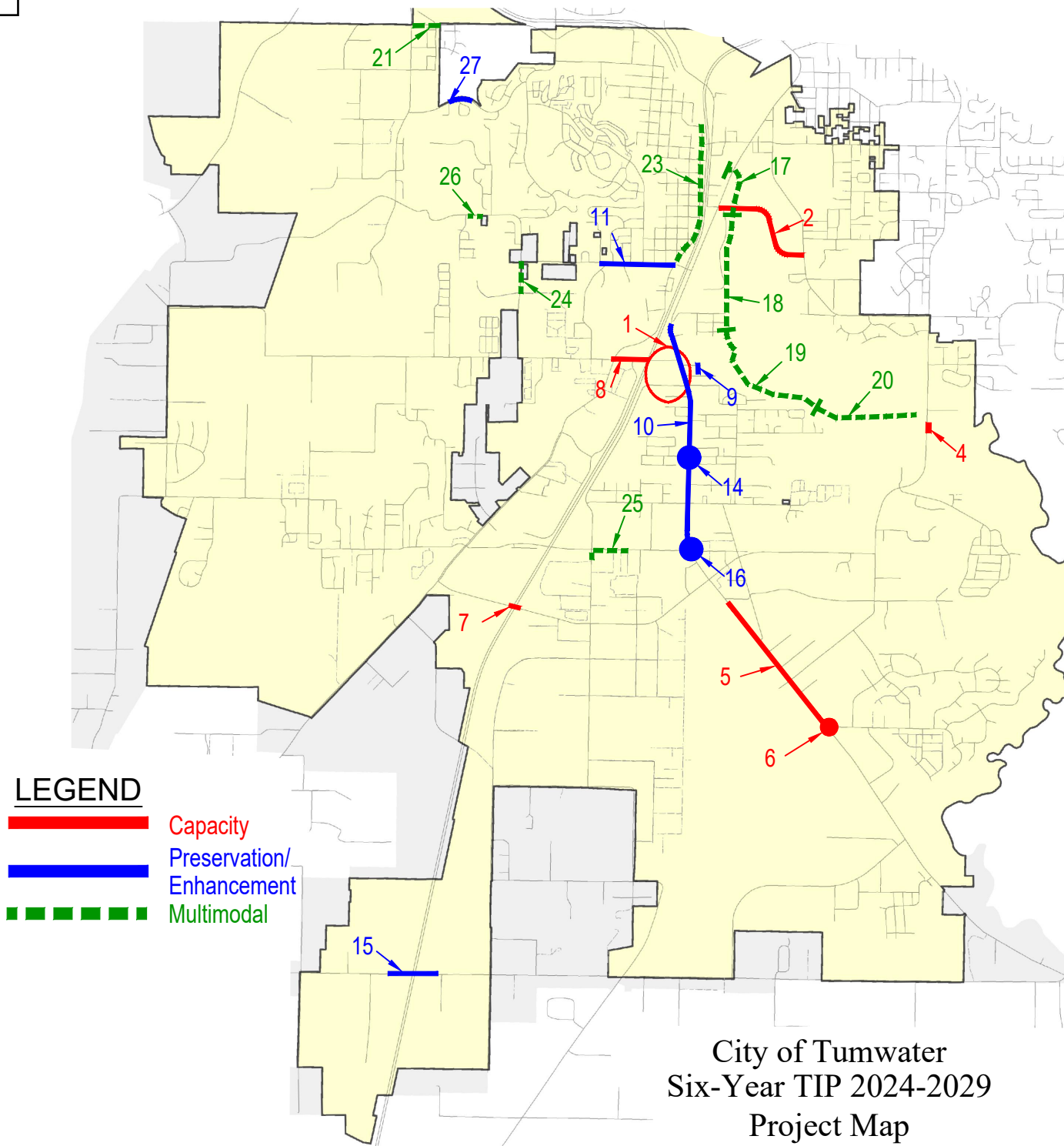
N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	27	Somerset Hill Fish Passage Barrier Removal Somerset Hill Drive 500' e/o Tyndle Circle to 500' w/o Thorp Drive This project will replace a current partial fish passage barrier with a bridge.	WA-15722					44	C G P S T W	0.060	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024	PROTECT	600,000		0	0	600,000
P	CN	2028	PROTECT	3,400,000		0	0	3,400,000
Totals				4,000,000		0	0	4,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	200,000	200,000	150,000	0
CN	0	0	0	0	3,400,000
Totals	50,000	200,000	200,000	150,000	3,400,000

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Tumwater	4,000,000		0	0	4,000,000

**CAPACITY**

1. I-5 / Trosper Rd / Capitol Blvd Reconfiguration
2. E St Connection
3. Brewery District Plan - Streetscape Improvements (Not Shown)
4. Henderson Blvd Bridge
5. Old Highway 99 Corridor Improvements - 79th Ave to 73rd Ave
6. Old Highway 99 / 79th Ave Roundabout
7. Tumwater Blvd Interchange
8. Trosper Road, Littlerock Road to I-5

**PRESERVATION / ENHANCEMENT**

9. Pavement Maintenance Program (Not Shown)
10. Capitol Boulevard Plan, Corridor Improvements
11. Linwood Ave Sidewalk, Susitna Lane to 2nd Ave
12. Safe Routes to School Program (Not Shown)
13. Traffic Signal Controller & Detection Upgrade (Not Shown)
14. X Street Roundabout
15. I-5 & SR121 / 93rd Ave SE Interchange Improvements Study
16. Capitol Blvd and Dennis St Roundabout
27. Somerset Hill Fish Passage Barrier Removal

**MULTIMODAL**

17. Deschutes Valley Trail, Segment A2
18. Deschutes Valley Trail, Segment B
19. Deschutes Valley Trail, Segment C
20. Deschutes Valley Trail, Segment D
21. Mottman Rd Improvements
22. Multimodal Improvements and Traffic Calming (Not Shown)
23. 2nd Ave Pedestrian Improvements
24. Rural Rd Shoulder Improvements
25. Israel Rd and Linderson Way Pedestrian and Bicycle Improvements
26. Percival Creek Fish Passage Barrier Removal

City of Tumwater  
Six-Year TIP 2024-2029  
Project Map