



CITY OF
TUMWATER

**CITY COUNCIL WORK SESSION
MEETING AGENDA**

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

**Tuesday, April 23, 2024
6:00 PM**

1. Call to Order
2. Roll Call
- [3.](#) MuniFin 201 - Revenues (Troy Niemeyer)
- [4.](#) Service Provider Agreement with Haley and Aldritch for the Integrated Planning Grant for the DOT Capitol Blvd. property (Mike Matlock)
- [5.](#) Service Provider Agreement with Haley and Aldritch for the Brownfield Assessment EPA Grant (Mike Matlock)
- [6.](#) Ordinance O2024-002 Budget Amendment No. 2 (Troy Niemeyer)
7. Mayor/City Administrator's Report
8. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/83697640345?pwd=U0RHbGFTekJOSGNveUwzQmV0Wnh2UT09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 836 9764 0345 and Passcode 538340.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 4:00 p.m. the day of the meeting. Comments are submitted directly to the Councilmembers and will not be read individually into the record of the meeting.

Post Meeting

Video recording of this meeting will be available within 24 hours of the meeting.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an

accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: April 23, 2024
SUBJECT: MuniFin 201 - Revenues

1) Recommended Action:

No action, this is informational only.

2) Background:

As we prepare to embark on our biennial budget journey, the Finance Department will provide you with municipal finance educational sessions.

April 23, 2024	Revenues
May 14, 2024	Expenditures
May 28, 2024	Debt
June 11, 2024	Budget

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

4) Alternatives:

☐ n/a

5) Fiscal Notes:

n/a

6) Attachments:

A. none

TO: City Council
FROM: Michael Matlock, Community Development Director
DATE: April 23, 2024
SUBJECT: Service Provider Agreement with Haley and Aldritch for the Integrated Planning Grant for the DOT Capitol Blvd. property.

1) Recommended Action:

Place the Service Provider Agreement with Haley and Aldritch on the City Council consent agenda for May 7, 2024 with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The City has been awarded a Integrated Planning Grant from the Washington Department of Ecology to help catalyze redevelopment in the Capitol Boulevard Corridor and Brewery District.

The IPG program is a state-wide competitive grant program that provides funding to local governments to assess contaminated sites. Grants are intended to help local governments make informed decisions when considering whether to purchase or redevelop a property. IPG funds will be used to complete critical due diligence activities (analysis of environmental conditions, cleanup/remediation planning, and reuse/redevelopment planning). The City will focus this funding on the former WSDOT Regional Headquarters.

Approval of the Service Provider Agreement will allow the City to start this work.

3) Policy Support:

Strategic Goal and Priorities:

- Facilitate Capitol Boulevard Corridor and Brewery Redevelopment
- Pursue Targeted Community Development Opportunities
- Work with partner organizations and jurisdictions to implement our goals to be a more inclusive community

Economic Development Plan Goal #8:

- Encourage economic development that strengthens the Tumwater community
-

4) Alternatives:

☐ None

5) Fiscal Notes:

There is no match requirement for this grant.

6) Attachments:

A. Service Provider agreement

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT
PROFESSIONAL ENVIRONMENTAL SERVICES
WSDOT FACILITY**

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20__, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Haley & Aldrich, Inc., (Haley and Aldritch) a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”). SERVICE PROVIDER will perform in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances (“Standard of Care”).

2. TERM.

The Project shall begin no earlier than May 8th, 2024, and shall be completed no later than June 30th, 2025. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY. Upon Termination, SERVICE PROVIDER shall be paid in accordance with Article 4, below, for all Services appropriately rendered up to the date of Termination.

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed Two Hundred Thousand Dollars (\$200,000.00) as reflected in Exhibit "A".

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

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

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods have been provided and the third party has been paid within fifteen (15) days of payment for those goods or services by the CITY.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The

SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

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

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

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

8. INSURANCE.

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

employees or subcontractors.

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

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

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$1,000,000 per claim, and \$1,000,000 policy aggregate limit.

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

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

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

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

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement. Any reuse or modification of SERVICE PROVIDER's and/or its

subconsultants work product without SERVICE PROVIDER's written authorization and/or adaption for the specific purpose intended shall be at the sole risk of the CITY and without liability to SERVICE PROVIDER.

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. “

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis

prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

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

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

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

B. The City may amend or extend the agreement beyond the initial term to accommodate the terms and conditions of current or future state and federal grant awards within a four-year period from the commencement of the initial term provided a market survey conducted by the City indicates that the prices the contractor proposes are reasonable.

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

said period.

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

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

21. SEVERABILITY.

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

not contain the particular provision held to be invalid.

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

22. ENTIRE AGREEMENT.

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

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

Debbie Sullivan
Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

SERVICE PROVIDER:
HALEY & ALDRITCH, INC.
3131 Elliot Ave., Suite 600
Seattle, WA 98121
UBI No. 602-563-246
Phone No. 253-324-9630

Signature (Notarized, see below)
Printed Name:
Title:

Notary Required for Service Provider Only
STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

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

Exhibit “A” Approach, Timeline, and Budget

Key Assumptions:

- The WSDOT Facility is located at 5720 Capitol Blvd SE, Tumwater, WA.
- All work is to be completed by June 30, 2025.
- The tasks outlined for the initial work for the WSDOT Facility has a not-to-exceed budget of \$30,000; budget entries are strictly labor estimates based on rates ranging from \$100 to \$280 per hour.
- The initial tasks will not require engagement with peer entities and stakeholders to establish agreed-upon assumptions, expectations, and/or goals.
- Historical documents for the WSDOT facility, its operations, adjoining property (as part of the overall WSDOT property) will include historical documents from the Puget Sound Regional Archives, City of Tumwater Planning and Public Works Departments, and Thurston County Assessors Department.
- The provided documents for the WSDOT property will also include documents, reports from Ecology Central Records, and/or the Washington State Pollution Liability Insurance Agency.
- Phase II Environmental Site Assessment, site characterization, and groundwater monitoring/sampling activities have been completed at the WSDOT facility.
- A site reconnaissance of the WSDOT Facility is not included.
- Additional work activities beyond the initial scope must be approved in writing by the City Administrator and the contractor prior to commencement of work.

Task	Notes	Timeline	Budget
Task 1: Project Administration	Implement as scoped in Request for Proposal (RFP). Assume one meeting and regular phone/email contact in addition to Kick-Off Workshop/Meeting.	May 2024 – Jun 2024	\$3,200
Task 2: Technical Data, Reports Review	Implement as scoped in RFP. Conduct a cursory review of readily available information for the WSDOT Facility. Discuss conditions, previous investigations, approach to conducting additional investigation and information available for the WSDOT Facility. Review available environmental investigation reports, laboratory analytical results, historical operations, geology and hydrogeology, the nature and extent of contamination, and areas of potential impacts at the WSDOT Facility. Prepare a summary of	May – Dec 2024	\$24,300

SERVICE PROVIDER AGREEMENT
ENVIRONMENTAL SERVICES FOR WSDOT FACILITY

	its review and identify data gaps in a technical memorandum.		
Task 3: Reimbursable Expenses	Minimum expenses anticipated. No travel, food, or lodging charges.	May 2024 – Jun 2024	\$500
Task 4: Reserve Budget	Due to the lack of available information, data, and reports documenting the previously completed work at the WSDOT Facility, Haley & Aldrich proposes setting aside the remaining funds for the future additional tasks for this property. When Task 2 has been completed and an understanding has been reached on the additional necessary tasks, the remaining funds from the Ecology Integrated Planning Grant can be accessed through mutual agreement with the City.		\$172,000

Total Budget: Not to exceed \$200,000.

SERVICE PROVIDER RETIREMENT STATUS FORM

Complete this form for each owner, and each employee, independent contractor or person providing service to the City of Tumwater.

I have retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

☐ Yes☐ No

I verify the information above is true and correct.

Name of Owner, Employee, Independent Contractor or Person: (Please print)	Social Security Number (If answering "yes" above)
Signature	Date

Chapter 3.46

CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

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

3.46.020 Nondiscrimination in benefits.

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

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

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

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

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

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

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

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

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

3.46.030 Limitations.

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

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

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

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

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

3.46.050 Appeals.

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

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

3.46.060 Effective date.

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

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

TO: City Council
FROM: Michael Matlock, Community Development Director
DATE: April 23, 2024
SUBJECT: Service Provider Agreement with Haley and Aldritch for the Brownfield Assessment EPA Grant.

1) Recommended Action:

Place the Service Provider Agreement with Haley and Aldritch on the City Council consent agenda for May 7, 2024 with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The City has been awarded a Community-Wide Assessment Grant from the EPA to help catalyze redevelopment in the Capitol Boulevard Corridor and Brewery District.

These nationally competitive grants provide funding to inventory, characterize, assess, conduct a range of planning activities, develop site-specific cleanup plans, and conduct community engagement related to brownfield sites. The City will focus this funding on two target areas, the Capitol Boulevard Corridor and the Brewery District. The priority sites identified are the Brewery Knoll, Brewery Warehouse Valley, and the former WSDOT Regional headquarters.

On March 5, 2024 the City Council approved Resolution No. R2024-005 approving the terms and conditions of an Environmental Protection Agency (EPA) Cooperative Agreement and accepted a \$500,000 Brownfield Community-Wide Assessment Grant.

Approval of the Service Provider Agreement will allow the City to start this work.

3) Policy Support:

Strategic Goal and Priorities:

- Facilitate Capitol Boulevard Corridor and Brewery Redevelopment
- Pursue Targeted Community Development Opportunities
- Work with partner organizations and jurisdictions to implement our goals to be a more inclusive community

Economic Development Plan Goal #8:

- Encourage economic development that strengthens the Tumwater community
-

4) Alternatives:

☐ None

5) Fiscal Notes:

There is no match requirement for this grant.

6) Attachments:

A. Service Provider agreement

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT
PROFESSIONAL ENVIRONMENTAL SERVICES**

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20____, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Haley & Aldrich, Inc., a Delaware corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”). SERVICE PROVIDER will perform in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances (“Standard of Care”).

2. TERM.

The Project shall begin no earlier than May 8th, 2024, and shall be completed no later than September 30th, 2027. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY. Upon Termination, SERVICE PROVIDER shall be paid in accordance with Article 4, below, for all Services appropriately rendered up to the date of Termination.

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed Five Hundred Thousand Dollars (\$500,000.00) as reflected in Exhibit A.

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

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

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods have been provided and the third party has been paid within fifteen (15) days of payment for those goods or services by the CITY.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

related projects.

7. HOLD HARMLESS INDEMNIFICATION.

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

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

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

8. INSURANCE.

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

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

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

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$1,000,000 per claim, and \$1,000,000 policy aggregate limit.

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

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

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

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

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement. Any reuse or modification of SERVICE PROVIDER's and/or its subconsultants work product without SERVICE PROVIDER's written authorization

and/or adaption for the specific purpose intended shall be at the sole risk of the CITY and without liability to SERVICE PROVIDER.

10. COMPLIANCE WITH LAWS.

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

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

C. The Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Consultant shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Failure by the Brownfields Professional Services Agreement Page | 4 Consultant to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

D. By accepting an award of Brownfields funds, Consultant agrees to comply with all state and federal laws, rules, and regulations related to the Brownfields program. Consultant shall be in compliance with all applicable provisions of state and federal law pertaining to brownfields assessment grants, including CERCLA and the regulations contained in 40 CFR Part 300, 42 USCA 9601 et. seq., and all applicable EPA assistance regulations (40 CFR Part 31 for governmental entities or 40 CFR Part 30 for nonprofit organizations), and shall aid the City in ensuring that all projects protect public health and the environment.

E. Consultant agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally-funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled

"Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.

F. Consultant shall comply with all Federal cross-cutting requirements including, but not limited to, OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended; Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 3701-3708); the Anti-Kickback Act (40 USC 276c); the Federal Fair Labor Standards Act; the Hatch Act; and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

G. For any construction work Contractor will conduct work in accordance with the DavisBacon Act of 1931 (40 USC 276a-276a-5 and 42 U.S.C. 3222).

H. Consultant shall comply with requirements found at 40 CFR Part 33 which require the Consultant undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. Consultant shall, upon completion of any work order, complete and submit to the City Part II of EPA Form 5700-52A relevant to said work order.

I. Consultant agrees to comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).”

J. This Agreement is subject to 31 USC 1352; 15 CFR Part 28; and 40 CFR Part 34. These provisions prohibit Consultant from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Loan. 40 CFR 34.100(a) states: “No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Exhibit “C” attesting to compliance with the referenced provisions must be signed by Consultant’s lead principal on behalf of Consultant and thereby be incorporated in this agreement.

K. The Consultant affirmatively avers that the Consultant and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The Consultant and all principals shall comply with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' responsibilities, 29 C.F.R. 98.510 (1990).

L. Consultant shall not award any subcontracts or permit any award of a subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." While evaluating potential subcontractors, the Consultant must consult the most current "List of Parties Excluded from Federal Procurement or Non procurement Programs" to ensure that the potential subcontractors and all principals are not prohibited from participation in assistance programs.

M. Consultant agrees to clearly reference EPA investments in the project during any public outreach, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

N. If any document, fact sheet, and/or web material are developed as part of this project, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of the EPA."

O. If a sign is developed as part of this project, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be Brownfields Professional Services Agreement Page | 6 used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <http://www.epa.gov/ogd/tc.htm>.

P. The Consultant agrees to use recycled paper to the extent required by the EPA Order No. 100.25 dated January 24, 1990. Consultant agrees to use recycled paper for all reports which are prepared as a part of this Loan Agreement and delivered to the City or EPA.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. “

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. “Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

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

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the

domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "D".

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

B. The City may amend or extend the agreement beyond the initial

SERVICE PROVIDER AGREEMENT – Professional Environmental Services - Page 10 of 14

term to accommodate the terms and conditions of current or future state and federal grant awards within a four-year period from the commencement of the initial term provided a market survey conducted by the City indicates that the prices the contractor proposes are reasonable.

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

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

CITY:

CITY OF TUMWATER

555 Israel Road SW

Tumwater, WA 98501

Debbie Sullivan
Mayor

ATTEST:

Melody Valiant, City Clerk
APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney
SERVICE PROVIDER:

UBI No. 602-563-246
Phone No. 253-320-5378

Signature (Notarized, see below)
Printed Name:
Title:

Notary Required for Service Provider Only
STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

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

Exhibit “A” Approach, Timeline, and Budget

Key Assumptions:

- The Brewery District is comprised of the former Olympia Brewery property (100 Custer Way, Tumwater, WA) and the adjoining warehouse property (4090 Capitol Blvd SE, Tumwater, WA). The Washington State Department of Transportation (WSDOT) Facility is located at 5720 Capitol Blvd SE, Tumwater, WA.
- The Capitol Boulevard Corridor spans the length from the former Olympia Brewery to the WSDOT Facility property and is preliminarily estimated to be approximately 1.4-miles long.
- All work is to be completed by June 30, 2025.
- The tasks outlined for the initial work for the Brewery District and the Capitol Boulevard Corridor has a not-to-exceed budget of \$253,000; budget entries are strictly labor estimates based on rates ranging from \$100 to \$310 per hour.
- The initial tasks will require engagement with peer entities and stakeholders to establish agreed-upon assumptions, expectations, and/or goals.
- With the exception of per- and polyfluoroalkyl substances (PFAS) analysis, all laboratory analyses for the Phase II Environmental Site Assessments (ESAs) will be submitted for laboratory analysis on a standard 7 to 10 business days turnaround time.
- The laboratory analysis turnaround time for PFAS soil and groundwater samples is estimated to be six to eight weeks. The assumed laboratory analysis cost for each PFAS sample is \$500 per sample. A total of two soil and two groundwater samples are proposed for the former Olympia Brewery property.
- If the laboratory analysis of soil and/or groundwater samples for hydrocarbon identification (HCID) indicate a detection of hydrocarbon in the gasoline-, diesel, and/or heavy oil-range total petroleum hydrocarbons (TPHs), then additional laboratory analysis for that specific TPH will be conducted.
- The generated investigation-derived-waste (IDW), comprised of soil cuttings and purged water, will be stored at the former Olympia Brewery property. Due to the preliminary estimate of the subsurface investigation, the estimated cost for the pick-up and disposal of the IDW is not included.
- Additional work activities beyond the initial scope must be approved in writing by the City Administrator and the contractor prior to commencement of work.

Task	Notes	Timeline	Budget
Task 1: Project Administration	Implement as scoped in Request for Proposal. Assume one meeting and	May 2024 – Jun 2025	\$5,000

SERVICE PROVIDER AGREEMENT
ENVIRONMENTAL SERVICES FOR BREWERY DISTRICT & CAPITOL BOULEVARD CORRIDOR

	regular phone/email contact in addition to Kick-Off Meeting/Workshop.		
Task 2: Prepare and Facilitate City Kick-Off Meeting/Workshop	<p>Review background material, City plans (Brewery District Plan, Capitol Boulevard Corridor Plan), and summarize grant requirements (EPA Brownfield and Ecology Integrate Planning Grant [IPG]) to prepare for the City Kick-Off Meeting/Workshop. Develop workshop handouts and facilitation materials. Attend pre- and post-workshop meetings with selected Haley & Aldrich teaming partners. Conduct a field site reconnaissance of the former Olympia Brewery, adjoining warehouse property, and WSDOT Facility.</p> <p>Attend and facilitate the City Kick-Off Meeting/Workshop. Discuss initial priorities and articulate what success looks like for the City brownfield assessment and integrative planning in the Brewery District and Capitol Corridor Boulevard.</p>	May – Dec 2024	\$30,500
Task 3: Post-Workshop Planning Summary Memo and Early Planning for Public Engagement	<p>Identify specific planning activities for next scope of services including early planning work for the IPG, community engagement for the redevelopment of the former WSDOT Olympic Region Headquarters, prioritization and market real estate analysis, and a communications, outreach, and engagement plan.</p> <p>Coordinate with the City's communications program to understand the City's needs, processes, communication channels, deadlines, and outreach landscape as well as conduct a media scan specific to the project properties. Develop an initial public engagement plan that is tailored for the community and will achieve project goals.</p>	May 2024 – March 2025	\$15,000

Task 4: Phase II ESAs - Former Olympia Brewery Property and Warehouse Property	Conduct Phase II ESAs at the former Olympia Brewery and adjoining warehouse property. Evaluate the subsurface conditions (soil and groundwater). Evaluate the potential for historical operations at these properties to adversely impact the properties. Evaluate whether residual contamination remains at both properties due to the historical transformer oil spill at the former Olympia Brewery property and storage of transformer poles at the warehouse property. Investigate the identified recognized environmental conditions for both properties.	May 2024 – March 2025	\$110,000
Task 5: Conduct Sites Inventory	Develop an inventory of brownfields known or suspected brownfield properties in the Brewery District. Include available information related to known contamination or suspected contamination and other key information to support the evaluation of the properties for redevelopment. Obtain a customized database report for the Capitol Corridor Boulevard to provide regulatory data for listed sites and suspected contaminated properties along and/or adjacent to the Capitol Corridor Boulevard section to aid in our evaluation of the potential environmental concerns for properties along this section. Conduct a drive-by evaluation of the Capitol Boulevard Corridor. Conduct data analysis of the collective findings from the gathered resources provided by the customized database report. Create and provide an online viewing platform and dashboard to help the City with the prioritization of redevelopment of brownfield properties.	May 2024 – June 2025	\$43,000

Task 6: Prepare Story Boards	Prepare a set of three to four large-format illustrative boards synthesizing information from existing plans, data, and grant requirements. Include a base map of the properties associated with the Old Brewery, the warehouse, and WSDOT facility properties, visioning for the properties completed to date, and known environmental issues, contamination, and other elements of potential interest. Utilize the boards during discussions with City and project stakeholders. Organize information on the Boards to facilitate discussions among City stakeholders during the City Kick-Off Workshop and other meetings.	May 2024 – June 2025	\$17,000
Task 7: Project Management	Discuss and coordinate task logistics with the City. Provide regular reporting and progress reports, as required by EPA and Ecology. Attend meetings, as needed, with the City, EPA, and Ecology.	May 2024 – June 2025	\$15,000
Task 8: Project Planning & Grants Funding Planning	Conduct overall project planning. Coordinate with the City to outline a planning framework and outline steps needed to develop a planned action EIS. Prepare and position the City for future grant opportunities.	May 2024 – June 2025	\$15,000
Task 9: Reimbursable Expenses	Minimum expenses anticipated. No food or lodging charges.	May 2024 – Jun 2025	\$2,500
Task 10: Reserve Budget	Set aside the remaining funds for future additional tasks for the Brewery District and Capitol Boulevard Corridor. The remaining funds from the EPA Brownfield Community-Wide Assessment Grant can be accessed through mutual agreement with the City.		\$247,000

Total Budget: Not to exceed \$500,000.

SERVICE PROVIDER AGREEMENT
ENVIRONMENTAL SERVICES FOR BREWERY DISTRICT & CAPITOL BOULEVARD CORRIDOR

SERVICE PROVIDER RETIREMENT STATUS FORM

Complete this form for each owner, and each employee, independent contractor or person providing service to the City of Tumwater.

I have retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

☐ Yes

☐ No

I verify the information above is true and correct.

Name of Owner, Employee, Independent Contractor or Person: (Please print)	Social Security Number (If answering "yes" above)
Signature	Date



**United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460**

OMB Control No. 2016-0006
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

Chapter 3.46

CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

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

3.46.020 Nondiscrimination in benefits.

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

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

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

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

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

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

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

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

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

3.46.030 Limitations.

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

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

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

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

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

3.46.050 Appeals.

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

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

3.46.060 Effective date.

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

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

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: April 23, 2024
SUBJECT: Ordinance O2024-002 Budget Amendment No. 2

1) Recommended Action:

Place Ordinance No. O2024-002, Budget Amendment No. 1 on the May 7, 2024, City Council meeting to conduct a public hearing with a recommendation to adopt the Ordinance.

2) Background:

This amendment accomplishes two primary things. First, it takes an interim step to fix some of the most significant salary compression issues. Second, it fixes an issue with revenue and expenditures for the Sewer Fund related to charges from LOTT.

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

4) Alternatives:

☐ Do not approve the budget amendment.

5) Fiscal Notes:

This amendment adds \$4.9 million in revenue and \$4.5 million in expenditures.

6) Attachments:

- A. Attachment A – Ordinance O2024-002
- B. Exhibit A – 2023-2024 Budget Amendment No. 2
- C. Exhibit B – Salary Schedule

ORDINANCE NO. O2024-002

AN ORDINANCE of the City Council of the City of Tumwater, Washington amending the 2023-2024 City of Tumwater Biennial Budget for the 2023-2024 calendar years, amending Ordinance O2022-028 and O2023-015, as more particularly described herein.

WHEREAS, the City of Tumwater adopted Ordinance O2010-011 on May 18, 2010 electing to have a two-year fiscal biennium budget in lieu of the annual budget; and

WHEREAS, the City Council approved O2022-028, adopting the biennial budget for the fiscal period 2023-2024, on December 6, 2022; and

WHEREAS, the City Council adopted Ordinance O2023-015, amending the biennial budget for the fiscal period 2023-2024, on November 21, 2023; and

WHEREAS, Budget Amendments were presented and discussed at the City Council Worksession meeting on April 23, 2024; and

WHEREAS, salary adjustments for various staff positions within the City of Tumwater are needed in order to maintain competitive market levels and retain staff; and

WHEREAS, numerous other adjustments to the biennial budget are necessary to recognize updated revenue projections and adjust appropriations for various City funds.

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

Section 1. Amendment. Section 2 of Ordinance No. O2022-028, adopted December 6, 2022, and amended by Ordinance No. O2023-015, adopted November 21, 2023, is hereby further amended as follows:

The fund levels restated include the estimated resources, fund balances or working capital for each separate fund of the City of Tumwater, and aggregate totals for all such funds combined for the 2023-2024 biennium are set forth in Exhibit "A", and are hereby appropriated for expenditure at the fund level during the 2023-2024 biennium.

Section 2. Salary Schedule. The Salary Schedule, as set forth in Exhibit "B," is hereby adopted.

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

Section 4. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective Date. This ordinance shall take effect five days after passage, approval and publication.

ADOPTED this 7th Day of May 2024.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

2nd Amendment

CITY OF TUMWATER

Proposed 2023-2024 Budget Changes
All Fund Summary

Exhibit A

FUNDS BY TYPE		Change in Fund Balance [1]	+	New Revenues	=	Total New Resources	-	New Expenditures	=	Change in Ending Fund Balance	Appropriation Incr (Decr)												
<u>General Fund</u>																							
001	General Government	\$	-	\$	102,052	\$	102,052	\$	308,717	\$	(206,665)	\$	102,052										
002	Public Safety Reserve		-		-		-		-		-		-										
007	Permit Reserve		-		-		-		-		-		-										
008	Emergency Reserve		-		-		-		-		-		-										
009	Facilities Reserve Fund		-		-		-		-		-		-										
012	Recreation Special Programs		-		30,000		30,000		30,000		-		30,000										
015	Parks Board		-		-		-		-		-		-										
016	E-Link & Fiberoptics		-		-		-		-		-		-										
017	Historical Commission		-		-		-		-		-		-										
018	K-9		-		-		-		-		-		-										
019	US Flag Recognition Fund (new)		-		-		-		-		-		-										
TOTAL GENERAL FUND AS BUDGETED			-		132,052		132,052		338,717		(206,665)		132,052										
												-											
<u>Special Revenue Funds</u>																							
105	Affordable Housing Sales Tax Fund (new)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-										
107	Domestic Violence Prevention Fund		-		-		-		-		-		-										
108	Drug & Other Seizure Fund		-		-		-		15,000		(15,000)		-										
109	Lodging Tax Fund		-		28,280		28,280		161,000		(132,720)		28,280										
111	Development Fees Fund		-		-		-		-		-		-										
120	Barnes Lake Management District Fund		-		-		-		-		-		-										
130	Tumwater Transportation Benefit District		-		-		-		-		-		-										
<u>Debt Service Funds</u>																							
200	General Obligation Debt Service Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-										
<u>Capital Project Funds</u>																							
303	General Government CFP Fund	\$	-	\$	120,000	\$	120,000	\$	-	\$	120,000	\$	120,000										
304	Transportation CFP Fund		-		-		-		-		-		-										
<u>Proprietary Funds</u>																							
400	Water Utility Fund	\$	-	\$	-	\$	-	\$	49,663	\$	(49,663)	\$	-										
401	Sewer Utility Fund		-		4,617,725		4,617,725		3,795,972		821,753		4,617,725										
411	Storm Utility Fund		-		-		-		144,702		(144,702)		-										
480	Golf Course Fund		-		-		-		-		-		-										
<u>Internal Service Funds</u>																							
501	Fleet ER & R Fund	\$	-		40,000	\$	40,000	\$	40,000	\$	-	\$	40,000										
502	IT ER & R Fund		-		-		-		-		-		-										
GRAND TOTAL												\$	-	\$	4,938,057	\$	4,938,057	\$	4,545,054	\$	393,003	\$	4,938,057

2024 Classification and Pay Schedule				
Minimum Wage: \$16.28 Hourly			Exhibit B	
Position	Active Job Classes	Grade	Minimum	Maximum
101	City Administrator	88	14005	17066
113	Executive Assistant	52	5758	7014
142	Communications Manager	66	8135	9911
149	Community Engagement Specialist	50	5481	6677
107	Department Assistant III	45	4845	5903
108	Department Assistant II	41	4390	5347
109	Department Assistant I	34	3693	4497
112	Administrative Assistant	50	5481	6677
102	City Attorney	83	12380	15084
148	Legal Assistant	50	5481	6677
103	Administrative Services Director	80	11494	14005
104	Human Resources Analyst	57	6514	7938
106	HR Program Manager	62	7368	8981
117	City Clerk	57	6514	7938
	Deputy City Clerk	52	5758	7014
146	Records Clerk	41	4390	5347
110	Assistant City Attorney	70	8981	10942
360	Information Technology Manager	72	9434	11494
362	Network Administrator	59	6845	8337
372	Business Analyst	54	6049	7368
368	Applications Analyst	50	5481	6677
370	Senior Information Technology Specialist	54	6049	7368
371	ERP Implementation Manager	66	8135	9911
115	Finance Director	80	11494	14005
116	Assistant Finance Director	72	9434	11494
118	Accountant	54	6049	7368
119	Payroll Officer	52	5758	7014
120	Accounting/Utility Billing Supervisor	57	6514	7938
121	Accounting Assistant I	44	4727	5758
152	Accounting Assistant II	45	4845	5903
124	Accounting Technician	46	4967	6049
144	Senior Accountant	62	7368	8981
227	Community Development Director	80	11494	14005
229	Permit Manager	66	8135	9911
234	Senior Planner	60	7014	8547
153	Assistant Planner	51	5619	6845
231	Associate Planner	54	6049	7368
235	Planning Manager	66	8135	9911
237	Permit/Planning Technician	46	4967	6049
150	Economic Development Manager	66	8135	9911
401	Building and Fire Safety Official	66	7822	9530
403	Building and Fire Safety Plans Examiner	55	6202	7551
405	Building/Fire Safety Inspector	53	5903	7187
240	Parks and Recreation Director	78	10942	13332
241	Recreation Supervisor	57	6514	7938
242	Recreation Coordinator	49	5347	6514
243	Recreation and Marketing Specialist	50	5481	6677
244	Recreation Manager	62	7368	8981
250	Golf Operations Manager	62	7368	8981
252	Golf Course Superintendent	52	5758	7014

was 41

was 49

2024 Classification and Pay Schedule				
Minimum Wage: \$16.28 Hourly		Exhibit B		
Position	Active Job Classes	Grade	Minimum	Maximum
254	Golf Maintenance Worker II	43	4608	5619
256	Golf Operations Coordinator	40	4280	5216
317	Parks & Facilities Manager	66	8135	9911
319	Parks Maintenance Worker II	43	4608	5619
320	Parks Maintenance Supervisor	54	6049	7368
321	Equipment Repair Technician	45	4845	5903
322	Building Maintenance Supervisor	54	6049	7368
323	Parks Maintenance Lead	45	4845	5903
324	Parks Maintenance Worker I	40	4280	5216
326	Building Maintenance Worker II	46	4967	6049
132	Volunteer Coordinator	48	5216	6360
258	Arts Specialist	50	5481	6677
373	Golf Operations Supervisor	50	5481	6677
200	Senior Engineer	70	8981	10942
242	Engineering Services Manager	76	10411	12687
209	Engineer III	69	8761	10671
210	Transportation & Engineering Director	80	11494	14005
211	Engineer II	64	7742	9434
212	Engineer I	58	6677	8135
217	Engineering Tech III	50	5481	6677
215	Engineering Tech IV	56	6360	7742
216	Senior Inspector	58	6677	8135
258	GIS Analyst	54	6049	7368
221	GIS Program Coordinator	56	6360	7742
223	Transportation Manager	76	10411	12687
226	Transportation Operations Manager	66	8135	9911
342	Traffic Signal and Streetlight Tech II	Per Contract		
345	Fleet Technician I	Per Contract		
374	Fleet Technician II	Per Contract		
218	Water Resources & Sustainability Director	78	10942	13332
214	Water Resources Specialist	54	6049	7368
	Senior Water Resources Specialist	62	7368	8981
225	Utilities Operations Manager	66	8135	9911
408	Inspector - Stormwater	50	5481	6677
257	Sustainability Coordinator	54	6049	7368
208	Water Resources Program Manager	66	8135	9911
351	Maintenance Tech I	Per Contract		
352	Maintenance Tech II	Per Contract		
353	Maintenance Tech III	Per Contract		
344	Electrician II	Per Contract		
349	Field Crew Lead	Per Contract		
409	Police Chief	83	12380	15084
410	Police Commander	82	12078	14715
413	Police Lieutenant	Per Contract		
414	Police Sergeant	Per Contract		
415	Police Officer	Per Contract		
416	Police Evidence Technician	48	5216	6360
133	Police Administrative Manager	66	8135	9911
140	Police Services Specialist I	45	4845	5903
141	Police Services Specialist II	50	5481	6677

was 72

was 72

was 78

2024 Classification and Pay Schedule				
Minimum Wage: \$16.28 Hourly			Exhibit B	
Position	Active Job Classes	Grade	Minimum	Maximum
417	Police Management Analyst	53	5903	7187
431	Fire Chief	82	12078	14715
433	Assistant Fire Chief	82	12078	14715
435	Battalion Chief	Per Contract		
437	Paramedic Lieutenant	Per Contract		
438	Fire Training Lieutenant	Per Contract		
439	Fire Lieutenant	Per Contract		
440	Fire Prevention Officer I	Per Contract		
441	Paramedic Firefighter	Per Contract		
442	Firefighter	Per Contract		
444	Medical Services Officer and BC	Per Contract		
445	Fire Prevention Officer II	Per Contract		

was 78

Note: Turnover and recruitments may shift individual classification headcount through 2024. For example, some job families such as department assistant or engineer may shift as business needs dictate. However, the overall headcount will not increase without council approval.