



CITY OF
TUMWATER

**CITY COUNCIL AMENDED
MEETING AGENDA**

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

**Tuesday, November 19, 2024
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: GIS Day, November 20, 2024
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council, November 4, 2024
 - [b.](#) Payment of Vouchers (Finance Department)
 - [c.](#) Ordinance No. O2024-006, Ad Valorem for Regular Property Taxes for the Fiscal Year 2025 (Finance Department)
 - [d.](#) Ordinance No. O2024-010 Amending Tumwater Municipal Code 2.06 and Tumwater Municipal Code 2.10 Relating to Administration and Personnel Creating a New Department to be Entitled the Information Technology Department (Executive Department)
 - [e.](#) Interlocal Agreement with Cities of Lacey, Olympia and Yelm for Accessory Dwelling Unit Plans (General Government Committee)
 - [f.](#) Interagency Agreement with Washington Department of Commerce for Tumwater Fire Stations Solar + Storage Feasibility (Public Works Committee)
 - [g.](#) Grant from the Dept of Ecology for the Golf Course Stormwater Retrofit Project Amendment 2 (Public Works Committee)
 - [h.](#) Interlocal Agreement with City of Olympia for Mark Noble Regional Training Center (Public Health & Safety Committee)
 - [i.](#) Interlocal Agreement with City of Olympia for FDCARES Program (Public Health & Safety Committee)
 - [j.](#) Acceptance of Work with Sound Pacific Construction for the 2022 Pedestrian Improvements project (Public Works Committee)

- [k.](#) Acceptance of Work with Miles Resources, LLC. for the 2023 Pavement Maintenance project (Public Works Committee)
- [l.](#) Old Hwy 99 & 79th Ave Roundabout Schedule 74 Underground Conversion Design Agreement with Puget Sound Energy (Public Works Committee)
- [m.](#) Bargaining Agreement between the City of Tumwater and the International Association of Firefighters Local No. 2409 encompassing January 1, 2025, through December 31, 2027 (Administrative Services Department)
- [n.](#) Advisory Board Appointment of Alex Chacon to the Tree Board (Executive Department)

7. Public Hearings:

- [a.](#) Ordinance O2024-007, 2025-2026 Biennial Budget (Finance Department)

8. Council Considerations:

- [a.](#) Ordinance O2024-009 Amending TMC 3.28.040 imposing utility taxes on water, sewer and stormwater utilities (Finance Department)
- [b.](#) Percival Creek Fish Barrier Removal Project, construction road closure (Public Works Committee)

9. Committee Reports

- a. Public Health and Safety Committee (Peter Agabi)
- b. General Government Committee (Michael Althausen)
- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Debbie Sullivan)

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Executive Session:

- a. Collective Bargaining pursuant to RCW 42.30.140(4)(b)
- b. Potential Litigation pursuant to RCW 42.30.110(1)(i)

13. Any Other Business

14. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 897 5096 5655 and Passcode 218726.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 897 5096 5655 and Passcode 218726.

Public and Written Comment

Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

https://us02web.zoom.us/webinar/register/WN_dyU8-Xh5T4GpSLzn4lbnwQ

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

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

Post Meeting

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

Accommodations

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

Proclamation

WHEREAS, the City of Tumwater recognizes that an understanding, use, and application of geospatial technology is crucial to operating our infrastructure, sustaining our natural resources, and stimulating economic growth, thus, benefitting the welfare of the general public throughout the South Puget Sound region; and

WHEREAS, geographic information systems (GIS) technology allows us to see and model complex relationships and patterns to more intelligently respond; and

WHEREAS, there is a need to promote GIS awareness, education, and technical training to use this rapidly developing technology to its full potential; and

WHEREAS, the City of Tumwater acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our residents; and

WHEREAS, to recognize and support the efforts of partners who work on activities to improve environmental sustainability, human services, and various humanitarian efforts to better our world; and

WHEREAS, having a day of GIS activities open to staff, government leaders and the community will help promote spatial thinking and a better understanding of the use of these decision-making tools; and

WHEREAS, the City of Tumwater is committed to utilizing GIS to inform decision-making and better serve its residents and make useful geographic information open and easily available to the community as a platform for innovation;

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

November 20, 2024

GIS Day

and I call upon the people of the City of Tumwater to learn about the GIS applications and data available on our website, and encourage geospatial education in our community.

Signed in the City of Tumwater, Washington, this 19th day of November in the year, two thousand twenty-four.



Debbie Sullivan

Debbie Sullivan
Mayor

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MINUTES OF HYBRID MEETING
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CONVENE: 7:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althaus, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, and Kelly Von Holtz

Excused: Councilmember Joan Cathey.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Police Chief Jon Weiks, Fire Chief Brian Hurley, Community Development Department Director Michael Matlock, Transportation & Engineering Department Director Brandon Hicks, Water Resources & Sustainability Department Director Dan Smith, Parks and Recreation Department Director Chuck Denney, Assistant Finance Director Shelly Carter, IT Manager Lance Inman, Police Commander Jay Mason, Communications Manager Jason Wettstein, City Clerk Melody Valiant, and Deputy City Clerk Tracie Core.

SPECIAL ITEMS:

**PROCLAMATION:
AMERICAN INDIAN
HERITAGE MONTH,
NOVEMBER 2024:** Councilmember Agabi read a proclamation declaring *November 2024 American Indian Heritage Month*. The proclamation encourages people to celebrate the rich cultures of indigenous people, honor their sacrifices, acknowledge the unique challenges Native people face, historically and in the present, and recognize their continued significance in the community.

Mayor Sullivan presented the proclamation to several tribal members representing the Squaxin Island Indian Tribal Council.

Tribal Council Chair Kris Peters, Tribal Council Vice Chair Jaimie Cruz, Tribal Council Secretary Jim Peters, and Tribal Council Member Jeremie Walls accepted the proclamation on behalf of the Squaxin Indian Tribe and thanked the Mayor and the Council for the recognition of the tribe and its contributions to the community.

**PROCLAMATION:
NATIONAL
VETERANS AND
MILITARY
FAMILIES MONTH,
NOVEMBER 2024:** Councilmember Jefferson read a proclamation declaring *November 2024 National Veterans and Military Families Month*. The proclamation encourages people to recognize and support veterans and military families, who embody strength, resilience, courage, and whose experiences enrich the community.

PUBLIC COMMENT: **Pamela Hansen, P.O. Box 14521, Tumwater**, reported that Thurston Community Media, Channel 22, is broadcasting the November 5, 2024

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general election live. Ms. Hansen spoke to the proposed consideration of the City’s Fee Schedule and the proposed changes in fees. Because of the numerous changes, the proposal should have been advertised because of the increase in fees for water, sewer, storm drain, and utility tax. More discussion could have been offered to receive feedback. The proposed resolution should have been added as a public hearing. She asked for information on the justification of the proposed fees that would more closely align with the fees charged by the City of Olympia and City of Lacey. She cited the 93rd Avenue Interchange Study and asked that the study consider the presence of standing water in the area of the study.

Dave Nicandri congratulated the City on the completion of the Israel Road improvement project.

**CONSENT
CALENDAR:**

- Approval of Minutes: City Council Work Session, October 8, 2024
- Approval of Minutes: City Council, October 15, 2024
- Approval of Minutes: City Council Work Session, October 22, 2024
- Payment of Vouchers
- 93rd Avenue Interchange Study Consultant Agreement with Shea Carr & Jewell, Inc.
- Capital Area Regional Public Facilities District Board of Directors Appointment of Troy Kirby (CAR-PFD)
- Advisory Board Appointment of Pat Schneider to the Civil Service Commission

MOTION:

Councilmember Althausser moved, seconded by Councilmember Dahlhoff, to approve the consent calendar as published. A voice vote approved the motion unanimously.

PUBLIC HEARINGS:

**ORDINANCE NO.
O2024-007, 2025-2026
PROPOSED BUDGET:**

Director Niemeyer reviewed the City’s annual biennium budget process initiated during the Council’s retreat in January 2024.

Challenges facing the City include many years of growth, an increase in population, increasing demand for public services, inflation, limited revenue growth because of the 1% cap on property tax, and staff turnover. An increase in property tax is limited because of a citizen initiative passed in the early 2000s. Prior to the initiative, cities were able to increase property tax annually up to 6%. New construction in the City increased property tax revenue to the City. However, despite increased revenue from new construction, the City is not able to keep pace with inflation.

Budget priorities during the next biennium focus on increasing non-represented employee salaries to a competitive level, adding employees, adding space, and improving security at City Hall.

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Director Niemeyer shared a graphic representing the difference in salaries between union and non-union employees. The information does not include special pay, overtime, or assignment pay. Because of the growth in population in the City, the budget adds more positions to address demand for services, new state requirements and standards, and unfunded mandates.

The City has much deferred maintenance. Director Niemeyer shared examples of buildings requiring new siding, a new roof, or upgrades within the interior. Based on growth of positions in the City to address population growth, more space is required to accommodate employees. The proposed budget includes additional space to accommodate new programs and staff, as well as security enhancements to City Hall as recommended by a recently completed Homeland Security audit.

During the last Council budget workshop, budget expenditures were more than revenues by approximately \$10.2 million. At that time, staff committed to balancing the budget. The proposed budget reflects an overrun reduced to \$6.8 million requiring the use of reserves to balance the budget. During the budget preparation process, staff identified overall needs. All needs of the City are approximately \$30 million more than available revenue. Subsequently, staff worked to reduce the amount to \$20 million. Further reductions decreased the deficit to \$10.2 million as reflected in the Mayor's proposed budget. The deficit has since been reduced to \$6.8 million.

Director Niemeyer identified some of the larger items included in the proposed budget:

- Body-worn cameras for police officers plus new positions to implement the program, hardware costs, and increased wages to guild members wearing body-worn cameras totaling \$1.1 million
- New Medic One unit assigned to Tumwater Fire Station T-2 costing \$2.5 million with revenue reimbursements from Medic One of \$2 million resulting in a net increase to the City's general fund of approximately \$512,000

Most general fund revenue is typically from property tax and sales tax, respectively. During the next biennium, general fund revenue will be primarily from sales tax followed by property tax, reflecting the long-term effect of the 1% cap on property tax. Sales tax will be the City's largest source of revenue; however, sales tax is volatile because it is subject to fluctuations in the economy. Other revenue sources are Business and Occupation tax and intergovernmental contracts and grants.

Councilmember Jefferson inquired as to whether the state increases the

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sales tax or if the City has any discretion to increase the sales tax rate. Director Niemeyer advised that the City has some limited ability to raise the sales tax rate.

Director Niemeyer reported salaries and benefits represent the largest expenditures in the budget followed by other charges and services. By department, police and fire represent nearly 50% of the general fund followed by Parks at 12/9%, and Transportation and Engineering at 10.4%.

Director Niemeyer displayed a graphic representing the City's financial performance measure. The graph includes a revenue line and an expenditure line. Due to the limit on property tax, a structural deficit occurs over time with revenues unable to keep pace with expenditures. The City ends each biennium with an ending fund balance that must include a minimum required reserve. When the lines intersect as depicted occurring in 2028, the City will reach the financial "cliff." Staff monitors the amount closely and invests smartly in the future to forestall intersecting lines in the future. In 2022, the line intersected in 2026, which reflects a successful extension to 2028.

Business operating funds are considered utilities (water, sewer, and stormwater) and the golf course. Capital project funds include General Government and Transportation Capital Facilities Plans (CFPs). The proposed budget for expenditures to date is \$428 million, to include ending reserves.

The Council is scheduled to conduct another budget workshop on November 12, 2024 followed by a second public hearing on November 19, 2024.

Councilmember Swarthout asked about receiving the documents identifying the reduction in expenditures from \$10.2 million to \$6.8 million. Director Niemeyer advised that the information on expenditure reductions would be shared at the Council's next budget workshop. Following adoption of the final budget, all information will be included in the final budget document as well.

Councilmember Dahlhoff questioned the basis for conducting a public hearing on the budget when the Council has not received a budget. Director Niemeyer said the Council received a proposed budget, which was also posted on the City's website. Councilmember Dahlhoff thanked him for the clarification while adding that when a budget reflects a 100% increase in utility tax, the question is what the increase is intending to solve because the budget should reflect each department's expenses and revenues to justify reasons for an increase, such as inflation, projects, or

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staffing. The 63-page budget document did not include that detail.

City Administrator Parks explained that staff will be providing additional information at the next budget workshop. Staff is following the same format as in previous years other than this budget process has experienced some delays as the City continues to transition from one financial reporting system to a new system creating difficulties in tracking finances, as well as in the budgeting process this year. Although, the steps in the process are similar to previous budget processes, one change in the process was not providing the Council with a budget binder containing all department schedules. The schedules are available for dissemination to the Council. The schedules reflect a \$10.2 million deficit. Rather than undergoing another laborious process of compiling and printing information, staff did not provide information reflecting the reduction in the deficit to \$6.8 million because of ongoing efforts to identify other savings to avoid using as much ending fund balance as possible. Documentation on the final savings will be provided to the Council at that time.

Councilmember Dahlhoff responded that the challenge is conducting a public hearing with no proposed budget for the public or for the Council to review. She asked for a delay in approving the budget until December to enable more time to review budget documentation.

Director Niemeyer added that more information will be forthcoming during the Council's discussion and consideration of the proposed fee resolution. The discussion includes the proposed increase in utility tax.

Councilmember Dahlhoff replied that at the last Council budget workshop, staff explained that the proposal would increase the utility tax 100%. She would like numbers reflecting current needs, projected needs, and the problem the City is attempting to solve and why it equates to a 100% increase in utility tax because she is not convinced and is not in support of the proposal. Her goal is supporting the budget and moving forward while ensuring she has the information on the problems that are to be solved and what it equates to in terms of utility tax and why the proposal is for a 100% increase. She would like to be in a position to explain to constituents why utility tax is proposed for a 100% increase.

Director Niemeyer noted that the proposed utility tax increase is from 6% to 12%.

Councilmember Jefferson emphasized the importance of sharing the data graphically to justify the increase.

Mayor Sullivan advised that the Council and the public will receive additional information during consideration of Resolution No. R2024-

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017, 2025 Fee Schedule later in the meeting. She acknowledged the difference in the budget process than in previous budget cycles. It is a matter of identifying a balance because in the past providing the Council with a 3-inch budget binder was overwhelming with information constantly changing throughout the budgeting process creating sections with different versions.

Councilmember Dahlhoff conveyed appreciation for streamlining the process while acknowledging the challenges associated with a loss of transparency. She has been unable to answer questions from constituents. She acknowledged the new process while recognizing that it is November affording insufficient time to review and understand the information to answer questions appropriately.

City Administrator Parks encouraged the Council to engage in a robust conversation with questions at the next budget workshop. The information provided to the Council was produced from the new financial system reflecting summaries of collapsed line items by department and by fund. She offered to follow-up with staff to determine if more detail could be provided. Staff could provide a 3-inch budget binder with all schedules lacking accurate approvals. Staff can email or upload the documentation to the website with the acknowledgement that the information is not accurate and is a draft version.

Councilmember Agabi suggested it would be beneficial to cite the monthly bill to an average ratepayer today and the monthly bill after the increase.

Mayor Sullivan opened the public hearing at 7:50 p.m.

**PUBLIC
TESTIMONY:**

Pamela Hansen, P.O. Box 14521, Tumwater, summed up the budget in three words: deficit, overspending, and efficiencies, which summarizes the conversation and all activities occurring in previous years. She has one of the 3-inch budget binders and understands all pages in the binder. During the first Comprehensive Plan public hearing, she testified in addition to former Mayors Ralph Osgood and Pete Kmet. At that time, she and Mayor Osgood reported to the same person at the Department of Revenue. Continually, Ralph Osgood went one way as the budget manager and she went another way by scheduling meetings, data entry, and learning everything by attending meetings with other department staff to manage the budget of the state. In terms of FTEs that have left the City, funding is available to fill positions. Each month, a budget report should be submitted by each department. As a supervisor at the Department of Revenue Property Tax Division she was responsible for her work and reported to the assistant director. A budget conversation without documentation other than a summary that includes an additional \$2 million transferred to the golf course is reflective of the golf course

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not generating sufficient revenue. Taxpayers continue to pay for the golf course of more than \$500,000 each year. It took some effort to locate the amount in the three-inch budget document. She is also curious as to whether the loan from the transportation fund to pay for the brewhouse would be paid back to the transportation fund.

Dave Nicandri, 505 4th Avenue SW, Tumwater, recalled the time he was on the Council in the 1970s, when the budget was not prepared until December. He offered some feedback on the present circumstances of the Historic Preservation Commission. He thanked the Mayor for his reappointment to the Commission. He said he could state with confidence that the Commission is quite restive, as the Commission has no activities and no staff or resources to provide support. That situation is bad especially as a community that bills itself as Tumwater’s first community while the City’s historic preservation board has nothing to work with. Director Denney repeatedly reminds members that he has no staff and no time. The Council may need to move the Commission to another department that has the time and resources or give Director Denney the time and resources to work with the Commission. It is truly a lost opportunity because not only are historic issues not being worked on; the City is not taking advantage of the talent represented on the Commission. One woman is in charge of public broadcasting network and another member is the most knowledgeable about the state in terms of local history. Another member used to direct the State Historical Society for a quarter of a century. The only time the Commission is convened is when the Council wants the Commission to engage in some dirty work, such as selecting wallpaper because some vagrant set fire to the Brewmaster’s House or the Council wants the Commission to delist one of the principal historic assets in the community. It is possible to disagree about what should be done with the Brewmaster’s House or what should be done with the tree; however, the Council should provide some resources to work with or disband the Commission.

Mayor Sullivan closed the public hearing at 7:57 p.m.

Mayor Sullivan reported the next budget workshop for the Council is on Tuesday, November 12, 2024.

**ORDINANCE NO.
O2024-006, AD
VALOREM FOR
REGULAR
PROPERTY TAXES
FOR THE FISCAL
YEAR 2025:**

Assistant Director Carter presented the 2025 property tax levy ordinance for the City of Tumwater. The City’s property tax levy is an important source of revenue used to support the City’s ongoing general government programs and public services. The City is required to respond to the Thurston County Assessor’s Office no later than November 30, 2024 with an approved ordinance for the next year’s levy request.

Each year, the Thurston County Assessor’s Office provides the City with reassessed values on all existing properties, new construction amounts,

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and any annexations. The City uses the values to estimate the City's annual property tax levy request. Cities are allowed by law to increase the levy each year by 1% or by the implicit price deflator (IPD), whichever is less. This year, the IPD is higher at 2.57%. Subsequently, the ordinance establishes the City's property tax levy for fiscal year 2025 with an increase of 1% from the 2024 levy.

A slide compared the 2024 levy to the proposed 2025 levy with the 1% increase. The Thurston County Assessor's Office may provide revised values up through November 30, 2024, which may result in a change in the values. Preliminary values indicate an assessed value of \$6.74 billion for existing properties in Tumwater. A 1% increase over the 2024 levy is estimated at \$11.78 million resulting in additional revenue of approximately \$116,643. The most recent preliminary report reflects that the 2024 new construction value is \$98.66 million. Construction value will provide an additional \$183,300 in property tax revenue in 2025. No annexations occurred in 2024 or 2025. The combined 2025 property tax levy including the 1% increase plus additional taxes from new construction estimates the City's indirect tax rate per \$1,000 of assessed value to be \$1.80. The ordinance is necessary to establish and certify the City of Tumwater's request for the 2025 property tax levy and indirect property tax as proposed. Following the public hearing, staff requests approval to move the ordinance forward on the consent calendar for adoption at the November 19, 2024 Council meeting.

Mayor Sullivan opened the public hearing at 8:01 p.m.

**PUBLIC
TESTIMONY:**

Pamela Hansen, P.O. Box 14521, Tumwater, cited language in the proposed ordinance that indicates the City Council desires to limit the rate to \$3.10 per \$1,000 of assessed value, plus administrative refunds, and another provision stating, "Certification of the levy shall not exceed the \$3.10 limit per \$1,000 of assessed value plus administrative refunds." She asked whether the amount would be increased after approval of the ordinance from \$1.80 to \$3.10 per \$1,000 of assessed value because the difference would be a substantial increase. She also opposes the proposed increase of 1%.

Director Niemeyer noted that the ordinance includes some required language. The City lacks the authority to raise the property tax from \$1.80 to \$3.10.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Jefferson, to move Ordinance No. O2024-006, an ordinance relating to tax revenue of the General Fund fixing the Ad Valorem for the regular property tax levy essential to pay expenditures of the City of Tumwater, Washington for the fiscal year ended December 31, 2025, to the November 19, 2024, consent agenda for adoption. A voice vote

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approved the motion unanimously.

**COUNCIL
CONSIDERATIONS:**

**RESOLUTION NO.
R2024-017, 2025 FEE
SCHEDULE:**

Director Niemeyer advised that the proposed action only pertains to fees and not taxes. During a recent Public Works Committee meeting, members discussed the proposed utility tax increase, as well as during the Council’s last budget workshop. The actions are related as the utility tax is on City utility services; however, the actions are separate and no action is requested on the utility tax rate. If the Council agrees to move forward with a utility tax increase, staff will present another ordinance for consideration.

The fee resolution is an annual process. Staff evaluates fees the City charges annually. The proposed action affects all City departments. The City prefers to implement small, incremental increases rather than one large increase every five to ten years.

Director Niemeyer reviewed some of the proposed fee changes:

Table I – Business Licenses, Administrative & Publications

- Overall, minimal changes from 2024 with the largest change for Inspection Fee for a new location from \$85 to \$110
- Many other fees include a small increase to keep pace with inflation and the cost of doing business

Table II – Zoning, Land Division & Environmental

- Transportation Impact Fees. The City collects impact fees for Tumwater School District and the Olympia School District and remits the fees to the school districts. The Tumwater School District raised its impact fees in 2025 by 2.4%. The Olympia School District suspended the collection of its impact fees in 2025 because of declining enrollment.

Table III – Building & Fire Safety

- Inspection Fees – Increased fees to reflect current rates
- Permit Extension Fees – Added clarification language on fee cost
- Plumbing Code – Added information on commercial permits
- Fire Code – Increased system retest fee from \$85 to \$110
- Certificate of Occupancy for Business – increased from \$85 to \$110

Table IV – Transportation, Engineering, Utilities & Utility Connections

- Water Service Line & Meter Installation – Increased fees to reflect current rates

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- Water Connection Charges - Increased fees by 8.5%
- Sewer Connection Charges – Increased charges by 4.0%
- Housekeeping – Changed department names and removed Life-line Program language that is now reflected in new Table VIII

Table V – Public Safety

- Fire Alarm Systems – Increased third alarm fee by 2.04% to \$401.00, first two responses to a fire alarm are not charged

Table VI – Recreation

- Youth Baseball League – Increased registration fees by \$10 for youth baseball and youth basketball

Table VII – Utility Rates

- Utility Rates – Increase of 6.0% for Water, 8.0% for Stormwater, and 7.0% for Sewer
- LOTT Wastewater Service Charge – Increase of 2.5% to \$47.52, per LOTT
- Water Monthly Consumption Rate – Non-Residential - increase from \$3.34 to \$3.54; Irrigation – increase from \$3.99 to \$4.23
- Sewer Monthly City Wastewater Service Rate – increase from \$23.11 to \$24.73
- Stormwater – Monthly Account Fee – Increase from \$2.10 to \$2.27

Table VIII – Life-line Program – New Table

- Life-line Program – Low-income senior citizen and disabled person rate discounts. Every qualified account on file receives a discount of 50% on all utility rates reflected on this new table. A second program, Tumwater Hardship Program is funded by community donations. Additionally, other state and federal programs offer utility assistance.

Director Niemeyer noted that the City has contracted with a consultant to complete a 10-year rate study for utility rates (Water, Sewer, & Storm Drain). The proposed fee increases are designated to support additional staff, additional equipment, electrification of the City's fleet, long-term capital projects, urban forestry, and the Deschutes Estuary project.

Councilmember Dahlhoff questioned the dollar amount of each proposed increase for City utilities and the basis for the proposed rate increases of 6%, 7%, and 8% and whether the increase is based on a five-year plan, the Capital Facilities Plan, or a six-year plan. She asked staff to explain the cost of the business rationale for fee increases, the current rate, the value, and how staff assigned the proposed increases for the biennium. The document within the budget lacks sufficient information as to the justification for the increases. She asked about the problems the

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proposed increases are intended to solve and how that is tied to the proposed increase of fees.

Director Smith replied that when the department completes a long-term forecast, staff considers operational costs versus capital costs and attempts to balance the long-term needs with the proposed capital projects while retaining sufficient reserves as required by City policy and best management practices for the operation of the utilities. The City manages that process through regular rate increases. The initial forecast was previously completed with a long-term perspective to ensure the availability of operational capital in addition to required reserves to meet future needs. That process was implemented and established a proposed 6% increase in water rates. The same process was developed for the sewer and stormwater utilities. Additionally, the Water Resources and Sustainability Department is undertaking a 10-year rate study with a consultant. The consultant recommended a much larger rate increase because of significant capital projects planned. Staff elected not to pursue the recommendation because the modeling for the study has not been completed and the existing model for forecasting rate increases for the last decade utilizes a simplified model that was developed through the Capital Facilities Plan annual update. Staff considers the elements that cause increases. Those elements include inflation each year of a minimum of 2% to 3% yearly, increases in insurance, increases in personnel costs, new costs for staffing, and major equipment replacement.

Councilmember Dahlhoff thanked staff for the explanation and requested additional information, such as a graph depicting the level of inflation, staffing costs, and project costs, etc., because more transparency is important to show how those elements are considered when forecasting increases for each utility.

Councilmember Jefferson agreed because of the importance of the Council having the data to explain the reason or the whys for an increase.

Councilmember Agabi commented that the proposed increases cumulatively total 21%. He asked whether the utilities have capital improvement plans over the next five years. In addition to staffing and inflation increases, there should be some tangible improvements to reflect an increase of 21%. Director Smith responded that each utility operates under separate plans. The Water Utility operates under the Water System Plan, the Sewer Utility operates under the Comprehensive Sewer Plan, and the Stormwater Utility operates under the Comprehensive Stormwater Plan outlining needs for labor, capital projects, and programmatic needs forecasting from 10 to 30 years dependent upon the utility. The Comprehensive Water System Plan was adopted in 2021 with a significant capital program covering the next 10

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years. Information in the plans serves as the basis of the CFPs for each utility. The plans are posted on the City's website.

Councilmember Dahlhoff asked staff to provide documentation addressing the missing links of each increase and how those increases are tied to projects, personnel, and inflation for each utility.

City Administrator Parks commented that the issue surrounds multiple and different actions by the Council related to the budget. Each year, the Council adopts a new fee resolution that is separate but is tied to the budget. Every two years the Council adopts the biennial budget. This year, the process is later than usual but within the statutory timeframe. Staff has not been able to satisfy the questions surrounding some elements in the budget, which staff plans to address. Adoption of the fee resolution could be delayed until all questions can be addressed with the budget and the proposed fees. Adoption of the budget is based on a statutory timeline while the fee resolution could be adopted before the end of the year to implement the resolution by January 1, 2025.

Councilmember Swarthout cited the proposed increases in water, sewer, and storm water and questioned whether the increases could be lower in 2026. Director Smith said staff uses the same format to forecast rates to ensure sufficient operational capacity and reserves for each utility. Next year, the CFP proposes a 5.5% increase for Water, 6.5% for Sewer, with the exception of Stormwater which remains at 8% for the long-term needs for the Deschutes Estuary project and urban forestry program. Staff intends to use the model from the water rate study that provides a visual representation of the forecast of water rates and utilize the same model for the Sewer and Stormwater Utilities. Staff is initiating a Sewer Plan update this month to update the plan at the same level as the Water Utility. In the next several years, the Stormwater Plan will be updated.

Councilmember Swarthout pointed out that the CFPs for utilities include information that correlates to the proposed increases. Director Smith affirmed that the CFPs correlate to the proposed increases for the most part. However, the Stormwater Utility required an update as some projects were identified as a higher priority because of the adoption of the Urban Forestry Management Plan that was not previously included in the Stormwater CFP. Staff will identify revenues required to support the new program, as well as the long-term capital need for the Deschutes Estuary project. The CFPs are reviewed annually and re-forecasted to account for long-term capital needs and the financial status of each utility to ensure sufficient capital is available for operational needs and to maintain regulatory and City policy for operational reserves.

City Administrator Parks noted that fee increases are on an annual basis while updates to the CFPs are a bi-annual process. Each utility has its

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own CFP in addition to the Transportation CFP and the General Government CFP. The process tends to be protracted and bifurcated. It is correct that the CFPs forecast needs for capital projects for community priorities, regulatory requirements, or to meet new and future growth needs, such as the Deschutes Estuary project. The Deschutes Estuary project is projected to cost \$7.9 million over the next several decades.

Councilmember Althauser remarked that the explanation was helpful as the process has been somewhat confusing in terms of discussing both the budget as it pertains to the operating funds and the fees that are the proprietary funds. The budget pertains to future expenses based on approval by the Council. In terms of the proprietary funds, the Council previously approved expenditures through the approval of the CFP. By adopting the CFP, the Council is scheduled to approve the financing measure to fund the commitments the Council previously approved.

Director Niemeyer reported when staff embarked on the budget process, department directors were asked to determine what would be necessary to operate each department in terms of personnel, space, salaries, equipment, and any other needs. As previously reviewed, the needs identified are much larger than revenue the City receives. The City's financial toolbox includes several options for increasing revenue. One tool is utility taxes, which is contemplated in the proposed budget. The City instituted a utility tax in 1974 of 3%. In 1991, the City increased utility tax to 6%. Since then, utility tax has not been increased. The proposal is increase utility tax to 12% only on Tumwater-owned utilities (Water, Sewer, & Stormwater) and not Puget Sound Energy or other service providers. The additional revenue to the City annually would be \$617,000 to help fund the general fund. The cost to the average customer would be \$8.08 each month. Compared to neighboring cities, the City of Lacey charges 6% utility tax and the City of Olympia charges 12.5% utility tax. A comparison chart between the three cities reflect that the City of Tumwater's combined utility rates and proposed utility tax increase would increase the average utility bill by \$14.51 for an average utility bill of \$143.55 which is \$4.78 less than the City of Olympia and \$7.65 less than the City of Lacey.

An increase in the utility tax requires approval of an ordinance. Staff is prepared to present an ordinance for the Council's future consideration.

City Administrator Parks explained that the City is restricted in the use of funds generated by the business funds (utility funds). The City is restricted in the use of funds generated by utility rates and fees. Those funds can only be used by the utilities. The City can utilize rates and fees to transact an interfund loan; however, the loan must be paid back fully. Utility tax, however, can be used by the general fund to cover other City expenses. Utility tax enables the City to close the gap in

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projected revenue and projected expenditures in the general fund. The budget deficit projected at this time is \$6.8 million and accounts for the additional collection of \$617,000 in utility tax. The draft budget assumes a utility tax rate of 12%.

Councilmember Dahlhoff said that at this time she does not support increasing utility tax to 12% because of the lack of budget information. She wants the information to identify the need for an increase.

Discussion followed on the request to the Council. Director Niemeyer explained that the request to the Council is to approve the fee schedule, which does not include an increase in utility tax. Increasing utility tax requires a separate ordinance. The fee schedule includes the increases in utility rates.

MOTION: Councilmember Althaus moved, seconded by Councilmember Von Holtz, to adopt Resolution R2024-017, updating the 2025 fee schedule, as recommended by the Public Works Committee at its October 17, 2024 meeting. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**
Peter Agabi

The committee’s November 12, 2024 agenda includes review and consideration of an Interlocal Agreement with Thurston County Prosecuting Attorney’s Office for Prosecution Services, an Interlocal Agreement with Olympia for Mark Noble Regional Training Center, an Interlocal Agreement with Olympia for FDCARES Program, and Resolution R2024-015, Affirming the Council’s commitment to equality, dignity and the protection of civil rights, and standing against hate, bigotry and discrimination.

**GENERAL
GOVERNMENT:**
Michael Althaus

The committee’s next meeting on November 13, 2024 includes briefings and consideration of Amendment One to Interlocal Agreement with the Regional Housing Council for the Franz Anderson Project, an Interlocal Agreement with Cities of Lacey, Olympia and Yelm for the update of Accessory Dwelling Unit Plans, a review of proposed changes in Ordinance No. O2024-005, Development Code Administration, and discussion on a proposed Food System Plan.

PUBLIC WORKS:
Eileen Swarthout

Agenda items during the next meeting on November 7, 2024 include consideration of an Interagency Agreement with Washington Department of Commerce for Tumwater Fire Stations Solar + Storage Feasibility, a grant from the Department of Ecology for the Golf Course Stormwater Retrofit Project Amendment 2, Acceptance of Work with Sound Pacific Construction for the 2022 Pedestrian Improvements Project, Acceptance

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of Work with Miles Resources for the 2023 Pavement Maintenance project, authority to Solicit Bids and Recommend Award for the Percival Creek Fish Barrier Removal project, and an Old Highway 99 & 79th Ave Roundabout Schedule 74 Underground Conversion Design Agreement with Puget Sound Energy.

**BUDGET AND
FINANCE:
*Debbie Sullivan***

There was no meeting and no report.

**MAYOR/CITY
ADMINISTRATOR'S
REPORT:**

City Administrator Parks reported on forms and documentation submitted to the federal government for \$86,000 from the Inflation Reduction Act for the City's clean vehicle purchases and EV charging infrastructure. She acknowledged the staff team for preparing the documentation lead by Coordinator Jones Wood and other staff members. Assuming the continuation of the Inflation Reduction Act, the City anticipates processing more requests annually as improvements are completed.

The demolition of the former South Pacific Restaurant site began earlier in the day. The first step of the process is asbestos remediation followed by the removal of the remaining structure and debris.

The City initiated recruitment for the Assistant City Administrator position.

The budget workshop on November 12 will be in a hybrid format. The Council meeting on November 19, 2024 includes the second public hearing on the budget. Additionally, the Tumwater Metropolitan Park District will conduct a meeting to review an audit engagement letter, data sharing agreement with the State Auditor's Office, selection of officers, receive a report on expenditures during the year, and conduct a public hearing on the property tax levy for the district and the proposed budget. The work session on November 26, 2024 will be a virtual meeting to include guests from the Thurston Climate Action Team. The December 3, 2024 Council meeting includes consideration for completion of the budgeting process through the adoption of the proposed budget and several other actions. The last Council work session is scheduled on December 10, 2024 as a joint meeting with the Planning Commission to continue the review on the Comprehensive Plan Periodic Update and the annual Work Plan for long-range planning for 2025.

Mayor Sullivan reported on her attendance to the October 16, 2024 Thurston County Elections Symposium, which focused on security of the election process.

On October 19, 2024, Mayor Sullivan attended a ceremony at the Union

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Pioneer Cemetery sponsored by the Daughters of the American Revolution. The Daughters expended 500 hours cleaning all headstones in the cemetery. The Daughters plan to continue working to restore some headstones. The event featured *Talking Headstones* with the history shared of some of the people buried in the cemetery.

On October 23, 2024 Mayor Sullivan and Councilmember Swarthout attended the High Capacity Transportation Visioning event. Leaders representing Sound Transit, Pierce Transit, Pacific Transit, Intercity Transit, Amtrak, and other agencies discussed ways to meet transportation needs and the methods to meet those needs.

Mayor Sullivan attended the ceremonial Change of Command for the Commanding General at Joint Base Lewis-McChord. The former commander has been reassigned to South Korea.

Mayor Sullivan attended the Principals' Emergency Fund breakfast along with other Councilmembers.

Upcoming meetings include the Intercity Transit Authority meeting and participating in a Veteran's Day event on the Capitol Campus.

**COUNCILMEMBER
REPORTS:**

Kelly Von Holtz:

Councilmember Von Holtz reported on her attendance to the Tumwater Principals' Emergency Fund breakfast. Later in the day, she and Councilmember Dahlhoff participated in the YMCA Community Conversation event and were introduced to several community members.

Councilmember Von Holtz and Councilmember Dahlhoff also visited and participated in the Community Bazaar at the ASHHO Cultural Community Center. During the event they registered five new voters.

Angela Jefferson:

At the last Emergency Medical Services Council meeting, members approved the 2024 Comprehensive Plan to move forward to stakeholders for review prior to consideration by the Thurston County Board of County Commissioners. The new eighth Medic One unit location and contract was approved by the Council.

On October 30-31, 2024, Councilmember Jefferson attended the Washington State Annual Prevention Summit in Seattle. She attended as a coalition member of Tumwater HOPES. Two new prevention state initiatives were reviewed comprised of a free online tool from the University of Washington. The tool, *Check-in with You*, is for youths and young adults to practice taking time to assess their mental, emotional, and physical states and to help manage stress. The tool can be

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accessed 24 hours on any internet-connected device at www.checkinwa.org. Participants received a briefing from the National Director of the Centers for Disease Control and Prevention (CDC). According to the Director, Washington State is leading the nation in prevention work within communities. Latest data reveals a small decrease in drug overdose deaths after years of an upward trend. Less than 4% of deaths are not attributed to opioids with most deaths attributed to fentanyl and xylazine. Young adults and vulnerable individuals are dying from overdose. Different races experience different outcomes. LGBTQ+ and youths who experience bullying are at most risk. Prevention needs to begin early for nicotine, alcohol, and marijuana use. The vast majority of youth do not use substances. The research indicates substance use begins because of toxic stress, instability in early life, houselessness, hunger, violence in the home, and the lack of opportunities. Helping unstable families and children is by providing and supporting housing vouchers and nutrition assistance (SNAP benefits) resulting in less child abuse and happier less stressed youths attending school and ready to learn.

Tumwater HOPES is moving forward with Thurston County Opioid Response Task Force in a contract for supporting some of the programs and to strengthen families and peer programs.

Peter Agabi:

Councilmember Agabi reported on his meeting with Michael Cade, Executive Director of Thurston Economic Development Council (EDC). Mr. Cade shared data breakdown of businesses in Tumwater that received assistance from the EDC. Approximately 12 businesses received assistance from the EDC. The EDC identified the gopher issue in Tumwater as one roadblock preventing the relocation of businesses to the City. The EDC sponsored a retreat on October 30, 2024 at the Indian Summer Golf Course.

Leatta Dahlhoff:

Councilmember Dahlhoff reported the Thurston County Opioid Response Task Force Prevention Group has identified strategies for moving forward in 2025. The strategies provide an opportunity to connect with Tumwater HOPES and the school district. It could involve pursuing a conversation in 2025 during the annual meeting with the school district. The strategies for the task force include expanding resources to local communities with an emphasis on peer education and youth-led substance use prevention work that could tie into the Tumwater Youth Council. Another strategy is expanding availability of fact-based drug education and information about harm reduction approaches to substance use for youth. Both strategies would benefit by working with Tumwater HOPES, the Tumwater School District, and a future Tumwater Youth Council in 2025.

Councilmember Dahlhoff attended the Thurston County Fall Winter

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Weather briefing. The National Oceanic and Atmospheric Administration (NOAA) presented information on flood mapping and weather expectations from now to the beginning of the new year. NOAA is predicting a weak El Nino of wetter than average and cooler than average temperatures for the Pacific Northwest. Representatives from the Washington Department of Transportation, public works, Puget Sound Energy, and other organizations presented information on preparedness for rainfall, flooding, snow, ice, and the snowpack and water supply.

Councilmember Dahlhoff attended the Tumwater Principals' Emergency Fund breakfast, which was very successful.

Councilmember Dahlhoff reported she and Councilmember Swarthout attended a basketball game between the Tumwater Fire Department and Thurston County Sheriff's Office. The game, *Fire & Ice*, resulted in fire winning by one point. The event raised over \$7,000 for the Shop with a Cop and the program providing youths with winter coats.

Michael Althaus:

At the last meeting of the Regional Housing Council, members discussed Energized Thurston, a program scheduled to deploy in January 2025 to provide access to heat pumps to low-income families, as well as the group buy program for families that do not meet the income threshold. Members were briefed on mold and moisture in housing, which has become a pervasive issue given the climate and the average age of housing stock. Members were asked whether there was regional interest to discuss the possibilities of policies addressing mildew and mold in housing. The Council renewed some advisory board member terms. Members received an update on the Franz Anderson project and the interlocal agreement scheduled for review by the Tumwater General Government Committee at its next meeting. Members also discussed the ribbon cutting at Lotus Court. The project is 61 units of permanently supportive housing located between the cities of Lacey and Olympia.

Eileen Swarthout:

Councilmember Swarthout reported she attended the October 23, 2024 High Capacity Transportation meeting and learned that the reason for no bus service to Black Hills High School is because of the inability for buses to turnaround due to lack of space.

On October 28, 2024, Councilmember Swarthout attended the Climate Mitigation Committee meeting. Members reviewed the Home Energy Score Model Ordinance and the Energize Thurston Program offering financial assistance for upgrading a home from gas to electrical appliances.

At the November 1, 2024 Thurston Regional Planning Council (TRPC) meeting, members reviewed the Growth Management Act Housing Need

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Allocation. TRPC is conducting the study for the region that will assist jurisdictions in the update of comprehensive plans.

Councilmember Swarthout attended the Tumwater Principals' Emergency Fund breakfast. She thanked everyone from Tumwater for attending and supporting the event.

**EXECUTIVE
SESSION:**

Mayor Sullivan recessed the meeting at 9:08 p.m. to an executive session for approximately 20 minutes to discuss Collective Bargaining pursuant to RCW 42.30.140(4)(b). No action is anticipated following the executive session.

**RECONVENE &
ADJOURNMENT:**

Mayor Sullivan reconvened and adjourned the meeting at 9:28 p.m.

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

TO: City Council
FROM: Shelly Carter, Assistant Finance Director
DATE: November 19, 2024
SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- November 1, 2024, payment of Eden vouchers 174360 to 174369 in the amount of \$1,580.71; payment of Enterprise vouchers 184895 to 184935 in the amount of \$91,427.07 and electronic payments 904839 to 904854 in the amount of \$43,491.56
- November 8, 2024, payment of Eden vouchers 174370 to 174382 in the amount of \$2,761.60; payment of Enterprise vouchers 184936 to 185026 in the amount of \$1,066,872.98 and electronic payments 904855 to 904889 in the amount of \$255,103.57 and wire payments in the amount of \$495,719.19.

2) Background:

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

Vendor		
BRIM TRACTOR COMPANY, INC	34,392.84	Aerator – WRS
AWC EMPLOYEE BENEFIT TRUST	156,608.84	OCT Collections for NOV Premiums
CORE & MAIN LP	72,039.99	200 R900I meters, 40 RW2F53 R900I Enhanced
DEERE & CO	20,274.28	2024 Gator for Parks
OSW EQUIPMENT & REPAIR, LLC	209,915.00	10 yd dump truck w/snow & ice plow – TED OPS
BOBBIE & AMANDA’S CLEANING SVC	25,132.33	October Janitorial services
RIGHT! SYSTEMS, INC	47,428.19	Cohesity Renewal 10/21/24 – 2/22/27

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

3) Policy Support:

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

4) Alternatives:

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

5) Fiscal Notes:
The vouchers are for appropriated expenditures in the respective funds and departments.

6) Attachments:

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

EXHIBIT "A"

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

Enterprise ERP

Voucher/Check Nos 184895 through 184935 in the amount of \$91,427.07

Electronic payment Nos 904839 through 904854 in the amount of \$43,491.56

Eden

Voucher/Check Nos 174360 through 174369 in the amount of \$1,580.71



Asst. Finance Director, on behalf of the Finance Director

Checks dated 11/01/2024

EXHIBIT "B"

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

Enterprise ERP

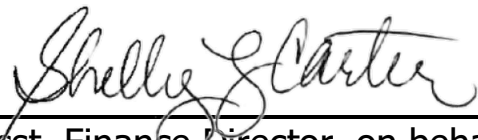
Voucher/Check Nos 184936 through 185026 in the amount of \$1,066,872.98

Electronic payment Nos 904855 through 904889 in the amount of \$255,103.57

Wire payments of \$495,719.19

Eden

Voucher/Check Nos 174370 through 174382 in the amount of \$2,761.60



Asst. Finance Director, on behalf of the Finance Director

Checks dated 11/08/2024

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: November 19, 2024
 SUBJECT: Ordinance No. O2024-006, Ad Valorem for Regular Property Taxes for the Fiscal Year 2025

1) Recommended Action:

Adopt Ordinance No. O2024-006, AN ORDINANCE relating to tax revenue of the General Fund fixing the Ad Valorem for the regular property tax levy essential to pay expenditures of the City of Tumwater, Washington for the fiscal year ended December 31, 2025.

2) Background:

Ordinance O2024-006 is necessary to certify the property tax levy for the City and, indirectly, also determine the property tax rate. An approved Ordinance must be forwarded to the Thurston County Assessor’s Office, along with the levy certification, by November 30, 2024, in order to establish the tax levy for fiscal year 2025.

Washington State Statutes limit property tax increases to the lesser of one percent (1%) or the Implicit Price Deflator (as published by the Washington Department of Revenue). The latter is 2.57 percent.

A one percent increase over our actual 2024 levy amounts to \$116,643. This does not include the County Assessor’s consideration of any possible adjustments from successful challenges to assessed value, technical corrections in value, increases resulting from additional new construction, assessed utilities property value, or granting of exemptions per RCW 84.69.180. The 2025 property tax levy related to new construction is estimated to be \$183,300 based on estimated new construction of \$98,663,964. The levy rate will go from \$1.86 to an estimated rate of \$1.80 for 2025.

Since the valuations are not finalized, the 2025 levy is considered to be an estimate. When the final assessed value is determined by the Thurston County Assessor and Washington State Department of Revenue, the Finance Director may re-certify the tax amount to meet the \$3.10 limitation if necessary.

3) Policy Support:

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

4) Alternatives:

- Do not pass the Ordinance, maintain property taxes at the 2024 level, and bank the allowable levy increase.
- Change the levy increase to something less than stated above.

5) Fiscal Notes:

This ordinance authorizes Tumwater's 2025 property tax levy necessary to fund core government services.

6) Attachments:

- A. Exhibit A – Ordinance No. O2024-006 Ad Valorem for Regular Property Taxes for the Fiscal Year 2025

ORDINANCE NO. O2024-006

AN ORDINANCE of the City Council of the City of Tumwater, Washington, relating to finance and setting the amount fixed for the regular levy of property tax necessary to raise the amount of revenues for essential expenditures for the City of Tumwater for the fiscal year 2025.

WHEREAS, the City of Tumwater held a public hearing on Tuesday, November 4, 2024, to consider an increase in property tax revenues from January 1, 2025 to December 31, 2025; and

WHEREAS, the Thurston County Assessor's Office provides the City with the new assessed valuation for all existing properties and all new construction, improvements to property, annexations, and state-assessed utility property; and

WHEREAS, the Implicit Price Deflator (IPD) used for calculation of the property tax increase for setting the 2025 levy amount was 2.57 percent as reported by the Washington Department of Revenue; and

WHEREAS, the City Council desires to limit the rate to \$3.10 per \$1,000 of assessed value, plus administrative refunds; and

WHEREAS, the population of the City of Tumwater is more than 10,000; and

WHEREAS, for taxing districts with populations of 10,000 or greater, the limit factor for property taxes due in 2025 is 101 percent.

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

Section 1. An increase in the regular property tax levy, based on the limit factor for property taxes, is hereby authorized for the levy to be collected in the 2025 tax year. This levy results in a \$116,643 increase and a 1.00% change from the 2024 regular levy amount as set forth in RCW 84.55.120. Certification of the levy shall not exceed the \$3.10 limit per \$1,000 of assessed value plus administrative refunds.

Section 2. This amount to be levied, as stated in Section 1 above, is exclusive of any additional revenue from refunds made, new construction, or any other adjustments made by the County Assessor.

Section 3. On or before the 30th day of November 2024, the Finance Director or designee shall file with the Clerk of the Thurston County Board of

EXHIBIT A

Commissioners a certified estimate of the total amount to be raised by the ad valorem tax levied on property within the City of Tumwater.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

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 become effective five (5) days after passage, approval and publication as provided by law.

ADOPTED this 19th day of November 2024.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published: _____

Effective Date: _____

TO: Tumwater City Council
FROM: Lisa Parks
DATE: November 19, 2024
SUBJECT: Ordinance No. O2024-010 Amending Tumwater Municipal Code 2.06 and Tumwater Municipal Code 2.10 Relating to Administration and Personnel Creating a New Department to be Entitled the Information Technology Department

1) Recommended Action:

Adopt Ordinance No. O2024-010 Amending Tumwater Municipal Code 2.06 and Tumwater Municipal Code 2.10 Creating a New Department to be Entitled the Information Technology Department.

2) Background:

As the City of Tumwater grows and the City’s workforce expands to meet needs, the demands on our information technology department has also increased. It is in the best interests of the City to restructure existing departments by creating a separate information technology department.

3) Policy Support:

Sustain a great organization to attract, retain, and promote a talented and diverse workforce.

4) Alternatives:

- Not authorize the signing of Ordinance No. O2024-010.
 - Request revisions to Ordinance No. O2024-010.
-

5) Fiscal Notes:

The proposed biennial budget for 2025-2026 contemplates implementation of the new IT Department, including the IT Director position.

6) Attachments:

A – Ordinance No. O2024-010

ORDINANCE NO. O2024-010

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending TMC 2.06 and TMC 2.10 relating to administration and personnel creating a new department to be entitled the information technology department as more particularly described herein.

WHEREAS, The City Council's adopted strategic priorities include to sustain a great organization and to attract, retain, and promote a talented and diverse workforce; and

WHEREAS, The City Council finds it is in the best interests of the City to restructure existing departments by creating a separate information technology department;

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

Section 1. Section 2.06.010 of the Tumwater Municipal Code is hereby amended to read as follows:

2.06.010 Departments created.

There are hereby created and established the following departments in the city: police department; fire department; finance department; community development department; transportation and engineering department; water resources and sustainability department; administrative services department; city attorney's office; parks and recreation department; information technology department, and executive department. References to the public works department shall mean transportation and engineering department or water resources and sustainability department as appropriate. Additional departments may be created from time to time by ordinance with proper budgetary approval. (Ord. O2020-021, Amended, 08/04/2020; Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-007, Amended, 02/05/2008; Ord. O2000-002, Amended, 01/18/2000; Ord. O96-030, Added, 10/15/1996)

Section 2. Section 2.10.010, of the Tumwater Municipal Code, officers designated, is hereby amended as follows:

2.10.010 Designated.

The officers of the city, besides the mayor and councilmembers, shall be as follows: a city administrator, an assistant city administrator, a city attorney, a chief of police, a fire chief, a finance director, a transportation and engineering director, a

water resources and sustainability director, a community development director, a parks and recreation director, an information technology director, and an administrative services director. References to the public works director shall mean the transportation and engineering director or the water resources and sustainability director as appropriate. Additional offices and employment shall be created in the budgetary process as necessary.

(Ord. O2020-021, Amended, 08/04/2020; Ord. O2017-009, Amended, 04/04/2017; Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-007, Amended, 02/05/2008; Ord. O2000-002, Amended, 01/18/2000; Ord. O96-030, Added, 10/15/1996)

Section 3. Section 2.10.020, of the Tumwater Municipal Code, city administrator appointment/duties, is hereby amended as follows:

2.10.020 City administrator appointment/duties.

A. There is created the position of city administrator, which shall be appointed by the mayor in accordance with the law, shall be subject to confirmation by a majority vote of the city council, with such compensation payable to such city administrator as established in each annual budget.

B. Consistent with the mayor's authority as set forth in TMC 2.08.010, the city administrator shall coordinate all departments and directly supervise the assistant city administrator, finance director, public works director, community development director, fire chief, police chief, parks and recreation director, administrative services director, city attorney, information technology director, and others as required. The city administrator shall perform such other duties as may be determined from time to time by the mayor and/or city council.

(Ord. O2017-009, Amended, 04/04/2017; Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-007, Amended, 02/05/2008; Ord. O2003-039, Amended, 11/03/2003; Ord. O2000-002, Amended, 01/18/2000; Ord. O96-030, Amended, 10/15/1996; Ord. 995, Added, 04/03/1984)

Section 4. A new section, Section 2.10.115, information technology director appointment/duties, is hereby added to the Tumwater Municipal Code as follows:

2.10.115 Information technology director appointment/duties.

A. There is created the position of information technology director for the city. The information technology director shall be appointed by the mayor with such compensation payable to the director as established in the city budget.

B. The information technology director shall have charge of the information technology department services and employees and shall perform those duties and have such responsibilities as are prescribed by law and as may be determined from time to time by the city administrator and/or mayor.

Section 5. Section 2.10.120, of the Tumwater Municipal Code, performance bond, is hereby amended as follows:

2.10.120200 Performance bond.

The finance director, city clerk, ~~municipal judge~~, chief of police, and city attorney shall each, before entering upon the duties of the respective office, execute and file in the finance department an official bond in such sum as prescribed by RCW [35A.12.080](#).

(Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-007, Amended, 02/05/2008; Ord. O2000-002, Renumbered, 01/18/2000; Ord. O96-030, Amended, 10/15/1996; Ord. 763, Added, 10/22/1976)

Section 6. 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 7. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 8. 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 9. Effective Date. This ordinance shall become effective January 1, 2025, or thirty (30) days after passage, approval and publication as provided by law, whichever is later.

ADOPTED this _____ day of _____, 2024.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published: _____

Effective Date: _____

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: November 19, 2024
 SUBJECT: Interlocal Agreement with Cities of Lacey, Olympia and Yelm for Accessory Dwelling Unit Plans

1) Recommended Action:

Approve and authorize the Mayor to sign the interlocal agreement with the cities of Lacey, Olympia, and Yelm to continue the current accessory dwelling unit pre-approved plan program. The General Government Committee had a briefing on the interlocal agreement on November 13, 2024, and recommended that the item be placed on the City Council consent calendar for their November 19, 2024, meeting.

2) Background:

In 2020, the City approved the first interlocal agreement with the cities of Lacey and Olympia to work with The Artisans Group, LLC to develop pre-approved accessory dwelling unit plans. The plans were made available to property owners in the City who wanted to build an accessory dwelling unit as a means of reducing the time and cost required to build such units.

Recent changes to the state energy code have prompted a need to update the original plans, and the purpose of this interlocal agreement is to allow that work to be completed so that the program can continue and to expand the program to include the city of Yelm.

3) Policy Support:

- Strategic Priority to Build a Community Recognized for Quality, Compassion and Humanity with the goals of
 - Support and advance intergenerational housing opportunities.
 - Implement the Tumwater Housing Action Plan.
 - Continue to streamline permitting processes for development and construction projects.
-

4) Alternatives:

None.

5) Fiscal Notes:

N/A

6) Attachments:

- A. Interlocal Agreement
- B. Interlocal Agreement, Exhibit A
- C. Interlocal Agreement, Exhibit B
- D. Interlocal Agreement, Exhibit C

INTERLOCAL AGREEMENT

Between the Cities of Lacey, Olympia, Tumwater, and Yelm for the Update of Accessory Dwelling Unit Plans

THIS AGREEMENT is entered into as of the date of the last signature below (which is the effective date) by and between the City of Lacey, a Washington municipal corporation, (hereinafter "LACEY"); the City of Olympia, a Washington municipal corporation, (hereinafter "OLYMPIA"); the City of Tumwater, a Washington municipal corporation, (hereinafter "TUMWATER"), and the City of Yelm, a Washington municipal corporation, (hereinafter "YELM") collectively referred to as "the Parties."

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

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

WHEREAS, the City of Lacey entered into a Professional Services Agreement with the Artisans Group Inc. on August 15th, 2019 to develop 2 sets of unique Accessory Dwelling Unit (ADU) construction documents with all engineering for the City of Lacey to make available to individual homeowners within city limits; and

WHEREAS, on April 14th, 2020, the City of Lacey amended the Professional Services Agreement with the Artisans Group Inc. to add two additional sets of fully engineered ADU construction documents for a total of 4 unique designs ranging in size from 480 square feet to 800 square feet; and

WHEREAS, on April 27th, 2020, the City of Lacey entered into an Interlocal Agreement with the City of Olympia, and the City of Tumwater to share in the costs associated with the production of the four Accessory Dwelling Units, and in doing so, gain access to, and the right to distribute the final stamped plans; and

WHEREAS, on February 10th, 2021, the Artisans Group Inc. delivered four sets of fully engineered ADU construction documents to the cities of Lacey, Olympia, and Tumwater for use within their respective communities; and

WHEREAS, the Parties believe that updating the ADU plans previously developed consistent with the latest construction code updates for Lacey, Olympia, and Tumwater would

be more efficient and effective than individual actions; and

WHEREAS, the City of Yelm would like to join the program to offer pre- approved ADU plans in order to promote in-fill density and more affordable housing options, and

WHEREAS, the expected cost to update the ADU plans is \$6,048.00 not including taxes and the expected cost to add a 1,000 square foot ADU option is \$24,954.00 not including taxes; and

WHEREAS, the cost for Yelm to purchase rights of the current 4 ADU plans is \$10,000; and

WHEREAS, the Parties believe that splitting the cost based on total population percentage is fair and appropriate, provided that Yelm pay 100% of the buy-in cost. Population estimates determined based on the Office of Financial Management April 1st 2024 report (EXHIBIT C).

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

1. Services Provided by LACEY

- A. LACEY shall contract with the Artisans Group Inc. for all services as set forth in Exhibit A and Exhibit B, attached hereto, and incorporated herein by reference.
- B. LACEY shall appropriately monitor the activities of the Artisans Group, Inc. to assure fiscal conditions of the contract.
- C. LACEY shall pay the Artisans Group, Inc. for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.
- D. No payment shall be made for any work performed by the Artisans Group, Inc., except for work identified and set forth in this Agreement and Exhibits A and B incorporated by reference into this Agreement.

2. Services Provided by OLYMPIA. Olympia shall:

- A. Reimburse LACEY \$2,227.15 upon delivery of the four (4) completed ADU construction document sets;
- B. Reimburse LACEY \$9,189.20 upon delivery of the new, 1,000 square foot ADU construction document set;
- C. Provide timely review and comments on concept designs, 90% construction documents, and final pre-approval of 100% construction documents to Lacey; and
- D. Maintain the final pre-approved construction documents for all plan sets at the customer service counter for citizens.

3. Services Provided by TUMWATER. Tumwater shall:

- A. Reimburse LACEY \$1,064.92 upon delivery of the four (4) completed ADU construction document sets;
- B. Reimburse LACEY \$4,393.86 upon delivery of the new, 1,000 square foot ADU construction document set;
- C. Provide timely review and comments on concept designs, 90% construction documents, and final pre-approval of 100% construction documents to Lacey; and
- D. Maintain the final pre-approved construction documents for all plan sets at the customer service counter for citizens.

4. Services Provided by YELM. Yelm shall:

- A. Reimburse LACEY \$10,000.00 for rights to the current four (4) pre-approved ADU construction document sets for \$10,000;
- B. Reimburse LACEY \$421.78 upon delivery of the four (4) completed ADU construction document sets;
- C. Reimburse LACEY \$1,740.27 upon delivery of the new, 1,000 square foot ADU construction document set;
- C. Provide timely review and comments on concept designs, 90% construction documents, and final pre-approval of 100% construction documents to Lacey; and
- D. Maintain the final pre-approved construction documents for all plan sets at the customer service counter for citizens.

5. Indemnification and Insurance

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

The Parties agree to maintain liability insurance; this may be fulfilled by a party's membership and coverage in WCIA, a self-insured municipal insurance pool.

6. No Separate Legal Entity Created

This Agreement creates no separate legal entity. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

7. Relationship of the Parties

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

8. Duration of Agreement

This Agreement shall terminate on December 31, 2027, unless sooner terminated by the Parties as provided herein.

9. Dispute Resolution**A. Step One—Negotiation.**

In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall attempt to adjust their differences by informal negotiation. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The letter shall be identified as a formal request for negotiation and it shall propose a date for representatives of the Parties to meet. The other Parties shall respond in writing within ten (10) business days. The response shall succinctly and directly set out that Party's view of the issues or state that there is no disagreement. The Parties shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the Party initiating dispute resolution. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached, the resolution shall be memorialized in a memorandum signed by all Parties, which shall become an addendum to this Agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step One expenses. Negotiation under this provision shall not exceed ninety (90) days. If a resolution is not reached within ninety (90) days,

the Parties shall proceed to mediation.

B. Step Two — Mediation.

If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any Party may demand mediation. The mediator shall be chosen by agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step Two expenses. The parties to the mediation will share the cost of the mediator. A successful mediation shall result in a memorandum agreement, which shall become an addendum to this Agreement.

Mediation under this provision shall not exceed ninety (90) days. If the mediation is not successful within ninety (90) days, the Parties may proceed to litigation.

C. Step Three — Litigation.

Unless otherwise agreed by the Parties in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any legal action. A Party may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Parties cannot reach a tolling agreement, or if either Party determines the public health, safety, or welfare is threatened.

10. Amendments

This Agreement may be amended only by written agreement executed in accordance with Chapter 39.34 RCW.

11. Termination of Agreement

This Agreement may be terminated upon mutual agreement of the Parties.

12. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

13. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the

Parties and supersedes all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

14. Counterparts

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

15. Notice

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

CITY OF LACEY

Vanessa Dolbee, Community and Economic Development Director 420
College Street SE
Lacey, WA 98503
Vanessa.dolbee@cityoflacey.org

CITY OF OLYMPIA

Tim Smith, Interim Director of Community Planning and Development
P.O. Box 1967
Olympia, WA 98507-1967
tsmith@ci.olympia.wa.us

CITY OF TUMWATER

Brad Medrud, Planning Manager 555
Israel Road SW
Tumwater, WA 98501
bmedrud@ci.tumwater.wa.us

CITY OF YELM

Gary Cooper, Planning & Building Manager 901
Rhoton Road SE
Yelm, WA 98597
garyc@ci.yelm.wa.us

16. Waiver

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

17. Severability

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

18. Records Retention and Audit

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

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

[Signatures are affixed to next page]

GOVERNMENT AGENCY EXECUTIVE

APPROVED AS TO FORM

CITY OF LACEY
420 College Street SE Lacey, WA 98503

CITY OF LACEY
420 College Street SE Lacey, WA 98503

Rick Walk, City Manager Date

David Schneider, City Attorney

CITY OF OLYMPIA
601 4th Avenue East Olympia, WA 98501

CITY OF OLYMPIA
601 4th Avenue East Olympia, WA 98501

Jay Burney, City Manager Date

CITY OF TUMWATER
555 Israel Road SW Tumwater, WA 98501

CITY OF TUMWATER
555 Israel Road SW Tumwater, WA 98501

Debbie Sullivan, Mayor Date

CITY OF YELM
106 Second St. SE
Yelm, WA 98597

CITY OF YELM
106 Second St. SE
Yelm, WA 98597

Todd Stancil, City Administrator Date

EXHIBIT A

1,000 SF Accessory Dwelling Unit (ADU) Design

	Artisans Staff/Hourly Rates	Principals/ Staff 3	Design Staff 2	Design Staff 1	Projected
WORK ITEMS AND PROJECTED HOURS	\$158	\$138	\$118	Subtotals	
1. Project Initiation and Concept Design					
a. Initial Meeting	2	0	0		\$316
b. Architectural Design- Floor Plans and Renderings	28	5	0		\$5,114
MILESTONE 1: Deliver Concept Designs					
c. Review and refine designs per Lacey CEDD comments	2	4	0		\$868
2. Construction Documents development (Two Sets)					
a. Floor Plans			5	16	\$2,578
b. Foundation Plans			5	16	\$2,578
c. Roof Plans			5	16	\$2,578
d. Section views for floor, walls, and roof			5	16	\$2,578
e. Energy code comp sheets			6		\$828
f. Notation including Material types for siding			5	16	\$2,578
MILESTONE 2: Deliver 90% Construction Documents					
3. Engineering and Plans Completion					
a. Construction Documents finalized	2	2		5	\$1,182
b. Engineering review and incorporation*	0	4		10	\$1,732
c. 3D Perspective view	2	0		6	\$1,024
MILESTONE 3: Deliver 100% Construction Documents					
Subtotal Projected Hours	36	46	101		183
Subtotal Projected Fees	\$5,688	\$6,348	\$11,918		
			Projected Total Fee		\$23,954
			Projected Reimbursement with Markup*		\$1,000
			Projected Total Fees and Reimbursement**		\$24,954

* Artisans Group will cover the cost of engineering with no compensation in amounts exceeding the "Not to Exceed" limit of \$24,954 as established by this agreement.

** If additional services are requested in writing by the City of Lacey, said additional services will be paid for at the above rates for number of hours worked by staff of Artisans Group while performing the additional services requested.

EXHIBIT B

PROJECT DESCRIPTION: City of Lacey, Olympia and Tumwater ADU's, Stock Plans

	Artisans Staff/Hourly Rates	Principals	Staff III	Staff II	Staff I	Projected
WORK ITEMS AND PROJECTED HOURS		\$158	\$158	\$138	\$125	Subtotals
4. Additional Services not covered in Exhibit A						\$0
Drawing Revisions per 2021 IRC (4 Drawing Sets)		2		16		\$2,524
Drawing Revisions per 2021 WESC Energy Code (4 Drawing Sets)		2		16		\$2,524
Yelm Licensing Fees						\$10,000
Subtotal Projected Hours		4	0	32	0	36
Subtotal Projected Fees		\$632	\$0	\$4,416	\$0	
					Projected Total Fee	\$15,048
					Projected Reimbursement with Markup	\$1,000
					Projected Total Fees and Reimbursement	\$16,048

**April 1, 2024 Population of
Cities, Towns and Counties
Used for Allocation of Selected State Revenues
State of Washington**

County Municipality	Census 2020	Estimate 2021	Estimate 2022	Estimate 2023	Estimate 2024
Thurston	294,793	297,800	300,500	303,400	307,000
Unincorporated	144,856	145,255	143,760	143,980	145,735
Incorporated	149,937	152,545	156,740	159,420	161,265
Bucoda	600	595	610	620	620
Lacey	53,526	54,850	58,180	59,430	60,210
Olympia	55,382 \$	55,960	56,370	56,900	57,450
Rainier	2,369	2,440	2,510	2,555	2,565
Tenino	1,870	2,010	2,030	2,045	2,070
Tumwater	25,573 \$	26,050	26,360	27,100	27,470
Yelm	10,617	10,640	10,680	10,770	10,880

* - State certified special census.

+ - Informal count. A population count that is considered accurate but does not meet all special census certification requirements.

- Informal census. A population and housing count that is considered accurate but does not meet all special census certification requirements.

\$ - Corrected Federal Census. Census 2020 population and housing adjusted for misallocated group quarters and annexations effective and approved by OFM from January 2, 2020 to April 1, 2020. The 2020 federal census count for Bonney Lake was corrected in 2022.

The 2020 populations are, with a few exceptions, equal to the federal census PL 94-171 counts.

With the exception of corrections or updates to the federal census counts, annual estimates in this official series are not revised on the basis of other information that becomes available after the estimate date.

TO: City Council
 FROM: Alyssa Jones Wood, Sustainability Coordinator
 DATE: November 19, 2024
 SUBJECT: Interagency Agreement with Washington Department of Commerce for Tumwater Fire Stations Solar + Storage Feasibility

1) Recommended Action:

Approve and authorize the Mayor to sign the Agreement with Washington Department of Commerce for Tumwater Fire Stations Solar and Storage Feasibility. The Public Works Committee recommended this agreement for approval at their November 7, 2024 meeting.

2) Background:

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

3) Policy Support:

City Council Strategic Priorities and Goals 2023 - 2024
 B. Be a Leader in Environmental Sustainability
 4. Continue to update and advance the Climate Action Plan.

4) Alternatives:

Reject the grant funding and do not complete the solar feasibility assessment.

5) Fiscal Notes:

The City has been awarded a grant amount of \$50,000. No City match is required nor anticipated to complete the project.

This project is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

6) Attachments:

A. Interagency Agreement with Washington Department of Commerce for Tumwater Fire Stations Solar + Storage Feasibility



Interagency Agreement with

**City of Tumwater
through**

**General Clean Energy RFA 2024
Clean Energy Siting & Permitting**

**Contract Number:
24-52238-011**

For

Tumwater Fire Stations Solar and Storage Feasibility

Dated: Monday, October 14, 2024

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Face Sheet

Contract Number: 24-52238-011

**Energy Division, Energy Programs in Communities Unit
 General Clean Energy RFA**

1. Contractor City of Tumwater 555 Israel Rd SW Tumwater, WA 98501		2. Contractor Doing Business As (as applicable) 	
3. Contractor Representative Alyssa Jones Wood Sustainability Coordinator 555 Israel Rd SW Tumwater, WA 98501 360-754-4140 ajoneswood@ci.tumwater.wa.us		4. COMMERCE Representative Esther Nielsen Program Manager 360-725-2727 Esther.Nielsen@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum St. NE Olympia, WA 98504-2525 </div>	
5. Contract Amount \$50,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 10/14/2024	8. End Date 6/30/2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6001520		11. SWV # 0007172-00	12. UBI # 344-000-001
13. UEI # LLLDHHS4E5G1			
14. Contract Purpose Feasibility Study: The City of Tumwater will plan and design solar plus storage for each of the City's Two Fire Stations.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" –Reporting, Attachment "D" - Proviso			
FOR CONTRACTOR <hr/> Debbie Sullivan, Mayor <hr/> Date		FOR COMMERCE <hr/> Michael Furze, Assistant Director Energy Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

CLIENT INFORMATION

Legal Name: City of Tumwater

Agreement Number: 24-52238-011

Award Year: 2024

State Wide Vendor Number: 0007172-00

PROJECT INFORMATION

Project Title: Tumwater Fire Stations Solar and Storage Feasibility

Project Address: 311 Israel Road SW and 405 Linwood Ave

Project City: Tumwater

Project State: WA

Project Zip Code: 98501

GRANT INFORMATION

Grant Amount: \$50,000

Non-State Match (1:X) N/A

Type of Match Accepted: cash, in-kind

Earliest Date for Reimbursement: Date of Contract Execution

Time of Performance: 10/14/2024 - 6/30/2025

Program Specific Terms and Conditions

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

1. **BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT (Replaces Special Terms and Conditions #4 Billing Procedures and Payment)**

COMMERCE will pay Contractor not more often than monthly upon acceptance of services provided and receipt of properly completed invoices for completed milestones, which shall be submitted to the Representative for COMMERCE.

The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone.

However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor's control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

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

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

1. **SUBCONTRACTING** (Replaces General Terms and Conditions #15 Subcontracting)

The Contractor may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract.

In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

All reference to the Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

2. **PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request

3. **HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement

Immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act

4. ACKNOWLEDGMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;



- C.** Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D.** Any equipment purchased with CCA funding through a generally visible decal.

Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$50,000, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$0, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 Billing and Compensation for Performance Based Contract)

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

~~The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.~~

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

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

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

Invoices and End of Fiscal Year

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

~~Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date. The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.~~

~~Duplication of Billed Costs~~

~~The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.~~

~~Disallowed Costs~~

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

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

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

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

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law.

The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures.

The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The

Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING (Replaced by Program Specific Terms and Conditions #2 Subcontracting)

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or

acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

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

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

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Attachment A: Scope of Work

Project Name: Tumwater Fire Stations Solar and Storage Feasibility

Site Address: 311 Israel Road SW and 405 Linwood Ave SW in Tumwater, WA

Serving electric utility: Puget Sound Energy

Timeline: List major actions taken to facilitate the feasibility study:

Project Initiative	Action	Description/Deliverable	Estimated completion time
A: Phase I: Information Gathering and Data Collection			January 2025
A.1	Executed contract with consultant	Executed contract (sub-contractor)	January 2025
A.2	Community engagement plan	Simple documentation of planned community/stakeholder engagement (meeting dates, survey link, etc.)	January 2025
A.3	Kick-off meeting with key stakeholders	Stakeholder Meeting notes and	January 2025
A.4	Data Collection & Site Visit	Zip file with data gathered including photos from site visit	January 2025
B: Phase 2: Iterative Technical Design and Community Engagement			January - June 2025
B.1	Conceptual photovoltaic design	load profile; conceptual design	April 2025
B.2	Design review meeting	Updates to preliminary design notes and/or slide deck; list of any changes or challenges that arose	May 2025
B.3	Community engagement	Summary of community input	June 2025
C: Phase 3: Final Documentation			June 2025
C.1	Feasibility study report	Final feasibility report siting analysis; Financial analysis	June 2025

Analysis Anticipated:

<input checked="" type="checkbox"/> Electrical Load	<input checked="" type="checkbox"/> Structural load	<input type="checkbox"/> Wind Load
<input type="checkbox"/> SEPA	<input type="checkbox"/> NEPA	<input checked="" type="checkbox"/> Other (please specify): Emergency Management Plan

Project Summary:

This project will determine the feasibility and preliminary design of a solar plus battery energy storage system (S+BESS) system at Tumwater's two fire stations.

The scope of work includes:

- Consultant Selection & Contracting – Contractor will select a consultant responsible for studying the technical, economic, and environmental feasibility of installing a solar plus BESS system at Tumwater's two fire stations.
- Community & Stakeholder Engagement – Consultant will document plans to engage stakeholders and the wider community, including through meeting(s) and surveys. This also includes consultation with affected Tribes.
- Information Gathering & Data Collection – Consultant will gather and review on building usage, existing Emergency Management Plan and set goals for emergency preparedness, utility data, as-builts, and conduct a comprehensive site visit.
- Iterative Technical Design – Contractor will draft conceptual design and load profile, and will identify any potential construction challenges. Contractor will update designs following stakeholder engagement on the design.
- DAHP Assessment – Consultant will complete a cultural resource survey and inventory of the site according to WA Department of Archeology and Historical Preservation guidelines.
- Final Report – Consultant will submit their final report with all analysis, assessments, and evaluations to the Contractor at the close of the feasibility study. Contractor submit this report to the WA Department of Commerce as its final milestone.

Attachment B: Budget

All funding is subject to continued legislative authorization and re-appropriation where applicable.

Milestone	Deliverable(s)	Deliverable Description	Expected Completion Date	Percent of Grant	\$ Amount of grant
A: Contracting and Planning			December-24	10.0%	\$ 5,000.00
A.1	Executed contract with consultant	Executed Service Provider Contract with sub-consultant			
A.2	Community engagement plan	Simple documentation of planned community/stakeholder engagement (meeting dates, etc.)			
A.3	kick-off stakeholder meeting notes	Meeting Agenda and notes			
A.4	Data Collection and Site Visit	utility data, photos from site visit, and notes from site visit			
B: Iterative Technical Design and Community Engagement			June-25	40.0%	\$ 20,000.00
B.1	Conceptual design	load profile; conceptual design			
B.2	Ongoing Community/Stakeholder meetings	Meeting minutes and attendance from each meeting; Summary of community input to be included in project scope			
B.3	Community Engagement	summary of community input			
C: Final Documentation			June-25	50.0%	\$ 25,000.00
C.1	Feasibility study report	Final feasibility report siting analysis; Financial analysis			
			Total	100.0%	\$ 50,000.00

TOTAL AWARD AMOUNT:	\$ 50,000.00
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Attachment C: Reporting

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

The Contractor shall provide a quarterly report to COMMERCE, no later than 15 days after the end of each quarter. The report form will be provided by Commerce. The report should describe the project activity that occurred during the quarter, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.); and,
3. Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE.
4. Quarterly updated invoice projection sheet for grant expenditures. Commerce will provide the invoice projection sheet;

A final report and fact sheet will be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

Quarterly Reports Submission Deadlines

Quarter 1	April 15
Quarter 2	July 15
Quarter 3	October 15
Quarter 4	January 15

Attachment D: Proviso

Clean Energy Siting and Permitting

2023-2025 biennial operating budget

Clean Energy Siting and Permitting – Section 123, Subsection 7

\$10,000,000 of the climate commitment account—state appropriation is provided solely for grants to support port districts, counties, cities, towns, special purpose districts, any other municipal corporations or quasi-municipal corporations, and tribes to support siting and permitting of clean energy projects in the state. Eligible uses of grant funding provided in this section include supporting predevelopment work for sites intended for clean energy projects, land use studies, conducting or engaging in planning efforts such as planned actions and programmatic environmental impact statements, and staff to improve permit timeliness and certainty.

TO: City Council
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: November 19, 2024
 SUBJECT: Grant from the Dept of Ecology for the Golf Course Stormwater Retrofit Project Amendment 2 (labeled 4)

1) Recommended Action:

Approve and authorize the Mayor to sign the Amendment 2 of the Department of Ecology Grant for the Golf Course Stormwater Retrofit Project. The Public Works Committee recommended this agreement for approval via consent calendar at their November 7, 2024 meeting.

2) Background:

The City received a grant from the Department of Ecology to design and construct a system to treat stormwater runoff from the golf course parking lot. Currently, rain water that runs off the parking lot goes directly into the Deschutes River untreated. New studies have shown that chemicals found in tire dust create toxic water for coho salmon, a species that has been struggling to survive in the Deschutes River. This funding would allow Tumwater to construct a bioretention facility to treat that water, meeting requirements for the Salmon-Safe certification at the golf course.

This grant amendment fixes a clerical error on the part of the Department of Ecology by amending the start date of the agreement back to July 1, 2022 as reflected in the original agreement with Ecology. This amendment is the second grant amendment for this project, but is inaccurately labeled amendment number four due to an error in Ecology's grant software that created two additional amendments which were never pursued.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

4) Alternatives:

None.

5) Fiscal Notes:

The City of Tumwater received a \$123,717.33 grant from the Department of Ecology. A 25% match was required, with Ecology providing \$92,788.00 toward the design and construction of this project. In total, design and permitting is anticipated to cost \$194,681.08. The Parks Department is funding the remaining design and construction costs as part of the Golf Course Parking Lot Resurfacing Project outlined under General Government projects number 17 in the Tumwater Capital Improvement Plan 2024-2029.

6) Attachments:

A. Amendment 2 (labeled 4)



**AMENDMENT NO. 4
 TO AGREEMENT NO. WQC-2023-Tumwat-00051
 BETWEEN
 THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
 AND
 City of Tumwater**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Tumwater (RECIPIENT) for the Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design (PROJECT).

This amendment is required to change the Funding Effective Date for funding distribution EG230029 to match the Agreement Initiation Date, of 07/01/2022. The funding effective date was erroneously changed by Ecology in a previous amendment.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Effective Date:
 Original: 01/31/2024 Amended: 07/01/2022

CHANGES TO THE BUDGET

Funding Distribution EG230029

Funding Title: SFAP
 Funding Type: Grant
 Funding Effective Date: 07/01/2022 Funding Expiration Date: 10/16/2025
 Funding Source:

Title: SFAP - SFY23
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect: 0%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

City of Tumwater

Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design Project

Agreement No. WQC-2023-Tumwat-00051

SFAP	Task Total
Grant and Loan Administration	\$ 2,500.00
Cultural and Environmental Review, and Permitting	\$ 500.00
Design Plans and Specifications	\$ 25,000.00
Construction Management	\$ 3,500.00
Construction	\$ 92,017.33
Project Close Out	\$ 200.00

Total: \$ 123,717.33

City of Tumwater

Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design Project

Agreement No. WQC-2023-Tumwat-00051

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 30,929.33	\$ 92,788.00	\$ 123,717.33
Total		\$ 30,929.33	\$ 92,788.00	\$ 123,717.33

TO: City Council
 FROM: Brian Hurley, Fire Chief
 DATE: November 19, 2024
 SUBJECT: Interlocal Agreement with City of Olympia for Mark Noble Regional Training Center

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement with City of Olympia for use of the Mark Noble Regional Training Center. The Public Health and Safety Committee recommended this agreement for approval via the consent calendar at their November 12, 2024 meeting.

2) Background:

The Mark Noble Regional Training Center is a state-of-the-art fire training facility administered by the City of Olympia Fire Department. The facility has both commercial and residential fire training props with the capability to provide “live fire” training which is required annually. Tumwater first began using the facility in 2016 and the current agreement expires at the end of 2025.

3) Policy Support:

Provide and Sustain Quality Public Safety Services

- Ensure timely, efficient, and effective public safety response in our community
 - Explore and implement partnerships to improve efficiency of service delivery
-

4) Alternatives:

- Do not recommend approval
-

5) Fiscal Notes:

The contract amount is \$90,400 which is the same as 2024.

6) Attachments:

- A. Interlocal Agreement with Olympia for Mark Noble Regional Training Center

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
FOR
TRAINING SERVICES AT THE CITY OF OLYMPIA MARK NOBLE REGIONAL
TRAINING CENTER**

1. This agreement for training services (“Agreement”) is between the City of Olympia (“OLYMPIA”) and the City of Tumwater (TUMWATER”).

2. **RECITALS.**

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

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

2.4 **Purpose.** The purpose of this Agreement is to provide detail of fire training, including consumables, to the Tumwater Fire Department (“TFD”) at OLYMPIA’s Mark Noble Regional Fire Training Center (“Training Center”) located at 1305 Fones Road in Olympia, Washington, subject to the terms and conditions outlined in this Agreement and any exhibits or attachments incorporated by reference.

3. **DEFINITIONS.** In this Agreement, the following words shall have the meanings set forth below:

3.1 **Director of Training:** – Chief of Operations at the Training Center, employed by OLYMPIA at the Olympia Fire Department (“OFD”), responsible for managing the Training Center, which includes but is not limited to, setting curricula, scheduling classes, conducting evaluations of the effectiveness of the training programs, selecting training personnel, and determining performance and participation standards.

3.2 **Training Officers:** Employees from the OFD, or other agencies, designated by the Director of Training to perform certain tasks.

3.3 **Instructors:** Employees from the OFD, or other agencies, designated by the Director of Training to train and instruct firefighters, firefighter paramedics, and fire officers of their own or another department/district.

4. RESPONSIBILITIES OF TFD

4.1 **General.** In its use of the Training Center, TFD personnel shall adhere to all OFD facility rules and regulations, policies, and schedules as set forth by the Director of Training and in Appendix B.

4.2 **Annual Fee and Training Deliverables.** TFD shall pay to OFD a fee for nonexclusive access to and use of the Training Center (“Annual Fee”). The Annual Fee and list of training deliverables is set out in Appendix A to this Agreement. As noted in appendix A, the annual fee may be increased upon agreement of both parties to compensate for increased operating cost to OFD. In the event this Agreement is effective for portions of a year, the annual fee shall be pro-rated accordingly.

4.3 **Consumables.** TUMWATER shall pay a set fee to OLYMPIA for the use of standard consumables (“Consumables Fee”), above those defined in the list of deliverables. Consumables include items such as propane, smoke fluid, sheetrock, OSB, and similar supplies. The Consumables included in the contract are detailed in Appendix A.

4.4 **Method of Payment.** OFD will produce twice yearly billing statements on June 1 and December 1 that will include Annual and Consumables fees, as well as any additional costs provided for under this Agreement for TFD’s use of the Training Center. TFD agrees to remit payment to the OFD within thirty (30) days of receipt of the OFD’s invoice.

5. POLICIES & PROCEDURES – COMPLIANCE WITH LAW

5.1 **Policies.** TFD shall comply with OFD’s Fire Training Center Rules & Regulations, Policies, and Procedures. These are subject to change at the discretion of OFD. Except when such advance notice is impractical or unreasonable, OFD shall give at least thirty (30) days’ advance posted written notice of any changes. Provided that, when training on or related to vehicles or equipment of TFD (e.g., water tender, crash rescue equipment), policies, procedures, or protocols of TFD shall be followed. All policies and procedures shall be in writing and available to the Parties.

5.2 **Law.** The Parties shall comply with all applicable federal, state, and local laws including, without limitation, all OLYMPIA codes, ordinances, resolutions, and standards as they currently exist or are hereafter amended or newly adopted.

6. INDEMNIFICATION

6.1 **Indemnification.** TUMWATER shall defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from and against any and all claims, suits,

actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of TFD's use of the Training Center or from any activity, work or thing done, permitted, or suffered by TFD in or about the Training Center, except only such injury or damage as is caused by the negligence of OLYMPIA, subject to the terms of 6.2, below.

6.2 **No Indemnification for Joint TFD/OFD Training.** When OFD and TFD are training jointly at the Training Center, each party shall be responsible for its own defense of any claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property arising out of such joint training.

6.4 **Waiver of Immunity.** It is specifically and expressly understood that the indemnification provided herein constitutes the waiver by each Party to immunity under industrial insurance, Title 51 RCW, solely for the purposes of the indemnification under this Agreement Section 6. This waiver has been mutually negotiated by the Parties.

7. INSURANCE

TUMWATER 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 use of the Training Center.

7.1 **Minimum Scope of Insurance.** TUMWATER shall maintain insurance of the types described below, on the forms described or shall provide evidence of equivalent coverage through the Washington Cities Insurance Association (WCIA):

7.1.1 **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.1.2 **Commercial General Liability** insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.

7.1.3 **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

7.2. **Minimum Amounts of Insurance.** TUMWATER shall maintain the following insurance limits:

7.2.1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$ - 2,000,000 per accident.

7.2.3. **Commercial General Liability** insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.

7.3 **Verification of Coverage.** TUMWATER shall furnish OLYMPIA with certificates or other evidence of insurance coverage.

7.4 **Failure to Maintain Insurance.** Failure on the part of TUMWATER to maintain the insurance required shall constitute a material breach of Agreement, upon which OLYMPIA may, after giving written notice to TUMWATER to correct the breach, immediately terminate the Agreement.

7.5 **No Limitation.** TUMWATER's maintenance of insurance as required by the Agreement shall neither be construed to limit the liability of TUMWATER to the coverage provided by such insurance, nor to otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

8. **NO JOINT BOARD.** This Agreement creates no joint board and no separate legal entity.

9. DISPUTE RESOLUTION

9.1 **Informal.** The MNRFTC Director of Training, together with a TFD Chief, shall meet and attempt to resolve any matter of training, scheduling, personnel, financing, or any other dispute arising out of this Agreement. In the event that the parties fail to resolve the dispute, the Fire Chief of each Party shall meet and attempt to resolve any remaining issues. In the event the parties remain unable to reach agreement, the City Manager of the City of Olympia, who has ultimate authority over the Training Center and its activities, shall make a final decision on the dispute.

9.2 **Mediation.** Should TUMWATER disagree with the OLYMPIA City Manager's decision, TUMWATER may request mediation within thirty (30) days of the City Manager's decision. Upon agreement to mediate, the Parties shall attempt to mediate the dispute through a mutually agreeable third party. The cost of the mutually agreeable mediator will be born equally by the parties. Either party may terminate mediation at any time. If the parties cannot agree to a decision at mediation, either party may take such action as authorized under the Agreement, including commencement of an action in court.

10. GENERAL

10.1 **Amendments.** Except expressly allowed for revisions to Appendix A of this Agreement, no amendment to this Agreement shall be valid unless evidenced in writing, properly agreed to and authorized by each Party's governing authority.

10.2 **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall remain valid and in full force and effect.

10.3 **No Third Party Benefits.** This Agreement is entered into for the benefit of the Parties to the Agreement only and shall confer no benefits, direct or implied, on any third persons.

10.4 **Assignment.** Neither TUMWATER nor OLYMPIA shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

10.5 **No Waiver.** Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

10.6 **Captions.** The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

10.7 **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and Appendix. No ambiguity shall be construed against either Party upon a claim that the Party drafted ambiguous language.

10.8 **Recording.** Prior to its entry, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

10.9 **Notice.** Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

OLYMPIA

Attn: Fire Chief
Re: Training Agreement with City of Tumwater
PO Box 1967
Olympia, WA 98507-1967

TUMWATER

Attn: Fire Chief
Re: Training Agreement with City of Olympia
555 Israel Rd. S.W.
Tumwater, WA 98501

10.10 **Interpretation and Venue.** This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

10.11 **Entire Agreement.** This Agreement and Appendix A set forth all terms and conditions agreed upon by the OLYMPIA and TUMWATER, and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

11. RECORDS

11.1 **Financial Records**. Each Party agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and maintain such accounting procedures and practices as may be deemed 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 other Party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11.2 **Public Records Generally**. Each Party shall maintain public records in accordance with state law, in the manner and for the time period applicable to such records. If either Party receives a request for records created as a part of this program, each Party agrees to fully cooperate with the other in a timely response to any such request.

11.3 **Training Records**. TFD shall be responsible for maintaining a contract with an agreed upon vendor in support of this Interlocal with City of Olympia. See Appendix A for detail of specific responsibilities of each agency.

12. DURATION OF AGREEMENT & TERMINATION

12.1 **Effective Date**. This Agreement shall take effect on 1/1/2025 or the date of the last authorizing signature affixed and proper recording hereto.

12.2 **Term**. Unless otherwise terminated as provided herein, this Agreement shall continue until December 31, 2025.

12.3 **Non-Appropriation of Funds**. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future budget (calendar) year, neither OLYMPIA nor TUMWATER will be obligated to continue the Agreement after the end of the current calendar year, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to either Party in the event this provision applies.

12.4 **Surviving Provisions**. Agreement Sections 6 and 11 shall survive the termination of this Agreement, pursuant to their terms.

13. AUTHORIZATION AND EXECUTION. Each Party warrants that it is duly authorized to enter this Agreement and that the person(s) executing the Agreement are authorized to execute the Agreement for and on behalf of the identified Party

CITY OF OLYMPIA

Approved as to Form:

Steven J. Burney, City Manager

City Attorney

Date: _____

CITY OF TUMWATER

Attest:

Debbie Sullivan, Mayor

City Clerk

Date: _____

Approved as to Form:

City Attorney

APPENDIX A

FUNDING, DELIVERABLES AND RESPONSIBILITIES

(1) Annual Fee: TUMWATER shall pay to OLYMPIA a flat rate annual **\$90,400** fee for specific fire training as detailed, nonexclusive access to the Training Center property for fire training as outlined in this Agreement, and certain Consumables. Fee may be increased upon agreement of both parties for the 2025 period to compensate for increased operating cost to OFD.

(2) Scheduling: TFD is responsible for coordinating scheduling with OFD, so as to avoid any scheduling conflicts with other training. After the training schedule is set by OFD, communication to TFD Members regarding schedules and training content is the responsibility of TFD.

(3) Consumables: TUMWATER shall pay to OLYMPIA for consumables above and beyond those described in Training Deliverables, below. The fee included in the annual fee includes items such as, propane, smoke fluid, sheetrock, and the first 90 sheets of OSB.

(4) Training Deliverables:

Completion of this training meets:

- Washington Administrative Code 296-305
- NFPA requirements of 1403 “Standards on Live Fire Training Evolutions”

APPENDIX A (cont.)

Annually

<i>Blue Card Command Training</i>		<i>Discretionary Training</i>			
<i>Required on-line course not included within this contract</i>	<i>Train all TFD Officers in initial BC Certification Program AND; provide monthly command sim-training at CTC (last Thursday of month)</i>			<i>TFD and/or OFD instruction plus TFD self-directed training (first 90 sheets of OSB included)</i>	<i>TFD shall have access to full MNRFTC campus (as available) no less than 150 hours annually</i>
		<i>Multi Company Operations Training</i>		<i>Search and Rescue/May Day Ops/Truck Co. Operations</i>	
<i>Live Fire Training</i>		<i>Fire Ground Survival</i>		<i>Direct Delivery (includes sheetrock for prop)</i>	
<i>Direct Delivery (includes propane, ntg, and smoke fluid)</i>	<i>Members engaged in firefighting duties certified bi-annually</i>		<i>Member engaged in firefighting certified bi-annually</i>	<i>Includes consumables as needed per discipline</i>	<i>TFD will be offered one slot for each of their three shifts at every CMT HOT event offered.</i>

(6) TFD will ensure that:

- Responsible TFD members will provide personnel training rosters to OFD with all required information, for entry into records management software by OFD in a timely manner.
- Responsibility of quality control within the records management site and entered/archived data pertaining to TFD members remains with the Tumwater Fire Department and TFD Designated Training Officer.
- Assure that TFD members adhere to the rules & regulations for use of premises. (Appendix B)

(7) Attendance:

- Attendance at scheduled training is required. Absences will be counted as training hours.
- City of Olympia will not be liable for any issues arising from TFD members not completing on-line or hands on assigned training.

APPENDIX A (cont.)

(8) Specific Training/Curricula:

- Live Fire Training – Blue Card Simulations, and “The Nozzle Forward”
- Fire Ground Survival – Joint IAFF & IAFC copyrighted program.
- Other (discretionary) curricula, as approved by the Director of Training.

(9) Operational Contacts for OLYMPIA (in order of authority):

1. Olympia Training Officer (Initial Contact)

2. Director of Training for MNRFTC

3. Olympia Fire Chief

4. Olympia City Manager (Highest Authority)

APPENDIX B

CITY OF OLYMPIA MARK NOBLE REGIONAL FIRE TRAINING CENTER RULES & REGULATIONS FOR USE OF PREMISES Version September 2019

General rules:

- All fire training shall be performed in accordance with all applicable laws, regulations, and safety standards including but not limited to NFPA standards and applicable WAC provisions;
- There shall be no alteration of onsite props.
- **Training Organizations are required to remove all personal items at the end of the training and shall leave the facilities and grounds in the same condition as when they arrived;**
- Training Organizations shall supervise trainees and ensure that all trainees are properly informed about rules and regulations of the facility as well as proper protocol for the particular Training;
- **The Training Organization understands that additional instruction and/or training may be occurring in other areas of the MNRFTC at the same time and Training Organization will ensure that trainees stay within the areas specifically reserved for this Training, except when necessary to enter or exit the MNRFTC.**
- Decisions of the City of Olympia's designated MNRFTC Trainers and Instructors are final.

Rules specific to classroom use:

- Occupancy is limited to (per OFD TRAINING OFFICER)
- Food and beverages are allowed at the trainer's discretion

For rules specific to live fire training, see the document entitled,

STRUCTURAL FIRE TRAINER ACTION PLAN (issued at time of live fire training event).

Misuse of the facility and/or failure to comply with these Rules & Regulations, as well as those posted on the Premises, may result in the City's cancellation and/or early termination of a training event, possible forfeiture of the fee and potential denial of any future use.

Reservations & Fees:

- Reservations and fees cannot be transferred to another organization and/or individual without the express written permission of the MNRFTC Director of Training ("Director").
- TFD and OFD has agreed to allow Tumwater Police Department to utilize up to 36 hours of TFD's training time annually.

Cancellation:

- Should the Training Organization wish to cancel the Training, notice to the City must be received at least seven (7) days prior to the scheduled Training except for instances of Greater Alarm Calls or disasters. The Training Organization recognizes that without proper notice of cancellation, the City may be unable to schedule another event in the area that was to be used for the Training. **Should the Training Organization cancel without the required notice, the availability of future training reservations will be at the sole discretion of the City depending on the circumstances.**

TO: City Council
 FROM: Brian Hurley, Fire Chief
 DATE: November 19, 2024
 SUBJECT: Interlocal Agreement with City of Olympia for FDCARES Program

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement with the City of Olympia for FDCARES program. The Public Health and Safety Committee recommended this agreement for approval via the consent calendar at their November 12, 2024 meeting.

2) Background:

In 2024 the City of Olympia Fire Department stood up an “FDCARES” or Fire Department Community Assistance, Referral, and Education Services program. The CARES program manager and staff are referred potential clients by fire department responders. FD responders often contact individuals in the community who have needs beyond what 911 responders can provide. The CARES program provides a mechanism to screen individuals to identify specific needs and refer to appropriate community resources. The program also provides targeted community outreach for service delivery and education. This partnership will fund one half of a position in the OFD CARES program to assist potential clients in Tumwater as referred by TFD staff.

3) Policy Support:

Build a Community Recognized for Quality, Compassion, and Humanity

- Develop partnerships and support strategies with community human and social service organizations to improve service delivery to people in need, including senior citizens, low-income residents and others.

Provide and Sustain Quality Public Safety Services

- Ensure timely, efficient, and effective public safety response in our community
 - Explore and implement partnerships to improve efficiency of service delivery
-

4) Alternatives:

- Do not recommend approval
-

5) Fiscal Notes:

Contract amount is \$69,087 for 2025 with 4% adjustment in 2026.

6) Attachments:

- A. Interlocal Agreement with the City of Olympia for FDCARES services

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
FOR
COMMUNITY ASSISTANCE REFERRAL AND EDUCATION SERVICES PROVIDED
BY THE CITY OF OLYMPIA FIRE DEPARTMENT**

1. This agreement for CARES services (“Agreement”) is between the City of Olympia (“OLYMPIA”) and the City of Tumwater (“TUMWATER”).

2. **RECITALS.**

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

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

2.4 **Purpose.** The purpose of this Agreement is to provide client services to the Tumwater Fire Department (“TFD”) under the Olympia Fire Department CARES program, within the City of Tumwater. CARES services will be provided through referrals received from the Tumwater Fire Department as outlined in the OFD CARES scope of work attached as Appendix B.

3. **DEFINITIONS.** In this Agreement, the following words shall have the meanings set forth below:

3.1 **CARES Manager:** – CARES Manager located at OFD Fire Headquarters, employed by the City of OLYMPIA at the Olympia Fire Department (“OFD”), responsible for managing the CARES program, which includes but is not limited to, staff training, program development and expansion, program implementation, and determining performance and participation standards.

3.2 **CARES Specialists:** Employees from the OFD, designated by the CARES program manager to perform tasks within the scope of work of OFD CARES.

3.3 **Deputy Chief of Community Risk Reduction:** Deputy Chief of Community Risk Reduction (“CRR”), located at OFD Fire Headquarters, employed by the City of OLYMPIA at the Olympia Fire Department (“OFD”), responsible for oversight of department of CRR prevention programs.

4. RESPONSIBILITIES OF TFD

4.1 **General.** Through interlocal agreement, TFD personnel shall adhere to the Olympia Fire Department CARES scope of work and services, as provided.

4.2 **Fee and Service Deliverables.** TFD shall pay to the City of OLYMPIA a fee for CARES services provided by the CARES Manager, and CARES Specialists assigned and delegated by the CARES Manager. The fee for service and list of service deliverables is set out in Appendix A to this Agreement. As noted in Appendix A, the fee will be adjusted annually based on Consumer Price Index (“CPI”) upon agreement of both parties to compensate for increased operating cost. The Service Deliverables will mirror the current OFD CARES scope of work, serving community members of the city of Tumwater.

4.3 **Travel and Transportation.** TFD shall provide a reliable and safe vehicle for use by the designated CARES Specialist, or CARES Manager. The vehicle will be branded with a CARES logo identifying Olympia serving Tumwater, as agreed by both parties, and available between the hours of 0700 and 1900 Monday through Friday. Vehicle maintenance costs and any necessary repairs will be completed by Tumwater, unless covered by a vehicle maintenance plan or motor vehicle insurance. Tumwater will pay fuel expenses for the Tumwater CARES vehicle.

4.4 **Method of Payment.** OFD will produce twice yearly billing statements on June 1 and December 1 that will include staffing, administrative and program fees. TFD agrees to remit payment within thirty (30) days of receipt of the OFD’s invoice.

5. COMPLIANCE WITH LAW

5.1 **Law.** The Parties shall comply with all applicable federal, state, and local laws including, without limitation, OLYMPIA and TUMWATER city codes, ordinances, resolutions, traffic laws and standards as they currently exist or are hereafter amended or newly adopted.

6. INDEMNIFICATION

6.1 **Indemnification.** TUMWATER agrees to defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with TUMWATER’S performance of this Agreement.

OLYMPIA agrees to defend, indemnify and hold TUMWATER, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with OLYMPIA’S performance of the Agreement.

6.2 **Waiver of Immunity.** It is specifically and expressly understood that the indemnification provided herein constitutes the waiver by each Party to immunity under industrial insurance, Title 51 RCW, solely for the purposes of the indemnification under this Agreement Section 6. This waiver has been mutually negotiated by the Parties.

7. **INSURANCE.**

7.1 **Minimum Scope of Insurance.** TUMWATER shall maintain insurance of the types described below, on the forms described or shall provide evidence of equivalent coverage through the Washington Cities Insurance Association (WCIA):

7.1.1 **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.1.2 **Commercial General Liability** insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.

7.1.3 **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

7.2. **Minimum Amounts of Insurance.** TUMWATER shall maintain the following insurance limits:

7.2.1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$ - 2,000,000 per accident.

7.2.3. **Commercial General Liability** insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.

7.3 **Verification of Coverage.** TUMWATER shall furnish OLYMPIA with certificates or other evidence of insurance coverage.

7.4 **Failure to Maintain Insurance.** Failure on the part of TUMWATER to maintain the insurance required shall constitute a material breach of Agreement, upon which OLYMPIA may, after giving written notice to TUMWATER to correct the breach, immediately terminate the Agreement.

7.5 **No Limitation.** TUMWATER's maintenance of insurance as required by the Agreement shall neither be construed to limit the liability of TUMWATER to the coverage provided by such insurance, nor to otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

8. **NO JOINT BOARD.** This Agreement creates no joint board and no separate legal entity.

9. **DISPUTE RESOLUTION**

9.1 **Informal.** The CARES Manager, together with the Tumwater Fire Deputy Chief shall meet and attempt to resolve any matter of training, scheduling, personnel, scope of work, or any other dispute arising out of this Agreement. If the parties are unable to resolve the dispute, the Deputy Chief of Community Risk Reduction and Tumwater Fire Chief shall meet and attempt to resolve any remaining issues. In the event parties remain unable to reach agreement, the Olympia Fire Chief, shall make a final decision on the dispute.

9.2 **Mediation.** Should the parties continue to be unable to resolve the matter, either party may request mediation. The parties shall attempt to mediate the dispute through a mutually agreeable third party. The cost of the mutually agreeable mediator will be born equally by the parties. Either party may terminate mediation at any time. If the parties cannot agree to a decision at mediation, either party may take such action as authorized under the Agreement, including commencement of an action in court.

10. GENERAL

10.1 **Amendments.** Except expressly allowed for revisions to Appendix A of this Agreement, no amendment to this Agreement shall be valid unless evidenced in writing, properly agreed to and authorized by each Party's governing authority.

10.2 **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall remain valid and in full force and effect.

10.3 **No Third Party Benefits.** This Agreement is entered into for the benefit of the Parties to the Agreement only and shall confer no benefits, direct or implied, on any third persons.

10.4 **Assignment.** Neither TUMWATER nor OLYMPIA shall have the right to transfer or assign, in whole or in part, any or all its obligations and rights hereunder without the prior written consent of the other Party.

10.5 **No Waiver.** Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

10.6 **Captions.** The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

10.7 **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and Appendix. No ambiguity shall be construed against either Party upon a claim that the Party drafted ambiguous language.

10.8 **Recording.** Prior to its entry, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

10.9 **Notice.** Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

OLYMPIA

Attn: Fire Chief
 Re: CARES Agreement with City of Tumwater
 PO Box 1967
 Olympia, WA 98507-1967

TUMWATER

Attn: Fire Chief
 Re: CARES Agreement with City of Olympia
 555 Israel Rd. S.W.
 Tumwater, WA 98501

10.10 **Interpretation and Venue.** This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

10.11 **Entire Agreement.** This Agreement and the attached appendices set forth all terms and conditions agreed upon by the City of OLYMPIA and City of TUMWATER, and supersedes any and all agreements oral or otherwise with respect to the CARES services addressed herein.

11. RECORDS

11.1 **Financial Records.** Each Party agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and maintain such accounting procedures and practices as may be deemed 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 other Party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11.2 **Public Records Generally.** Each Party shall maintain public records in accordance with state law, in the manner and for the time period applicable to such records. If either Party receives a request for records created as a part of this program, each Party agrees to fully cooperate with the other in a timely response to any such request.

12. DURATION OF AGREEMENT & TERMINATION

12.1 **Effective Date.** This Agreement shall take effect on 1/1/2025 or the date of the last authorizing signature affixed and proper recording hereto whichever is later.

12.2 **Term.** Unless otherwise terminated as provided herein, this Agreement is valid through December 31, 2026. The agreement may be amended upon written agreement of both parties.

12.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future budget (calendar) years, the terminating party agrees to provide 30 days written notice indicating intent to terminate the agreement. No penalty or expense shall accrue to either Party in the event this provision applies.

12.4 **Termination of Agreement.** This Agreement may be terminated upon sixty (60) days' notice to the other party using the method of notice provided for in this Agreement.

12.5 **Surviving Provisions.** Agreement Sections 6 and 11 shall survive the termination of this Agreement, pursuant to their terms.

13. AUTHORIZATION AND EXECUTION. Each Party warrants that it is duly authorized to enter this Agreement and that the person(s) executing the Agreement are authorized to execute the Agreement for and on behalf of the identified Party

CITY OF OLYMPIA

Approved as to Form:

Steven J. Burney, City Manager

City Attorney

Date: _____

CITY OF TUMWATER

Approved as to Form:

Debbie Sullivan, Mayor

Karen Kirkpatrick, City Attorney

Date: _____

Attest:

Melody Valiant, City Clerk

APPENDIX A

FUNDING, DELIVERABLES AND RESPONSIBILITIES

(1) Annual Fee: The City of TUMWATER shall pay to the City of OLYMPIA a flat rate annual fee of **\$69,087**, designated to fund CARES services, including salary and benefits, administrative fees and program costs for the year 2025. The annual fee is subject to four percent (4%) Consumer Price Index adjustment for 2026. CPI rate adjustments will be evaluated upon contract renewal after 2026.

(2) Scheduling: The CARES program manager, under the directive of the City of Olympia Fire Department, is responsible for ensuring CARES program staff are scheduled weekly to appropriately meet the expectations of the service delivery, as agreed upon by both parties.

(3) Service Deliverables:

The City of OLYMPIA AGREES TO PROVIDE, UNDER THIS AGREEMENT:

Service delivery under the CARES program, including but not limited to;

1. Screening of individuals to determine and identify specific needs.
2. Referral to community and county resources, as deemed appropriate for meeting the specific needs identified for the individual client.
3. Targeted outreach for service delivery and education.
4. Data outcomes and quality assurance.

Data will be captured by OFD CARES and provided to Tumwater monthly. Desired outcomes will include the following areas:

- Post-screening willingness to engage in services.
- Number of individuals referred for services by Tumwater Fire.
- Service completion outcomes.

APPENDIX A (cont.)

(4) Parties will ensure that:

- Parties will comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, or as amended, in connection with the provision of services outlined elsewhere in this agreement.
- Referrals sent from TUMWATER will include all information requested by OFD CARES, necessary for delivery of services.
- All necessary staffing requirements, including background checks, are available upon request by either party.

(5) Specific Training/Curricula:

- OFD CARES Manager will ensure that employees have adequate training opportunities necessary for professional development and performance:

15 hours of training annually within the following core competencies:

- Discrimination and/or Cultural Diversity*
- LGBTQ+, Gender and Identity*
- Equity and Inclusion*
- Bullying or Harassment*
- Ethics*
- Human Rights: Social, Environmental and/or Economic*
- De-escalation and/or Emergency response*
- Interpersonal Communications, effective communication, or Active Listening
- Injury Prevention
- CPR and Bloodborne Pathogens (as needed for certification)
- Personal Wellness/Safety

Trainings offered by the City of Olympia may include these core competencies and count toward the 15 hours. Some required City of Olympia employee trainings will not fall within the competency or hours requirements. CARES team members will be connected through a weekly team meeting for case consultation and support. This meeting does not count as training hours.

APPENDIX A (cont.)

(6) Operational Contacts for OLYMPIA (in order of authority):

- 1. OFD CARES Specialist, assigned to Tumwater referrals (Initial Contact)**
- 2. CARES Manager**
- 3. Deputy Chief of Community Risk Reduction**
- 4. Olympia Fire Chief**
- 5. Olympia City Manager (Highest Authority)**

(7) Operational Contacts for TUMWATER (in order of authority):

- 1. Tumwater Fire Original Referent (Initial Contact)**
- 2. TFD Medical Services Officer**
- 3. Tumwater Deputy Chief**
- 5. Tumwater City Administrator (Highest Authority)**

APPENDIX B

CITY OF OLYMPIA COMMUNITY ASSISTANCE REFERRAL AND EDUCATION SERVICES: GENERAL STANDARD SCOPE OF WORK Version September 2024

CARES RESPONSE

The CARES team will assess each individual situation, offering support as appropriate to housed and unhoused individuals when there is no criminal nexus, physical threat or emergent medical need that require police or fire department intervention. We are committed to quick referral responses and personal connections with new clients within seven days.

As a team we are trained to help in the following ways:

- ✓ **We make ourselves available to our community. We are helpers.**
- ✓ **By being present and patiently discerning how best to help.**
 - Provide a consult in-person or by phone.*
 - Respond to the need in a timely manner.*
 - Before leaving, making sure they are safe and supported.*
- ✓ **By awareness and navigation of social service and medical care resources available.**
- ✓ **By seeking clinical consultation and providing competent case management.**
 - Connect with the appropriate professionals.*
 - Lean on your team for reframing and consultation.*
 - Work with the City and County Mobile Outreach Teams when mental health or homelessness is a concern.*
 - Depending on the situation, linking them up with needed resources.*
 - Recurring contact with a clear handoff at the end of the provided services.*
- ✓ **By helping with the next steps, with permission. We are a liaison.**
 - Calling loved ones, insurance, medical and other service providers.*
 - Assist in completing paperwork, phone calls and technology.*
 - Talking with relatives, neighbors, and friends when appropriate.*
- ✓ **By being aware of our limitations and liability.**

APPENDIX B (cont.)

REFERRAL ACCEPTANCE AND RESOLUTION

OFD CARES will offer case management services with an intended threshold maximum of 90 days. In that timeframe there will be response, assessment, short-term case management and treatment planning with the goal of reducing concern of further compromised health, undue homelessness and increased emotional stability.

Culturally Competent short-term Case Management: We are continually working with providers in the community offering culturally competent therapeutic services, experienced in working with a variety of populations and demographics.

Responder Support: Most CARES referrals assigned to the designated CARES Specialist will come directly from firefighters and EMS within the Tumwater Fire Department. The CARES Specialist and CARES Manager are available for questions, aiming to offer a support system and opportunity for consultation and conversation.

Once an initial screening has been completed, it will be determined if the individual qualifies for additional services, and whether he/she/they choose to engage in the voluntary and free CARES program. If services are determined beneficial and the client agrees, a full assessment will be conducted with the client, individual goal setting will occur, and any necessary release forms will be signed to begin the service process. Clients will be connected to community supports appropriate for their individual needs, with the goal of establishing two or more long-term providers or services for continued care. A client may choose to withdraw from services at any time.

APPENDIX B (cont.)

Client information will be housed in the Julota platform to maintain client confidentiality and information security. Training on Julota will occur for each member of the OFD CARES team, which includes all necessary assessment tools. Each attempt or successful engagement will be documented in the client file, including but not limited to any recommended services, referrals to external supports, and summarized notes of the interactions. HIPAA privacy rules will apply.

Recognizing the complex behavioral, medical, and mental health needs of each client, OFD CARES will attempt to resource available familial connections, close friends and community resources that are the most appropriate in addressing the current concerns. OFD CARES collaborates with a variety of public agencies, healthcare organizations, and social service providers with the goal of establishing care resources and connections. By offering client-centered services OFD CARES can build meaningful relationships, reduce 911 dependence and influence more cost-effective options, benefiting both clients and the community.

Once most treatment goals have been reached and/or referred to trusted resources, the CARES team will withdraw as a point of ongoing connection. A follow up phone call will be conducted at 30 days post discharge. Built trust and reassurance will be an encouragement to the client to reach out to their CARES team if there are future concerns, in lieu of calling 911.

***ALL CLIENT DATA AND CHARTING WILL BE SECURELY STORED IN JULOTA AND ACCESSIBLE ONLY BY USERS DESIGNATED BY THE OLYMPIA FIRE DEPARTMENT OR TUMWATER FIRE DEPARTMENT. STEP BY STEP PRINTABLE USER INSTRUCTIONS ARE AVAILABLE IN THE JULOTA PLATFORM.**

APPENDIX B (cont.)

PROCESSING A REFERRAL:

All referrals will be documented within Julota, a secure software program.

Screening:

Once the screening occurs, the client will be assigned to a CARES specialist based on the primary concern identified during the screening based on but not limited to the following criteria:

Assistance with medical, dental or other health needs

Mental Health service coordination

Housing: including availability, conditions and safety

Facility Follow up

Fall Risk and Fall Prevention

Fire safety

Remote Service and/or In-Person safety criteria

No clearly identified primary concern, additional information needed

Services will be initiated if criteria are met.

Best Practice:

Once the screening is completed, and safety determinations are made:

Client will be assigned to one (1) CARES Specialist

CARES Specialists will request assistance if safety is uncertain.

CARES Specialists will not go into a home independently with known safety concerns.

CARES Manager will be notified of any safety concerns, resulting in injury, 911 dispatch contact or a discontinuation of client services by the CARES specialist due to safety.

Post-service follow-up calls will occur 30 days after service has been SUCCESSFULLY closed. This is documented in a closed service as an encounter outside of service. A new service will be initiated, if needed.

If determined that a service needs to be re-opened two things will need to be considered:

Can the new service be done by phone or does it require in-person contact?

Does the new service seem best suited for a specific CARES Specialist based on the typical screening assignment list above?

TO: City Council
 FROM: Colby Fletcher, Construction Engineer
 DATE: November 19, 2024
 SUBJECT: Acceptance of Work with Sound Pacific Construction for the 2022 Pedestrian Improvements project

1) Recommended Action:

Accept the 2022 Pedestrian Improvements project as complete and authorize the Mayor to release the performance bond as soon as the laws of the state of Washington allow. The acceptance of this work was recommended for approval on the Council consent agenda at the November 7, 2024 Public Works Committee meeting.

2) Background:

The 2022 Pedestrian Improvements Project was a construction project that addressed various sidewalk deficiencies on residential streets, installed Rectangular Rapid-Flashing Beacons (RRFB) to enhance safety at two existing midblock pedestrian crossings, and the installation of one new pedestrian crossing to restore full pedestrian accessibility at an existing intersection.

The sidewalk deficiencies addressed by this project were identified through data collection as part of the Americans with Disabilities Act (ADA) Transition Plan Update. The RRFB installations occurred at the 5100 Capitol Boulevard SE crossing and the 1850 Barnes Boulevard SW crossing. The new crossing installation occurred at the south leg of the Capitol Boulevard SE and Custer Way SW intersection.

The Public Works Contract with the low bidder, Sound Pacific Construction, was signed on July 7, 2022, for a total bid amount of \$493,337.00. Work on this project is complete and the final construction amount is \$497,877.97.

3) Policy Support:

Strategic Priorities and Goals 2021-2026:

- B. Build a Community Recognized for Quality, Compassion and Humanity
 - C. Create and Maintain a Transportation System Safe for All Modes of Travel
-

4) Alternatives:

- Do not accept the project as complete and direct staff to pursue alternative actions(s).
-

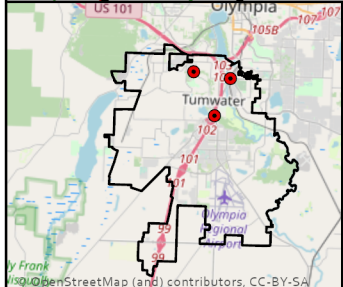
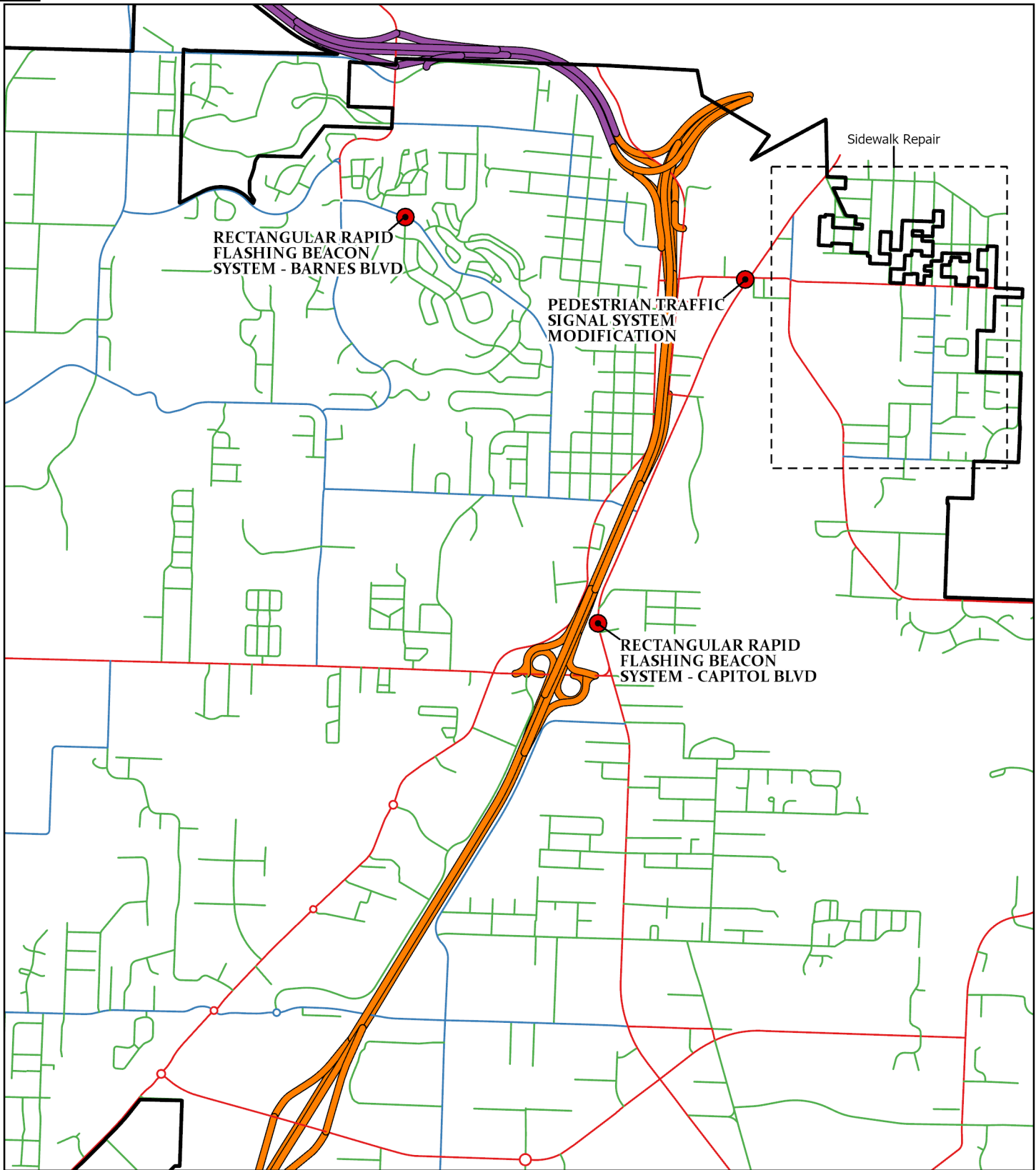
5) Fiscal Notes:

Funding for the project came from the Transportation CFP, Transportation Benefit District,

Tumwater School District, and the City of Tumwater.

6) Attachments:

A. Vicinity Map

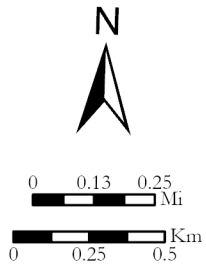


2022 Pedestrian Improvements

- Improvement Sites
- Tumwater City Limits
- Arterial
- Collector
- Residential
- State Freeway
- Interstate Freeway

2022

Coordinate System: NAD 1983 HARN StatePlane Washington South FIPS 4602 Feet



TO: City Council
 FROM: Daryl Epstein, Engineer II
 DATE: November 19, 2024
 SUBJECT: Acceptance of Work with Miles Resources, LLC. for the 2023 Pavement Maintenance project

1) Recommended Action:

Accept the 2023 Pavement Maintenance project as complete and authorize the Mayor to release the performance bond as soon as the laws of the state of Washington allow. The acceptance of this work was recommended for approval on the Council consent agenda at the November 7, 2024 Public Works Committee meeting.

2) Background:

The 2023 Pavement Maintenance project encompassed grind & inlay, RPM replacement, citywide striping, and crack seal of many roads within the City of Tumwater. All curb ramps within the extents of paving limits were replaced with new ADA ramps, and areas where obvious pavement and subgrade damage existed were targeted for pavement/roadway repair.

The Public Works contract with the low bidder, Miles Resources, was signed on May 19, 2023, for \$3,857,857.00. Work on this project is now complete; the final contract total is \$4,171,958.32.

3) Policy Support:

Strategic Priorities and Goals 2021-2026:

- B. Build a Community Recognized for Quality, Compassion and Humanity
 - C. Create and Maintain a Transportation System Safe for All Modes of Travel
-

4) Alternatives:

- Do not accept the project as complete and direct staff to pursue alternative actions(s).
-

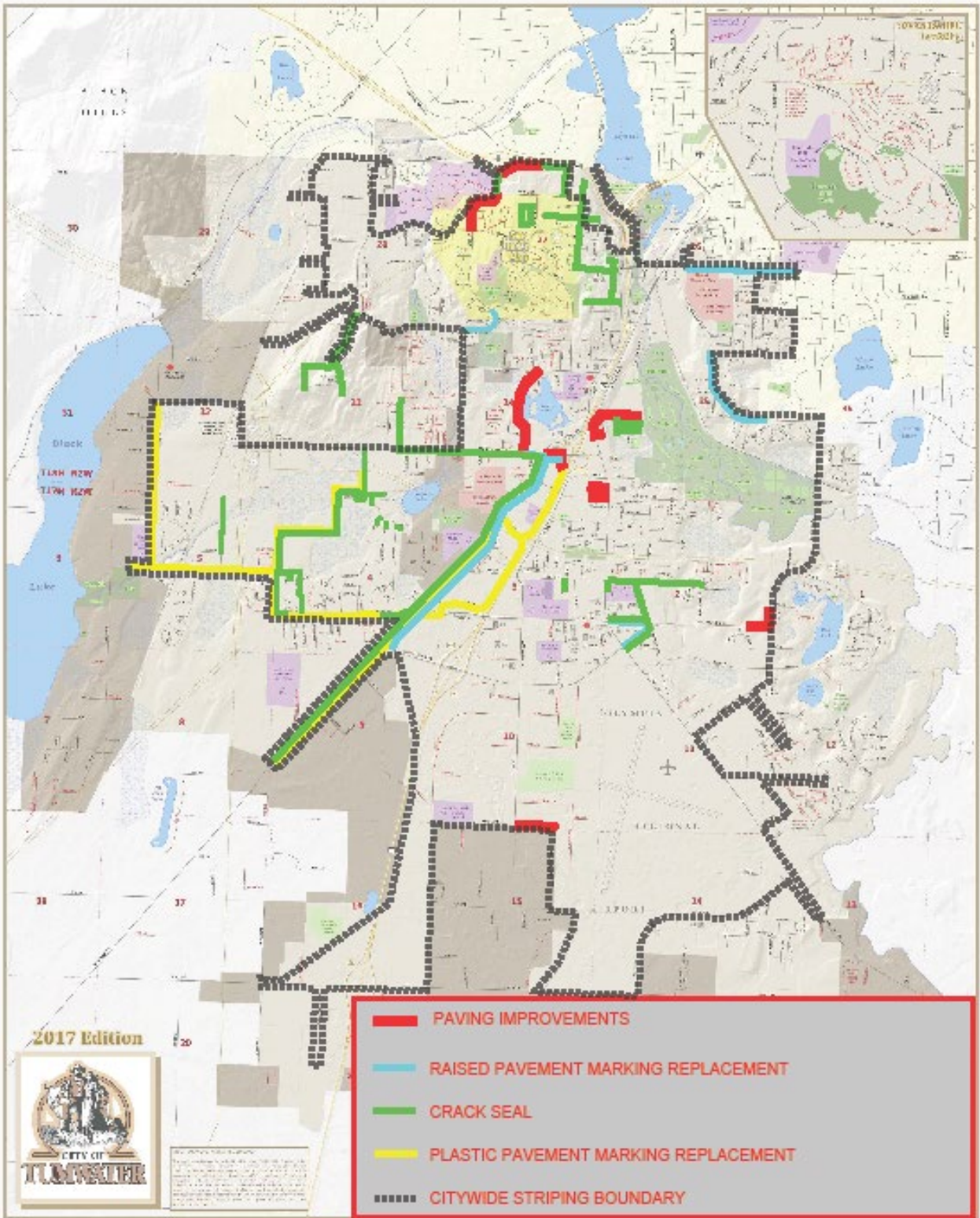
5) Fiscal Notes:

Funding for the project came from the Transportation Benefit District.

6) Attachments:

- A. Vicinity Map

ATTACHMENT A: VICINITY MAP



TO: City Council
 FROM: Don Carney, Capital Projects Manager
 DATE: November 19, 2024
 SUBJECT: Old Hwy 99 & 79th Ave Roundabout Schedule 74 Underground Conversion Design Agreement with Puget Sound Energy

1) Recommended Action:

Approve and authorize the Mayor to sign the Puget Sound Energy (PSE) Schedule 74 Underground Conversion Design Agreement to design the utility underground conversion for the Old Hwy 99 and 79th Ave Roundabout Project. This agreement was recommended for approval on the Council consent agenda at the November 7, 2024 Public Works Committee meeting.

2) Background:

In 2023, the City signed a Service Provider Agreement with HDR Engineering to provide the design of a roundabout at the intersection of Hwy 99 and 79th Ave SE and frontage improvements along city-owned parcels at the intersection of 79th Ave SE and Trails End Drive SE. The roundabout and frontage improvements work includes placing all overhead utilities underground within the project limits.

The City had determined that road improvement projects would include conversions of all utilities from overhead to underground where feasible. Under Schedule 74 rules a government entity can elect to put overhead electrical facilities underground and PSE will share the cost in design for the underground conversion. The cost of design is shared 60% PSE and 40% City.

By approving the Schedule 74 Underground Conversion Project Design Agreement, Puget Sound Energy will begin design for the underground conversion along with these improvements. The Schedule 74 Design Agreement outlines the conditions and terms of the agreement. These documents are required by PSE to begin their design.

3) Policy Support:

Create and Maintain a Transportation System Safe for All Modes of Travel

- Continue to improve maintenance and interconnectivity of a bicycle and pedestrian system.
 - Continue improving the maintenance of the transportation system.
-

4) Alternatives:

- Deny the agreement and retain utilities overhead.
-

5) Fiscal Notes:

The funds to complete the Schedule 74 Project Design Agreement will come from the Transportation CFP. The City will pay 40% of the costs, and PSE will pay 60% of the costs.

6) Attachments:

- A. Schedule 74 Underground Conversion, Project Design Agreement
- B. Project Overview

SCHEDULE 74 UNDERGROUND CONVERSION**Project Design Agreement**

Project Name: OLD HWY 99 SE & 79TH AVE SE RAB IMPROVEMENT

Project Number: 101169283

THIS Agreement, dated as of this 29 day of July, 2024, is made by and between City of Tumwater, a City (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy and, pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity is considering conversion of the Company's existing overhead electric distribution system to a comparable underground electric distribution, as more specifically described in the Scope of Work (as defined in paragraph 2, below) furnished to the Company by the Government Entity (the "Conversion Project").

C. The Government Entity has requested that the Company perform certain engineering design services and otherwise work cooperatively with the Government Entity to develop a mutually acceptable Project Plan (as defined in paragraph 6, below) for the Conversion Project, in accordance with and subject to the terms and conditions of this Agreement (the "Design Work").

D. The Government Entity and the Company wish to execute this written contract in accordance with "Exhibit A" Schedule 74 of the Company's Electric Tariff G, incorporated herein, ("Schedule 74") to govern the Design Work for the Conversion Project.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Exhibit B, "PSE Schedule 74 Briefing Book" and Exhibit C "Appendices to PSE Schedule 74 Briefing Book" are hereby incorporated into this contract. Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement.
2. The Government Entity shall, within ten (10) business days after the date of this Agreement, provide the Company with a written scope of work for the Conversion Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Conversion Project, (b) a list of the key milestone dates for the Conversion Project, (c) reasonably detailed drawings showing any associated planned improvements to the Public Thoroughfare, and (d) a statement as to whether the Government Entity desires to install the ducts and vaults for the Conversion Project (the "Scope of Work"). The Government Entity shall provide the Company two (2) hard copies of the Scope of Work and a copy of the relevant electronic file(s) in a mutually agreed electronic format.
3. Within ten (10) business days of its receipt of the Scope of Work, the Company shall prepare and submit to the Government Entity (a) a reasonably detailed, good faith estimate of the cost to perform the Design Work (the "Design Cost Estimate"), and (b) a proposed schedule for completion of the Design Work which, to the extent reasonably practicable, reflects the applicable key milestone dates

Design Agreement, Attachment "A" to Schedule 74, Page 1
 OLD HWY 99 SE & 79TH AVE SE RAB IMPROVEMENT

specified in the Scope of Work and provides for completion of the Design Work within ninety (90) business days from the date the Company receives the Government Entity's notice to proceed under paragraph 5, below (the "Design Schedule"). The proposed Design Cost Estimate and the proposed Design Schedule shall be based upon the then-current Scope of Work. Unless otherwise specified in the Scope of Work, the Design Work shall not include negotiation or acquisition of third party property rights but shall include preliminary planning between the Company and the Government Entity regarding their respective obligations for negotiating and acquiring third party property rights.

4. Within ten (10) business days after the Government Entity's receipt of the proposed Design Cost Estimate and the proposed Design Schedule from the Company, the Government Entity and the Company shall meet in order to (a) review the proposed Design Cost Estimate, (b) review the proposed Design Schedule; (c) review the Scope of Work, and (d) make any changes necessary to create a final Scope of Work, final Design Cost Estimate, and final Design Schedule that are reasonably acceptable to both parties. If the parties are unable to agree upon a final version of the Scope of Work, Design Cost Estimate, and/or Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The final Scope of Work, Design Cost Estimate and Design Schedule, once determined in accordance with this paragraph 4, may thereafter be changed or amended only in accordance with the change procedures set forth in paragraph 13, below.
5. The Government Entity shall, within ten (10) business days after determination of the final of the Scope of Work, Design Cost Estimate, and Design Schedule, issue (a) a written notice to proceed which shall delineate the final Scope of Work, Design Cost Estimate, and Design Schedule, or (b) a written notice to terminate this Agreement without cost to the Government Entity. If the Government Entity terminates this Agreement, the costs incurred by the Company in preparing and submitting the Design Cost Estimate and the Design Schedule shall not be reimbursable to the Company, and the rights and obligations of the parties under this Agreement shall be terminated in their entirety and without liability to either party.
6. Following the Company's receipt of the notice to proceed, and within the applicable time period specified in the Design Schedule, the Company shall, with the cooperation and assistance of the Government Entity as outlined in this Agreement, prepare a project plan for the Conversion Project (the "Project Plan") which shall include, among other things, the following: (a) a detailed description of the work that is required to be performed by each party and any third party in connection with the Conversion Project (the "Construction Work"), (b) the applicable requirements, drawings, and specifications for the Construction Work, (c) a description of any operating and other property rights that are required to be obtained by each party for the Conversion Project (and the requirements and specifications with respect thereto), (d) a detailed estimate of the costs to be incurred by each party in its performance of the Construction Work, and (e) a detailed schedule for completing the Construction Work (including, without limitation, the dates for delivery of the ducts and vaults and other materials for use at the site of the Construction Work).
7. The Government Entity shall be responsible for coordinating the Design Work with all other design work to be performed in connection with the Conversion Project and any associated planned improvements to the Public Thoroughfare. The parties shall work together in an effort to mitigate the costs of the Conversion Project to each party, including, without limitation, identifying ways to accommodate the facilities of the Company to be installed as part of the Conversion Project within the Public Thoroughfare.
8. Within the applicable time period specified in the Design Schedule, the Company shall prepare and submit to the Government Entity a proposed initial draft of the Project Plan. The parties understand and acknowledge that the proposed Project Plan submitted by the Company shall be preliminary in nature and shall not include, without limitation, information required to be supplied by the Government Entity (e.g., scope and estimate of the cost of the Construction Work to be performed by the Government Entity).

9. Within the applicable time period specified in the Design Schedule, the Government Entity shall (a) review the proposed Project Plan submitted by the Company, (b) complete any information required to be supplied by the Government Entity, (c) make any changes required to conform the proposed Project Plan to the Scope of Work and this Agreement, and (d) return the amended Project Plan to the Company.
10. Within the applicable time period specified in the Design Schedule, the Company shall review the amended Project Plan submitted by the Government Entity and notify the Government Entity in writing of either the Company's acceptance of, or the Company's specific objections to, the amended Project Plan. If the Company makes any objection to the amended Project Plan, and the parties are unable to resolve the objections and mutually agree upon the Project Plan prior to the final design date specified in the Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The Project Plan, as mutually agreed upon by the parties or established through the dispute resolution process, shall be attached to and incorporated in a Project Construction Agreement substantially in the form attached hereto as Exhibit A (the "Construction Agreement") which is to be signed by the parties prior to commencement of the Construction Work.
11. The parties intend and agree that the Design Work and the Project Plan in its final form shall conform to the following requirements:
 - (a) The Project Plan shall, if requested by the Government Entity in its initial Scope of Work, specify that the Government Entity shall install the ducts and vaults for the Conversion Project; provided that (i) the parties mutually agree upon and set forth in the Project Plan (A) the costs of such installation work to be included in the Cost of Conversion, and (B) the specifications and standards applicable to such installation work, and (ii) such installation work is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company and set forth in the Project Plan.
 - (b) Each estimate of the costs to be incurred by a party shall, at a minimum, be broken down by (i) the design and engineering costs, (ii) property and related costs, including any costs of obtaining operating rights, and (iii) construction costs, including and listing separately inspection, labor, materials, and equipment.
 - (c) All facilities of the Company installed as part of the Conversion Project shall be located, and all related property and operating rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74. The Project Plan shall describe in detail the location of such facilities, any related property and operating rights required to be obtained, and the relative responsibilities of the parties with respect thereto.
 - (d) The schedule set forth in the Project Plan for completing the Construction Work shall include, at a minimum, milestone time periods for completion of the Trenching, installation of ducts and vaults, the construction and removal of any Temporary Service, and the removal of overhead facilities.
 - (e) The Project Plan may include the specification of work and requirements for Government-Requested Upgrades and Company-Initiated Upgrades; provided, however, that the costs incurred by the Company with respect to the design and engineering of Company-Initiated Upgrades shall not be included in the costs reimbursable to the Company under this Agreement or the Construction Agreement. For purposes of the foregoing, (i) the term "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced, and (ii) the term "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For

purposes of subparagraph (ii), above, a "comparable" system shall include, unless the parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the final Scope of Work necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced. For purposes of subparagraph (i), above, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

- (f) The Project Plan shall set forth all specifications, design standards and other requirements for the Construction Work and the Conversion Project, including, but not limited to, the following:
- (i) applicable federal and state safety and electric codes and standards, (ii) applicable construction and other standards of the Company, and (iii) applicable street design and other standards of the Government Entity which are in effect as of the commencement of the Conversion Project.
12. Upon request of the Government Entity, and in any event at the times specified in the Design Schedule, the Company shall provide periodic reports which compare the actual costs of the Design Work incurred to that point in time to the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below. Further, if at any time the Company reasonably expects that the actual cost of the Design Work will exceed the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below, the Company shall notify the Government Entity immediately. Upon receipt of the Company's notice, the Government Entity may, at its option,
- (a) notify the Company in writing that this Agreement is terminated; or
 - (b) request a reasonably detailed explanation supported by documentation (reasonably satisfactory to the Government Entity) to establish that the actual costs in excess of the Design Cost Estimate are:
 - (i) reasonable,
 - (ii) consistent with the Scope of Work, and
 - (iii) consistent with sound engineering practices.

If the Government Entity requests an explanation, the Government Entity shall, within ten (10) business days after receipt of the explanation,

- (a) change the Scope of Work in accordance with paragraph 13, below, or
- (b) direct the Company to continue with the Design Work without a change in the Scope of Work, but reserving to the Government Entity the right to dispute the reasonableness of the costs to be paid the Company under paragraph 14, below, in accordance with the dispute resolution procedures in paragraph 16, below, or
- (c) direct the Company to discontinue performing the Design Work pending resolution, pursuant to paragraph 16, below, of any dispute regarding the reasonableness of the costs, in which event the Design Schedule will be adjusted to reflect the delay, or
- (d) notify the Company in writing that this Agreement is terminated.

In the event the Government Entity terminates this Agreement or discontinues the performance of the Design Work under subparagraph (c), above, for more than ninety (90) days, the Government Entity shall pay the Company for all costs incurred by the Company in its performance of the Design Work prior to the date the Company receives the Government Entity's notice of termination, plus any costs incurred by the Company for materials and other items ordered or procured by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. The foregoing payment obligation shall survive any termination of this Agreement.

13. (a) Either party may, at any time, by written notice thereof to the other party, request changes to the Scope of Work (a "Request for Change"). No Request for Change shall be effective and binding upon the parties unless signed by an authorized representative of each party. If any approved Request for Change would cause an increase in the cost of, or the time required for, the performance of any part of the Design Work, an equitable adjustment in the Design Cost Estimate and the Design Schedule shall be made to reflect such increase. The parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each party shall, if requested by the other party, proceed with the Design Work in accordance with the Request for Change. Any such request to proceed must be accompanied by a written statement setting forth the requesting party's reasons for rejecting the proposed equitable adjustment of the other party.
- (b) The Design Cost Estimate and/or the Design Schedule shall be equitably adjusted from time to time to reflect any change in the costs or time required to perform the Design Work to the extent such change is caused by: (i) any Force Majeure Event under paragraph 17, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Design Work and was not known by or disclosed to the affected party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Design Work which are expressly identified by the parties in the final Scope of Work. Upon the request of either party, the parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution provisions in paragraph 16, below.
14. Upon completion of the Design Work (i.e., the date on which the Project Plan is final under paragraph 10, above, either by mutual agreement of the parties or as established through the dispute resolution procedures), the Government Entity shall pay the Company all actual, reasonable costs to the Company for the Design Work (which, if disputed in good faith by the Government Entity, may be submitted by either party for resolution pursuant to the dispute resolution provisions in paragraph 16, below), plus any costs incurred by the Company for materials and other items ordered by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. If, thereafter, the Construction Agreement is executed by the parties and the Conversion Project is completed within five (5) years from the date of this Agreement, the full amount of the costs incurred by the Company in its performance of the Design Work shall be included in the "Shared Company Costs" under the Construction Agreement and any payment of such amounts under this Agreement shall be credited to the Government Entity in calculating the "Net Amount" payable under the Construction Agreement.
15. Within sixty (60) business days after completion of the Design Work, the Company shall issue to the Government Entity an itemized invoice for the amounts payable under this Agreement. Such invoice shall be in a form mutually agreed upon by the Company and the Government Entity and shall, at a minimum, itemize the design and engineering costs, including and listing separately inspection, labor, materials and equipment. In the event the Government Entity does not verify such invoice within ten (10) business days of receipt, the Government Entity shall provide a written request to the Company specifying the additional information needed to verify the invoice. The Company will provide, within a reasonable period after receipt of any request, such documentation and information as the Government Entity may reasonably request to verify such invoice. The Government Entity shall pay the Company all amounts payable under this Agreement within thirty (30) days after receipt of the Company's invoice. Payment as provided in this Agreement shall be full compensation for the Company's performance of the Design Work, including without limitation all services rendered and all materials, supplies, equipment, and incidentals necessary to complete the Design Work.

16. Dispute Resolution Procedures:

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the parties. A party who wishes dispute resolution shall notify the other party in writing as to the nature of the dispute. Each party shall appoint a representative who shall be responsible for representing the party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the parties' representatives in writing to the senior management of the parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the parties may agree upon), each party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
- (b) Any claim or dispute arising hereunder which relates to the Scope of Work, Design Cost Estimate, and Design Schedule under paragraph 4, above; the Project Plan under paragraph 10, above; or any Request for Change (including, without limitation, any associated equitable adjustment) under paragraph 13, above; and is not resolved by senior management within the time permitted under paragraph 16(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this paragraph 16, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the parties. Each party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing party's costs and expenses by the other party.
- (d) Unless otherwise agreed by the parties in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.
17. In the event that either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.
18. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electric Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

19. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

Attn: _____
Fax: _____

If to the Company:

Puget Sound Energy, Inc.
Christine VanWagenen
2711 Pacific Ave SE, Olympia WA 98501
Attn: CVW

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph.

- 20. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
- 21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties.
- 22. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the parties, including but not limited to, any entity to which the rights or obligations of a party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS _____

Date Signed _____

Date Signed _____

Approved as to form:

**PUGET SOUND ENERGY
Electric Tariff G****SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES**

(N)

1. AVAILABILITY

The Company shall install an Underground Distribution System and shall remove the existing overhead electric distribution system of 15,000 volts or less together with Company-owned poles following removal of all utility wires therefrom under this Schedule when all of the following conditions are met:

- a. The Government Entity has determined that installation of an Underground Distribution System is or will be required and has notified the Company in writing of such determination, and the Company and such Government Entity have agreed upon the provisions of the Design Agreement and the Construction Agreement pursuant to which the Company shall design and install an Underground Distribution System and provide service under this Schedule.
- b. The Company has the right to install, construct, operate, repair and maintain an electrical distribution system (including an Underground Distribution System) within the Public Thoroughfare in the Conversion Area pursuant to a franchise previously granted by the Government Entity requesting such installation and executed by the Company, or, if there is no such franchise, or if such franchise does not provide such right, pursuant to some other grant of rights mutually agreed upon by the Company and the Government Entity.
- c. All customers served by the Company within the Conversion Area will receive electric service through Underground Service Lines from the Underground Distribution System, unless the Company explicitly agrees to other electric service arrangements.

Government Entities that are eligible to receive service under this Schedule are not eligible for service under Schedule 73 of the Company's Electric Tariff G.

2. AGREEMENT PROVISIONS

The Company shall provide and install an Underground Distribution System within the Conversion Area subject to the terms and conditions of a Schedule 74 Design Agreement (the "Design Agreement") and a Schedule 74 Construction Agreement (the "Construction Agreement"), and the following shall apply:

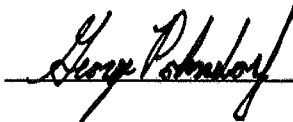
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By Authority of the Washington Utilities and Transportation Commission in Docket Nos. UE-011570 & UG-011571

Issued By Puget Sound Energy

By:



George Pohndorf

Title: Director, Rates & Regulation

**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)**

(N)

- a. The Design Agreement and the Construction Agreement shall (i) be consistent with this Schedule, and (ii) be substantially in the forms of Attachment A and Attachment B hereto, which attachments are by this reference incorporated in this Schedule as if fully set forth herein. Without limiting the possibility that the Company and the Government Entity may (consistent with this Schedule) mutually agree upon terms that are in addition to those contained in the forms set forth in Attachments A and B hereto, neither the Government Entity nor the Company shall be required to agree to additional terms as a condition of service under this Schedule.
- b. The Design Agreement and the Construction Agreement shall:
- (1) except as otherwise provided in Section 2.b(2), obligate the Government Entity to pay the Company 40% of the total Cost of Conversion and the Company to pay 60% of the total Cost of Conversion;
 - (2) obligate the Government Entity to pay (i) 100% of the total Cost of Conversion for conversion of that portion, if any, of the existing overhead distribution system located, as of the date on which the Government Entity provides the notice referred to in Section 4.a or the date on which the Government Entity commences acquisition or condemnation of real property to facilitate construction of any public improvements related to the conversion project, whichever occurs first, (A) outside of the Public Thoroughfare or (B) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such conversion, as determined consistent with the applicable Company distribution facilities replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion;
 - (3) obligate the Government Entity to pay the Company 100% of the costs of (i) cancellation as provided herein; (ii) any facilities installed at the time of the conversion to provide Temporary Service, as provided for herein; and (iii) removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment);
 - (4) obligate the Company to pay 100% of the cost of obtaining the rights referred to in Section 3.b; and
 - (5) obligate the Government Entity to (i) perform or to cause to be performed (A) all Trenching and Restoration and job coordination required for the installation of the Underground Distribution System and (B) all surveying for alignment and grades of vaults and ducts and (ii) to pay 100% of the cost of performance under clause (i) of this Section 2.b(5).

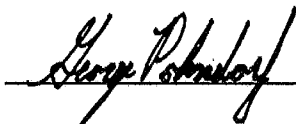
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Electric Tariff G**

**SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)**

(N)

- c. The Government Entity may, at its option, install ducts and vaults, provided that (i) pursuant to the Design Agreement and the Construction Agreement the Government Entity and the Company have mutually agreed upon (A) the cost of such installation to be included in the Cost of Conversion and (B) the specifications and standards applicable to such installation, and (ii) such installation is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company for such installation pursuant to the Design Agreement. To the extent the Government Entity installs any of the Facilities pursuant to the Construction Agreement, the Company shall not be required to do so under this Schedule.
- d. A Government Entity that is a municipality shall notify all persons and entities within the Conversion Area that electric service to such persons and entities must be converted from overhead to underground (as provided for in the Company's Electric Tariff G) within the applicable statutory period following written notice from the Government Entity that service from underground facilities is available in accordance with RCW 35.96.050. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to persons and entities failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

3. INSTALLATION AND OPERATING RIGHTS:

- a. The Company may install all of the Facilities within a Public Thoroughfare in the locations provided for in a franchise previously granted by the Government Entity or otherwise provided for in the grant of rights referred to in Section 1.b. The Government Entity shall act in good faith and shall use its best efforts to provide space sufficient for the safe and efficient installation, operation, repair and maintenance of all of the Facilities ("Sufficient Space") within the Public Thoroughfare in the Conversion Area, and the Company shall act in good faith and shall use its best efforts to install Facilities in such space within the Public Thoroughfare. If the Company and the Government Entity agree that there is not or will not be Sufficient Space within the Public Thoroughfare in the Conversion Area, then the Government Entity shall provide Sufficient Space by obtaining additional Public Thoroughfare or other equivalent rights mutually agreeable to the Government Entity and the Company, title to which shall be in the Government Entity's name.

(N)

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)**

(N)

- b. If, notwithstanding the use of best efforts by each of the Government Entity and the Company as provided in Section 3.a, the Government Entity and the Company do not agree whether there is or will be Sufficient Space within the Public Thoroughfare in the Conversion Area, the Company shall install those Facilities, for which there is not Sufficient Space within the Public Thoroughfare, on property outside the Public Thoroughfare, the rights for which shall be obtained by the Company at its sole expense. Subject to the other provisions of this Schedule, nothing in this section shall excuse the Company from complying with any work schedule agreed to by the Government Entity and the Company pursuant to the Design Agreement and the Construction Agreement.
- c. If the Government Entity requires the relocation of any Facilities installed pursuant to this Schedule in a Public Thoroughfare within five (5) years from the date of the energization for service of such Facilities, the Government Entity shall reimburse the Company for all costs incurred by the Company in connection with the relocation and reinstallation of facilities substantially equivalent to the relocated Facilities.
- d. If the Government Entity requires (or takes any action that has the effect of requiring) a third party not acting as an agent or a contractor of Government Entity to relocate any Facilities installed pursuant to this Schedule in a Public Thoroughfare within five (5) years from the date of the energization for service of such Facilities, the Government Entity shall require the third party, as a condition to the Company's performance of any relocation, to pay the Company for all costs incurred by the Company in connection with the relocation and reinstallation of facilities substantially equivalent to the relocated Facilities.

4. GENERAL

- a. **Timing:** The Company shall commence performance (as contemplated in the forms of Design Agreement and Construction Agreement attached hereto as Attachments A and B) within ten (10) business days of written notice from a Government Entity of its determination that it requires installation of an Underground Distribution System under this Schedule.
- b. **Ownership of Facilities:** Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate, and maintain the Underground Distribution System installed or provided pursuant to this Schedule.
- c. **Prior Contracts:** Nothing herein contained shall affect the rights or obligations of the Company under any previous agreements pertaining to existing or future facilities of greater than 15,000 Volts within any Conversion Area.

(N)

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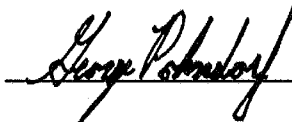
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**SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)**

(N)

d. Temporary Service: Temporary Service shall not exceed a term of 18 months from the date on which service from the Underground Distribution System is available, unless the Company acting reasonably agrees to extend such term. Should a Temporary Service not be removed within such 18-month period or such other period of time that has been approved by the Company acting reasonably, a Government Entity that is a municipality shall exercise its authority under RCW 35.96.050 to order such Temporary Service disconnected and removed within the applicable statutory period following the date of mailing of the Government Entity's notice under RCW 35.96.050. Otherwise, if a Temporary Service is not disconnected or removed within such time approved by the Company acting reasonably, the Government Entity shall pay either (i) 100% of the Cost of Conversion for the entire Underground Distribution System or (ii) 100% of the costs of converting only the Temporary Service to underground, whichever the Government Entity may elect.

5. USE BY OTHER UTILITIES OF TRENCHES PROVIDED BY GOVERNMENT ENTITY

Other utilities may be permitted by the Government Entity to use trenches provided by the Government Entity pursuant to this Schedule for the installation of such other utilities' facilities, so long as such facilities, or the installation thereof, do not interfere (as determined pursuant to the Company's electrical standards) with the installation, operation or maintenance of the Company's Facilities located within such trenches.

6. CANCELLATION

If by written notice or other official action a Government Entity cancels or suspends indefinitely or takes similar official action regarding a conversion project undertaken under this Schedule prior to completion of the conversion to an Underground Distribution System, the Government Entity shall pay the Company all of the costs incurred by the Company to the date of such cancellation consistent with the termination provisions of the Design Agreement and Construction Agreement.

7. STREET LIGHTING

Removal and replacement of existing street lighting or installation of new street lighting within the Conversion Area suitable for service from the Underground Distribution System installed pursuant to this Schedule shall be arranged separately as provided in the Company's Electric Tariff G.

(N)

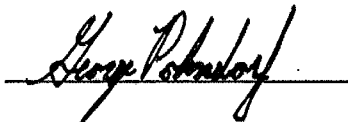
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Electric Tariff G**

**SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)**

(N)

8. UNDERGROUND SERVICE LINES

Underground Service Lines shall be installed, owned, and maintained as provided in the Company's Electric Tariff G.

9. GENERAL RULES AND PROVISIONS

Service under this Schedule is subject to the General Rules and Provisions contained in Schedule 80 of the Company's Electric Tariff G.

10. DEFINITIONS

The following terms when used in this Schedule, the Design Agreement or the Construction Agreement shall, solely for purposes of this Schedule and such agreements, have the meanings given below:

- a. Conversion Area: The geographical area in which the Company replaces its overhead electric distribution system with an Underground Distribution System.
- b. Cost of Conversion: The cost of converting an existing overhead distribution system to an Underground Distribution System shall be the sum of:
 - (i) the actual, reasonable costs to the Company for labor, materials and overheads and all other reasonable costs, not including mark-up or profit of the Company, for design of the Underground Distribution System, such costs to be determined in accordance with the Design Agreement; plus
 - (ii) the actual costs to the Company for labor, materials and overheads and all other costs, not including mark-up or profit of the Company, to construct and install the Underground Distribution System, up to a maximum amount determined in accordance with the Construction Agreement; plus
 - (iii) the actual reasonable design costs to the Company (including costs for labor, materials and overheads and all other reasonable costs), and the actual construction and installation costs to the Company (including costs for labor, materials and overheads and all other costs), less the salvage value to the Company of the facilities removed, up to a maximum amount determined in accordance with the Construction Agreement, in each case not including mark-up or profit of the Company, for removal of the existing electrical facilities; plus

(N)

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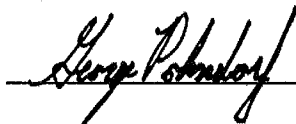
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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)**

(N)

- (iv) the actual costs to the Government Entity (if any) of installation of ducts and vaults or other Facilities that the Government Entity has agreed to install for the Underground Distribution System pursuant to the Construction Agreement, up to a maximum amount determined in accordance with the Construction Agreement; plus
- (v) the actual, reasonable costs to the Government Entity (if any) of obtaining Public Thoroughfare or other equivalent rights for the Facilities pursuant to Section 3.a.

The Cost of Conversion shall not include any costs of Trenching and Restoration, or of the Company's obtaining rights pursuant to Section 3.b of this Schedule. Company upgrades and expansions, Government Entity requested changes and requested upgrades, the cost of delays and overtime labor costs shall be as provided for in the Design Agreement and the Construction Agreement.

- c. Facilities: All components of the Underground Distribution System, including but not limited to, primary voltage cables, secondary voltage cables, connections, terminations, pad-mounted transformers, pad-mounted switches, ducts, vaults and other associated components.
- d. Government Entity: The municipality, county or other government entity having authority over the Public Thoroughfare in the Conversion Area.
- e. Public Thoroughfare: Any municipal, county, state, federal or other public road, highway or thoroughway, or other public right-of-way or other public real property rights allowing for electric utility use.
- f. Temporary Service: Temporary Service shall have the meaning set forth in the General Rules and Provisions of the Company's Electric Tariff G and, in addition, shall mean (i) limited overhead facilities that, at the request of the Government Entity, the Company may elect in its sole discretion to leave in place within the Conversion Area after installation of the Underground Distribution System and/or (ii) limited overhead or underground facilities that, at the request of the Government Entity, the Company may elect in its sole discretion to install concurrently with the installation of the Underground Distribution System, and that, in each case, shall be used to provide overhead distribution service within the Conversion Area for such period as may be approved by the Company acting reasonably under the circumstances, (e.g., to accommodate other demolition or construction projects within the Conversion Area).

(N)

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Electric Tariff G**

**SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)**

(N)

- g. Trenching and Restoration: Includes, but is not limited to, any or all of the following, whether in Public Thoroughfares or on other property: breakup of sidewalks, driveways, street surfaces and pavements; disturbance or removal of landscaping; excavating for vaults; trenching for ducts or cable; shoring, flagging, barricading and backfilling; installation of select backfill or concrete around ducts (if required); compaction; and restoration of Public Thoroughfares and other property; all in accordance with the specifications applicable thereto set forth in the Design Agreement and the Construction Agreement.
- h. Underground Distribution System: An underground electric distribution system, excluding "Underground Service Lines" as such term is defined herein, that is comparable to the overhead distribution system being replaced. The Underground Distribution System includes the Facilities as defined herein. For purposes of this Schedule, a "comparable" system shall include, unless the Government Entity and the Company otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the Design Agreement and Construction Agreement necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.
- i. Underground Service Lines: The underground electric cables and associated components extending from the service connections at the outside of the customers' structures to the designated primary voltage or secondary voltage service connection points of an Underground Distribution System.

(N)

Issued: June 26, 2002

Effective: July 1, 2002

Advice No.: 2002-12

By Authority of the Washington Utilities and Transportation Commission in Docket Nos. UE-011570 & UG-011571

Issued By Puget Sound Energy

By: 

George Pohndorf

Title: Director, Rates & Regulation

**SCHEDULE 74 UNDERGROUND CONVERSION
Project Construction Agreement**

Project Name: Schedule 74 Conversion

Project Number:

THIS Agreement, dated as of this ____ day of _____, 2021 __, is made by and between The City of __, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of June 19th 2019 (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

- i) Cost of Conversion;
- ii) Public Thoroughfare;
- iii) Temporary Service;
- iv) Trenching and Restoration;
- v) Underground Distribution System; and
- vi) Underground Service Lines.

(b) "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less)

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of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

- (c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.
- (i) "Party" shall mean either the Company, the Government Entity, or both.
- (j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.
- (k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.
- (l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.
- (m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such

Private Property Conversion, as determined consistent with the applicable Company distribution facilities replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

- (n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.
- (o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.
- (p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.
- (q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.
- (r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).
- (s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).
- (t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

- (a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):
- i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
 - ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
 - iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.
- (b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.
- (c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.
- (d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.

3. Obligations of the Government Entity.

- (a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):
- i) provide the Trenching and Restoration;
 - ii) perform the surveying for alignment and grades for ducts and vaults; and
 - iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.
- (b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.
- (c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.

- (d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.
- (e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

- (a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.
- (b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.
- (c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

- (a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.
- (b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.
- (c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further

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equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

- (d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

- (a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:
- i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
 - ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
 - iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
 - iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
 - v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
 - vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
 - vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.
- (b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:
- i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
 - ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
 - iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

- (c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.
- (d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.
- (e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

- (a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.
- (b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.
- (c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by

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or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

- (a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.
- (b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
- (b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.

- (d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

- (a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of \$2,000,000 per occurrence and \$2,000,000 aggregate for personal injury; and \$2,000,000 per occurrence/aggregate for property damages, and professional liability insurance in the amount of \$2,000,000.
- (b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.
- (c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

- (a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.
- (b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.

- (c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.
- (d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.
- (e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- (f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.
- (g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.
- (h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.
- (i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.
- (j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.
- (k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

- (l) Notice. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

City of SeaTac
 4008 South 188th Street
 SeaTac, Washington 98188
 Attn: Florendo Cabudol Jr. P.E.
 Phone Number: 206-973-4740
 Email: facbudol@ci.seatac.wa.us

If to the Company:

Puget Sound Energy, Inc.
 6905 South 228th Street
 Kent Washington 98032
 Attn: Jason Airey
 Phone Number: 206-348-9637
 Email: Jason.airey@pse.com

Any Party may change its address specified in this Section 13(l) by giving the other Party notice of such change in accordance with this Section 13(l).

- (m) Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
- (n) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties; provided, however, that except as expressly set forth in this Agreement, nothing herein is intended to or shall alter, amend or supersede the Design Agreement and the same shall remain in full force and effect in accordance with its terms.
- (o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the Parties, including but not limited to, any entity to which the rights or obligations of a Party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

City of SeaTac

BY _____

ITS _____

Date Signed _____

Approved as to form: _____

Company:

PUGET SOUND ENERGY, INC.

BY _____

ITS _____

Date Signed _____



Old Hwy 99 & 79th Ave SE Roundabout Project

TO: City Council
FROM: Michelle Sutherland, Administrative Services Director
DATE: November 19, 2024
SUBJECT: Bargaining Agreement between the City of Tumwater and the International Association of Firefighters Local No. 2409 encompassing January 1, 2025, through December 31, 2027.

1) Recommended Action:

Authorize the Mayor to sign the 2025-2027 bargaining agreement between the City of Tumwater and International Association of Firefighters Local No. 2409.

2) Background:

The City bargaining team has negotiated a fair and mutually agreed upon contract with the International Association of Firefighters Local No. 2409 encompassing the years 2025-2027. This contract will ensure the City provides a fair and comparable wage and benefit package for the members as they provide critical services to the City. The negotiated contract is in compliance with federal, state and local laws. Competitive and fair compensation packages are essential for retaining experienced staff and attracting new talent. This is critical to maintain and promote a talented and diverse workforce within the City of Tumwater.

3) Policy Support:

Strategic Priorities include: Promote a talented DEIB workforce, ensure a safe and healthy workforce, update employee compensation plan, and create a continuous learning organization.

4) Alternatives:

Do not recommend approval.

5) Fiscal Notes:

The contract is within the City's budgetary constraints, which is essential for fiscal responsibility.

6) Attachments:

A. Bargaining Agreement between the City of Tumwater and the International Association of Firefighters Local No. 2409, encompassing January 1, 2024, through December 31, 2027.

AGREEMENT BETWEEN THE CITY OF TUMWATER



AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2409



2025-2027

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ARTICLE 1 – PREAMBLE

This agreement is made and entered into by and between the International Association of Firefighters, Local 2409 (hereafter referred to as the Union) and the City of Tumwater, WA (hereafter referred to as the Employer or City). The City agrees that all written conditions of employment in its individual operation relating to wages, hours of work, overtime as defined for this unit, general working conditions, benefits and job security provisions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement as defined for this unit unless changed by mutual agreement.

It is hereby agreed by the parties signatory hereto that it has been and will continue to be in their best interests to promote and encourage areas of understanding and cooperation in Labor-Management Relations; to promote efficiency and responsibility in the performance of the work and accomplishment of the public purposes of the City of Tumwater; to promote procedures and methods to promptly and fairly adjust differences, misunderstandings and disputes; to promptly promote reasonable and fair working conditions and to encourage an environment of goodwill and harmony between the Employer and the Employees for the benefit of all.

ARTICLE 2 – RECOGNITION

The City recognizes that according to law Local 2409, International Association of Firefighters, has the right to bargain for all permanent, full-time Employees of the Fire department, with the exception of the Chief, Deputy Chief, and clerical staff.

ARTICLE 3 – UNION MEMBERSHIP

- 3.01: It is agreed that the Union shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all reasonable costs that shall arise out of, or by reason of action taken or not taken by the Employer in complying with the provisions of this article. If an improper deduction is made the Union shall refund any such amount directly to the Employee.
- 3.02: The Employer will distribute one copy of this agreement to each newly hired Employee of the unit.
- 3.03: The Union agrees to supply the Employer with lists of officers of the Union and its representatives and to keep such lists current. The Employer will recognize the officers and representatives ten (10) days after receipt in writing by the Mayor of the City of Tumwater.
- 3.04: The City agrees to allow time off with pay for the above-mentioned union Officers or their designee up to a total of 360 hours per year, to attend local, state or national conferences or seminars provided that:
- a) Notice is given at least forty-eight hours in advance;
 - b) The absence of the Officer(s) will not negatively affect department operations as determined by the Chief; and
 - c) The cost of relief employees shall be the responsibility of the Union.

- 3.05: The Union agrees to accept any Employees as members without discrimination as to race, color, creed, gender, sexual orientation, national origin or physical, sensory or mental disability, or any other protected class status.
- 3.06: The Union, its business representatives, or its members shall not collect dues or conduct Union business except as provided herein.
- 3.07: Any charges by the City which indicate that a Union representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Mayor, or his/her designee, for discussion with the official Union representative. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Union representative, the representative continues to spend an unreasonable amount of time handling grievance disputes, the City may withdraw labor relation privileges from the representative to carry out those functions on Department time. It will be the responsibility of the Mayor, or his/her designee, to make this determination.
- 3.08: There will be no shop stewards appointed by the Union for this unit.
- 3.09: The Employer will provide for payroll deductions of Union dues, assessments and fair share amounts upon voluntary written authorization by the Employee. Payroll deduction authorization cards must be received by the City by the fifteenth (15th) day of the month to be recognized as effective for that month. The City will transmit to the duly designated officer of the Union the total amount so deducted, together with the list of names of the Employees from whose pay deductions shall be made by the Union and the Union shall settle all questions and disputes between it and its members with reference to the deductions, or refunds, or the like without recourse to the City.

ARTICLE 4 – NON-DISCRIMINATION

- 4.01: No Employee shall be discriminated against for upholding Union principles, nor shall any Employee who serves as an officer, or on a committee of the Union, lose his/her job, or be discriminated against for such reasons.
- 4.02: No Employees shall receive a reduction in wages or be deprived of more favorable working conditions due to the signing of this agreement.

ARTICLE 5 – SENORITY

- 5.01: The principal of seniority (length of service) within each classification and each Employee's total service within the City Fire Department will be applied when an Employee is laid-off for lack of funds, or lack of work, and for rehire when work becomes available. Lay-offs will be by classification as determined by the City. However, if an Employee is being laid-off by classification, and he/she has held another position at a lower level of the organization within the Fire Department and has more seniority than an Employee within that class, he/she will have the right to bump the least senior Employee. For the purpose of this contract, the City will determine the

classification to be used in the Fire Department. Provided, however, that in the event of a lay-off caused by the elimination of the paramedic program within the City Fire Department, seniority will be determined by continuous full-time employment with the City Fire Department without regard to job classification.

- 5.02: Seniority shall be broken by a lay-off of two (2) years, by voluntary resignation or by discharge for just cause.
- 5.03: In the event of a lay-off or reduction in force, where a tie exists seniority shall be determined by the Civil Service Commission list.

ARTICLE 6 – PROBATION

- 6.01: Upon entry into the Fire Department the Employee may be required to serve a maximum eighteen months (18 months) probationary period, unless extended as per Civil Service Rules. Upon successful completion of the probationary period the Employee shall be considered a fully appointed Employee.
- 6.02 The probationary period for new employees shall be a minimum of twelve months (12 months) not inclusive of any required fire academy.
- 6.03: The probationary period for re-hires, promotions or voluntary transfers to positions covered by this Agreement with different job descriptions (including transfers from Firefighter/Paramedic to Firefighter) shall be six (6) calendar months.

ARTICLE 7 – SALARIES

- 7.01: The monthly salaries for the classifications covered by this Agreement are contained in pay schedules in Appendix “A” to this Agreement.

Effective January 1, 2025, the monthly pay schedule shall be increased by 5.8% to adjust for both labor market increases (2.0%) and a cost of living adjustment (3.8%).

Effective January 1, 2026, the monthly pay schedule shall be increased by 2.0% for a cost of living adjustment.

Effective January 1, 2027, the monthly pay schedule shall be increased by a COLA adjustment which shall be a minimum of 3.0% to a maximum of 5% based on Seattle/ Tacoma/Bellevue June 2026 CPI-U.

The pay ranges in the salary matrices for each job class shall reflect the differences relative to the top step of the Firefighter job class as reflected in Appendix “A” to this Agreement.

- 7.02: Step raises shall be at yearly intervals beginning at the date of hire except that those hired into

the recruit step shall advance to Step One after six (6) months of service. Each pay step will be a percentage of top step firefighter as identified in Appendix "A". The Recruit step shall be applied during the first six (6) months of employment as a Firefighter or a Firefighter/Paramedic.

Employees promoted will receive a step increase after completion of a six (6) months probationary period.

- 7.03: Firefighters and Fire Lieutenants that retain their Paramedic Certification may, at the sole discretion of management, work and be paid at the equivalent Paramedic pay rate. Management retains the authority to approve any voluntary transfers and may require such employees to fill paramedic shift vacancies as needed.
- 7.04: Specialty pays are outlined in Appendix A of this agreement. No employee shall be paid for more than two (2) specialty certifications.
- 7.05: Employees assigned to work a daytime schedule as defined in section 8.03 shall receive an additional 2% compensation.

ARTICLE 8 – HOURS OF DUTY

8.01: Shift employees shall work a 4-Platoon system consisting of four shifts: A, B, C, and D, and Float. Based on evaluation of evidence by the City and Union, parties agree to adjust terms and scheduling practices to meet the goals defined below.

- 8.01:01: Positive impact to operational effectiveness and efficiency
- 8.01:02: Reduced overtime due to annual leave scheduling
- 8.01:03: Equalization of staffing across shifts
- 8.01:04: Overall impact of overtime.

8.02: Twenty-Four Hour Shift Employee- Under the 4-Platoon system, static workdays for shift employees shall be one (1) static workday consisting of twenty-four (24) hours, followed by forty-eight (48) hours off duty, followed by one (1) static workday consisting of twenty-four (24) hours, followed by ninety-six (96) hours off duty.

Within each twenty-four (24) day work cycle, shift employees shall schedule not more than one (1) dynamic workday (a duty shift worked in addition to the assigned static work schedule listed above) to balance hours worked. This dynamic shift shall be approved by management.

In 2025 shift employees will work 91 static workdays per year, and 14 dynamic workdays to a total of 105 shifts per year, totaling 2,520 annual contract hours.

In 2026 and 2027 shift employees will work 91 static workdays per year, and 12 dynamic workdays to a total of 103 shifts per year, totaling 2,472 annual contract hours.

Float Employee(s): Under the 4-Platoon system, designated float employee(s) will schedule no more than seven (7) duty shifts consisting of twenty-four (24) hours each in every 24-day work

cycle for a total of 105 shifts per year, totaling 2,520 annual contract hours in 2025 and a total of 103 shifts, totaling 2472 annual contract hours in 2026 and 2027. Shifts will be scheduled in accordance with a mutually agreed upon process by the Labor Management Committee. Float Employees are subject to the shift limits outlined in sections 8.04-8.07.

- 8.03: Daytime Employees: Day personnel shall work a schedule mutually agreed upon by the Chief and the Union not to exceed forty (40) hours per week. The standard workday and normal hours of day personnel shall be consistent with City policy. Alternative work schedules may be used of mutually beneficial to the City and the employee and consistent with City policy.
- 8.04: To maintain required minimum staffing levels, employees may be required to work beyond their regular scheduled hours of work up to a maximum of forty-eight (48) consecutive hours with twelve (12) hours minimum rest period before their next scheduled shift.
- 8.05: Employees may work in a support role which involves training, administration, special events, or public education prior to or immediately following a 48-hour shift. This time will be included as a rest period.
- 8.06: If mandatory overtime is required to maintain minimum staffing, employees may voluntarily work up to 72-hours or three (3) consecutive shifts to meet minimum staffing requirements. Employees shall not work beyond 72-hours or three (3) consecutive duty shifts. After any 72-hour work period on a duty shift, employees must have a minimum of a 24-hour rest period before returning to another duty shift. This limitation does not prohibit completion of shift assignments. This section does not apply to regular overtime or shift trades.
- 8.07: In preparation of, responding to, or recovering from a catastrophic emergency or special event that requires additional staffing, the limitation of sections 8.04 and 8.06 may be waived.

ARTICLE 9 – OVERTIME

- 9.01: In the event that a need for overtime should occur in the Department, it shall be paid at the rate of one and one-half (1-1/2) times the Employee's hourly rate. If an Employee is called in for overtime, a minimum of two (2) hours at the appropriate rate at time and one-half shall be earned by the Employee.

At the request of the Fire Chief or Deputy Fire Chief, a Battalion Chief may be requested to be on standby status for callback to assist on-duty crews with significant incidents. Employees on standby status shall receive three (3) hours of overtime standby pay for each 24-hour shift. If required to respond, employees on standby shall receive overtime compensation for hours worked. Such standby requests shall be voluntary.

- 9.02: Employees required to work beyond their normal shifts (before or after) due to alarm response will be compensated at time and one-half (1-1/2) the actual time worked.

- 9.03: Management will determine:
- 9.03.01: The number of Employees needed to work overtime.
9.03.02: The Employees within the class having the ability.
- 9.04: Normally the overtime scheduling of personnel will be on a rotating basis.
- 9.05: Should any provisions of Article 9 be in conflict with provisions of the Fair Labor Standards Act, the Fair Labor Standards Act shall prevail.
- 9.06: Daytime Employees may be added to the normal rotating overtime schedule. Employees must meet the training requirements for the position needed. Overtime shifts are subject to the approval of management. Overtime shall not interfere with their normally assigned work schedule.
- 9.08: Employees may request compensatory time in lieu of overtime for mandatory training, employer directed activities, or required meetings. Management reserves the right to define which activities are eligible for compensatory time. Such time shall be added to the Employee's annual leave bank.
- 9.09 If an employee is subject to mandatory overtime of eight hours or more for unscheduled duty, the employee shall be compensated at the overtime rate and will also have a future Debit Day eliminated subject to the parameters and restrictions listed below. If no Debit Day meeting the stated eligibility requirements exists within the remainder of the calendar year in which the Mandatory Overtime shift occurs, the employee will have a reduction in the required number of Debit Days equal to the number of Mandatory Overtime shifts worked for the subsequent calendar year.
- The Debit Day selected for elimination is not during the designated "Peak Time" or on a Holiday. "Peak Time" is defined as June, July, and August.
 - The Debit Day selected for elimination does not occur within seven (7) days of the unscheduled shift for which it is being eliminated without prior approval of the Deputy Chief of Operations or designee.
 - There would be no more than one vacant minimum staffing position on the eliminated Debit Day at the time of approval without prior approval of the Deputy Chief of Operations or designee.

This option may be chosen no more than two (2) times per calendar year.

ARTICLE 10– DUTY OUT OF RANK

- 10.01: Duty out of Rank Pay will be provided for Lieutenant rank Employees working in a Battalion Chief position as assigned by management for a period exceeding four (4) hours.
- 10.02: The additional pay per shift will be calculated annually as:

Duty out of Rank Pay= Pay Differential from the Fire Lieutenant Step 5 of 12% (115% to 127%) or the Paramedic Lieutenant Step 5 of 6% (121% to 127%).

ARTICLE 11 – SHIFT EXCHANGES

Employees may exchange or trade shifts with the approval of the direct supervisor(s) when the change does not interfere with the operations of the City Fire Department. If the Employee cannot fulfill the exchange or trade, the Employee who was originally scheduled to work on the day shall report to work or be charged a vacation day. If the Employee does not have enough vacation hours, they will be charged with sick leave. If the Employee has no vacation and sick leave, the Employee will be placed on leave without pay.

ARTICLE 12 – LEAVE OF ABSENCE

- 12.01: Funeral leave- In the event of a death in the family (father, mother, wife, husband, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, spouse's grandparents, member of the Employee's household who is on record with the City of Tumwater as a domestic partner or any other relative living in the household), an Employee shall be entitled to two (2) full working days off from accumulated sick leave to attend the funeral.
- 12.02: Military leave- Employees enlisting or entering the military or naval service of the United States pursuant to the provisions of the Military Selection Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act. Employees fulfilling their obligations with respect to the National Guard or reserve status of the armed forces shall be granted a leave of absence for such purpose as provided by law.
- 12.03: Jury Duty- An Employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the City, his/her regular wage, less such remuneration he/she shall receive as compensation for such duty.
- 12.04: Civil Witness- Leave of absence with pay, travel time included, shall be granted for attendance in court cases in connection with the Employee's officially assigned duties. Leave of absence with pay shall also be granted for an appearance connected with an Employee's official duties before any legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or at the direction of proper authority. The above leave of absence shall be counted as hours worked and subject to the overtime provisions of this Agreement. Remuneration received for such duty shall be remitted to the City.
- 12.05: Family and Medical Leave- Pursuant to state and federal law and to City personnel policy, Employees may utilize up to twelve (12) weeks of paid and/or unpaid sick and/or vacation leave for personal illnesses, or to care for a parent, child, recognized domestic partner or spouse with a serious medical condition. During a family and medical leave period regardless of whether paid or unpaid leave is utilized, the Employer's share of medical and dental insurance premiums will continue. Employees must follow procedures established in the City personnel policy manual for requesting and utilizing family and medical leave.

- 12.06: Paid Family and Medical Leave- Eligible Employees are covered by Washington's Family and Medical Leave Program, RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Employer and Employee premiums will be paid in accordance with Washington law.
- 12.07: An employee utilizing Washington Paid Family Medical Leave, Federal FMLA, or time-loss from Worker's Compensation (L&I) may choose to use their available paid leave time to supplement those payments up to their current salary (not including over-time), or to take FMLA time as unpaid time. The employee will designate their desire for leave time or unpaid time on their timecard. The city may, at its discretion, grant leave without pay pursuant to Personnel Policy 6.08 or 6.17 to extend the duration of a family and medical leave period beyond 12 weeks.

ARTICLE 13 – SICK LEAVE

- 13.01: All regular-status members are permitted to remain away from their employment because of illness or physical inability without loss of compensation up to the number of sick leave hours that the member has accrued. While a member is receiving the Workers' Compensation time loss supplement as required by state law, it is understood that sick leave hours shall accrue.
- 13.02: Sick leave shall accumulate at the rate of one (1) working day sick leave for each full month of employment. One-half (1/2) of an Employees regular monthly work schedule must be worked for an Employee to vest sick leave allowance for that month. Days not worked because the Employee is on paid sick leave and/or paid vacation shall be considered as days worked for the purpose of the preceding sentence. At minimum, Employees will receive a minimum of one (1) hour of sick leave accrual for every forty (40) hours of paid work.
- 13.03 New employees shall be credited six (6) working days or 144 hours of sick leave at the time of hire. New employees shall not accrue sick leave under 13.02 until month 7 of employment.
- 13.04: When sick leave extends beyond three (3) complete work shifts, the City may require the Employee to present a certificate from a registered practicing physician or other bona-fide practitioner establishing the Employee is using sick leave as defined by City policy and the Employee is approved to return to work without restriction.
- Employees using more than three (3) shifts of sick leave shall notify management of the estimated return to work date, unless the sick leave is used for a birth, adoption, or foster placement as described in this Article.
- 13.05: Maximum carry over of sick leave on January 1 of each year from the previous year is sixty (60) working days (1,440 hours).
- 13.06: Employees transferring from shift work to a forty (40) hour per week position or from a forty (40) hour per week position to shift work shall have their sick leave accruals adjusted on the basis of an equivalent workday. Sick leave in excess of 960 hours will be cashed out at a rate of 25% as a one-time transfer and deposited into the Employee's MERP account.

- 13.07: Sick Leave Sharing- Employees may be allowed to share sick leave to the extent and in the same manner that non-represented Employees are permitted to do so by City policy and Ordinance up to a maximum of 1440 hours.
- 13.08: Immediately following the birth, adoption or foster placement of a child, Employees may use up to four (4) shifts of sick leave to tend to their family provided that the Employee has given management notice thirty (30) days in advance of the due date or, as soon as practicable, in advance of an adoption or foster placement. Additional sick leave may be used by Employees when a qualifying family member experiences an extended period of physical limitations following childbirth.

ARTICLE 14 – HOLIDAYS

14.01: All Employees who have been on the payroll of the city thirty (30) days shall receive pay for holidays named below regardless of which day of the week the holiday falls. All shift Employees shall receive overtime pay for a maximum of five (5) holidays at the rate of time and one-half 1-1/2 for eight (8) hours whether the holiday is worked or not. July 4, Thanksgiving, Christmas Eve, and Christmas are excluded from this holiday pay. Employees working July 4, Thanksgiving, Christmas Eve and Christmas will be paid double time and a half.

14.02: Shift and Float Employee recognized holidays:

HOLIDAYS	DATES
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
9/11 Day	September 11th
Veterans' Day	November 11th

In recognition of New Year's Day, Martin Luther King Jr.'s Birthday, the day after Thanksgiving, and the "Floating" holiday recognized on December 24, contract hours have been reduced by 48 hours on January 1, 2020, for Shift and Float Employees.

In recognition of the July 4 holiday, 12 hours of annual leave have been added to the accrual schedule for all employees on January 1, 2025.

14.03: For Daytime Employees, the holiday will be observed according the City Ordinance. If the Daytime Employee is required to work on the holiday in their normal daytime duties, then the Employee shall receive overtime at the rate of time-and-one-half (1-1/2) for the hours worked. Daytime Employees working overtime hours on shift (in a primary response role) may bank holiday hours for that day. Holidays that fall on an unscheduled workday can also be banked. Banked holiday hours may be used according to City policy.

Any additional state holiday declared by the Governor during the life of this Agreement shall also be recognized.

14.04: 40 Hour Employee recognized holidays:

HOLIDAYS	DATES
New Year’s Day	January 1 st
Martin Luther King Jr.’s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
9/11 Day	September 11 th
Veterans Day	November 11 th
Thanksgiving Day and the day after Thanksgiving	Fourth Thursday in November and the day after
Christmas Day	December 25 th
Floating Holiday	Per City Policy

14.05: Parties agree to continue to evaluate and discuss mechanisms to further convert holiday pay to complement the 4-Platoon system.

ARTICLE 15 – VACATIONS

15.01: Daytime Employees shall accrue vacation leave at the same rate as that of shift Employees following the same years of service schedule.

15.02: Shift and Day Employees shall accrue vacation leave according to the following schedule:

VACATION ACCRUAL SHIFT			
Years of Service	Leave Accrual by Shifts *per Year	Hours Accrued Annually	Monthly Hourly Accrual Rate
0 to 5 years	8.0	192	16
6 to 10 years	9.0	216	18
11 to 15 years	10.0	240	20
16 to 20 years	11.0	264	22
20 or more years	12.0	288	24
*One Shift=twenty-four (24) hours, Maximum vacation accrual is 360 hours or 15 shifts.			

15.03: Any Employee who changes from a shift position to a daytime position or vice versa, shall retain their vacation hour balance.

15.04: Continuous past service with the City shall be included in determining the Employee’s length of service for vacation purposes. Accrual may exceed 360 hours during the calendar year but any

balance above 360 hours will be reduced to a maximum accrual of 360 hours on January 1 each year. No such leave shall be granted except at the time which will least interfere with the work of the Department unless application for such leave has been made in advance and approved by the Fire Chief.

- 15.05: Any regular permanent Employee who is in a vacation status and becomes incapacitated through illness, accident, or hospitalization shall have the right to revert to sick leave status. In such cases, an Employee shall furnish a statement from a duly licensed physician.
- 15.06: Any regular permanent Employee retiring from the Department shall be allowed a maximum accrual of 240 hours of vacation leave credit.

ARTICLE 16 – VACATION LEAVE SCHEDULING

- 16.01: The Employer agrees that an Employee's request to take annual leave credited to the Employee shall normally be honored provided that it does not interfere with workload requirements and schedule.
- 16.02: Other factors being equal, Employees with the greater seniority with the same job classification shall be given preference of vacation requests with the respective selections involved.
- 16.03: Employees who desire to take their vacation on a specific day and time will be able to make requests during the last quarter of the year. Management will define rules and implement a process for scheduling vacations for the coming year. Management will post the approved vacation requests by December 15 each year.

If a vacation day becomes available after the approved calendar is posted, Employees who were denied requests on that day will have priority to take the vacation day.

- 16.04: Annually- each Employee will be provided the opportunity to take a vacation. The vacation time allowed must be consistent with other provisions of this contract.
- 16.05: Should it be necessary for the City to cancel a previously scheduled vacation due to emergency workload requirements, the Employee's vacation so canceled will be given priority for re-scheduling. It is understood and agreed between the parties that all annual leave shall be granted at the convenience of the Employer.

ARTICLE 17 – UNION BULLETIN BOARDS

The Employer agrees to furnish a reasonable amount of space on bulletin boards in convenient places at each station for the purpose of posting Union business. The Union shall limit its posting of notices and bulletins to such boards.

ARTICLE 18 – PREROGATIVES OF MANAGEMENT

- 18.01: It is understood and agreed by the parties that the City possesses the sole right to operate the Department so as to carry out the statutory mandate, mission, and/or goals assigned to the Department, and that Employer rights repose in the City; however, such rights must be exercised consistent with the provisions of this Agreement. These Employer rights include, but are not limited to, the following:
- 18.01.01: To utilize personnel methods and means in the most appropriate and efficient manner possible.
 - 18.01.02: To manage and direct the Employees of the City.
 - 18.01.03: To hire, promote, transfer, assign, train, evaluate, or retain Employees in positions within the City.
 - 18.01.04: To establish work rules and rules of conduct.
 - 18.01.05: To suspend, demote, discharge, or take other appropriate disciplinary action against Employees for just cause.
 - 18.01.06: To determine the size and composition of the work force and to lay off Employees in the event of lack of work or funds.
 - 18.01.07: To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission.
- 18.02: The Employer and Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer.
- 18.03: It is understood and agreed that there exists within the City personnel rules, policies, practices, and benefits which will continue in effect for the period of this Agreement unless, or until changed by the Employer, or as required by appropriate laws, orders or regulations.

ARTICLE 19 – GRIEVANCE PROCEDURES

- 19.01: A grievance means a claim or dispute by one Employee or group of Employees with respect to the interpretation and application of the provision of this Agreement. Any issue that has been appealed to the Civil Service Commission shall not be considered a grievance or subject to the grievance procedure herein and vice versa.
- 19.02: Nothing in this Agreement shall preclude the right of the two (2) parties to meet and verbally discuss the grievance in an attempt to resolve the issue.
- 19.03: Issues raised by the City or the Union which are of general concern regarding application or interpretation of this Agreement may be initiated in arbitration after the Mayor, or his/her designated representative, and the chief business agent of the Union, or his/her designee, have had an opportunity to discuss and investigate the issue. Decisions reached in this type of issue are not subject to retroactivity, but subject only to future application, or interpretation, of the specific article or paragraph of this contract in question.

If the City and Union mutually agree that Step 1 and 2 of this procedure are not necessary, a grievance, after formal written presentation to the other party, can be advanced to a hearing before an arbitrator as described below:

19.04: Grievances as herein defined shall be processed in the following manner:

- 19.04.01: Preliminary Procedure. An Employee or group of Employees, who feel they have a grievance, may present such grievance within ten (10) business days of when such matter comes to the attention of the Employee. Such grievance should be submitted to the Employee's supervisor who shall attempt to resolve it within ten (10) calendar days after it is presented to him/her, provided that no grievance in this stage shall be pursued beyond the Fire Chief.
- 19.04.02: Step 1. If the grievance is not resolved in the preliminary procedure, the Employee shall have ten (10) calendar days to notify the Union Grievance Committee, in which case it shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition, shall determine within ten (10) calendar days if a grievance exists. If in their opinion no grievance exists, no further action is necessary. If a grievance does exist, they shall with or without the physical presence of the aggrieved Employee, present the grievance to the Fire Chief in writing within fifteen (15) calendar days who shall attempt to resolve it within fifteen (15) calendar days after it has been presented to him/her. The written grievance shall include a statement including the specific Article(s) or Section(s) of the Agreement allegedly violated, the specific facts, and specific remedy sought.
- 19.04.03: Step 2. If the Employee or Employees are not satisfied with the response of the Fire Chief, such Employees or Union representatives within thirty (30) calendar days of receipt of the Fire Chief's response may present the written grievance to the City Administrator, together with all pertinent materials. The City Administrator shall attempt to resolve the grievance within fifteen (15) calendar days.

MEDIATION PROCEDURE: If, after completion of Step 1 and 2, the Employee is not satisfied with the City's response, the Employee may request mediation of the dispute. If the Employee requests mediation, the Union or the City Administrator shall forward a request to the Public Employees Relations Commission (PERC) to assign a mediator from the PERC staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a) Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b) The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c) The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement in writing. Said settlement shall not constitute a precedent unless both parties so agree.

- d) If the parties to the dispute mutually agree that the mediation is not producing a resolution or if the mediator concludes that further proceedings will not be productive; the mediation will be ended.
- e) If mediation fails to settle the dispute, the mediator may not serve as arbitrator in the same matter nor appear as a witness for either party. None of the statements or offers of compromise made in mediation can be used in any future arbitration as evidence against the City or the Employee.

19.04.04 Step 3. Any grievance involving the interpretation or application of this Agreement, which is not resolved in accordance with the foregoing procedure, may be referred to arbitration within sixty (60) calendar days after receipt of the City Administrator's answer in step 2. The arbitrator shall be a member of the American Arbitration Association (AAA), Federal Mediation Conciliation Service (FMCS), or PERC and shall be selected as follows: If the parties have not appointed an arbitrator from the panel provided by the AAA, FMCS or PERC, the arbitrator shall be appointed in the following manner: The AAA shall submit simultaneously to each party an identical list of names of persons chosen from the Panel of Labor Arbitrators. Each party shall have ten (10) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference and return the list to the AAA.

If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall have the power to make the appointment from among other members of the panel without the submission of any additional list.

The cost of arbitration shall be borne 1/2 by the Employer and 1/2 by the Union.

Upon receipt of a written request for arbitration, the City and the Union shall attempt to prepare a submission to be signed by the Union and the City setting forth the issues in dispute. If the City and the Union cannot agree upon the submission for arbitration, each party, at least ten (10) days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute. The arbitrator or arbitrators shall determine, at or before the hearing, the issue or issues to be arbitrated. All issues in dispute must be arbitrable under the terms of this Agreement. Such questions of arbitrability must be ruled on by the arbitrator prior to hearing the issues of the case provided they are found to be arbitrable.

The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union and shall

have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, unless the parties agree to an extension. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding, provided that the decision does not exceed the arbitrator's authority as granted in this Article. Each party shall be responsible for compensating its own representatives and witnesses.

- 19.05: The Employer and the Union may agree to extend the time limits of any of the above steps if mutually agreed to by both parties.
- 19.06: Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- 19.07: None of the foregoing is intended to mean that the Union cannot lodge a grievance and process the same through the various steps to arbitration in accordance with, and subject to, provisions thereof. The right of the Union to so lodge and process a grievance is confirmed and an Employee may be represented at any stage of the grievance procedure by the Union.
- 19.08: No settlement of a grievance with any Employee shall be contrary to the terms of this Agreement.
- 19.09: Optional Venue for Hearing Disciplinary/Discharge Grievances- Should a disciplinary/discharge matter advance through the steps established in the Tumwater Civil Service Rules to the final step, which is a public hearing before the Tumwater Civil Service Commission, the Employee may elect to advance the matter to arbitration in lieu of a hearing before the Commission. The choice between a hearing before the Commission and arbitration must be made by the Employee, in writing, within the timelines established in the Civil Service Rules. The decision to seek arbitration in lieu of a hearing before the Commission is irrevocable and exclusive. In no case will a disciplinary matter be subject to both a public hearing before the Commission and arbitration.
- 19.10: The grievance procedure provided in this article and the option of a hearing before the Civil Service Commission on matters of discipline or discharge shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.
- 19.11: Field or full-time Union business representatives who wish to investigate a grievance on City time must secure permission from the Chief prior to his/her investigation.

ARTICLE 20 – PERFORMANCE OF DUTY

- 20.01: Under no circumstances shall the Union, its Officers, its Employees, or its members directly, or indirectly, cause, instigate, support, encourage or condone, nor shall any Employees or Employee in the unit directly or indirectly take part in any action against, or any interference with the operations of the City of Tumwater, such as strike, work stoppage, curtailment of work, restriction

of productions, or any picketing. In the event of any such action or interference on notice from the City, the Union without delay shall take appropriate action as required to prevent and immediately bring about the termination of such action or interference and the Union will instruct any and all Employees to immediately cease and desist their misconduct and advise them that their misconduct represents a violation of this Agreement subjecting them to disciplinary action, up to and including discharge, based on Employer's discretion.

20.02: The City may take legal action, or other redress, against any individual, or group of individuals, who have caused damage to, or loss of, property. In addition, disciplinary action may be taken against the Employee or Employees, including discharge. It should be understood that after proper notice is provided by the Union, and the City is fully satisfied that the Union has taken every recourse possible and is not furthering the cause of the action taken and tries to prevent further action by an Employee or Employees, the City agrees that they will not file or prosecute for damages, the Officer or representatives of the Union, or the Union as a separate entity.

20.03: The City of Tumwater agrees that there will be no lockout during the life of this Agreement.

ARTICLE 21– SAVINGS CLAUSE

Should any article, sections, or portion thereof of this Agreement to be held unlawful or invalid by any court of competent jurisdiction, or in conflict with existing state laws, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. The remaining sections or provision shall remain in full force and effect.

ARTICLE 22 – INSURANCE COVERAGE

22.01: The City agrees to pay 100% of the Employee premium and Employee premium for medical coverage based on the cost of the Regence Plan 1500 through the IAFF Benefit Trust. The City agrees to participate in the cost of dependent medical coverage by paying up to 85% of the premium for all eligible dependents under the plan selected by the Employee. If two or less dependents are covered, cost shall be paid at 100%.

The City further agrees to pay 100% of the premium for the Employee for dental coverage under the IAFF Benefit Trust Plan 7. The City will pay 85% of the cost of eligible dependent premiums.

The City agrees to pay 100% of the premium for Orthodontia coverage under the IAFF Benefit Trust Plan 2 for all members of the bargaining unit and their dependents.

The City agrees to pay 100% of the premium to the Standard Life Insurance Company for \$10,000 of group life insurance for all members of the bargaining unit.

The City agrees to deposit \$2,000 for Employee only medical and \$4,000 for Employee plus any dependents in an HRA VEBA account on an annual basis no later than the January payroll cycle.

22.02: Domestic partner coverage- Employees may, consistent with City policy, elect medical and/or dental insurance coverage for a domestic partner. The coverage provided to a domestic partner shall be through the purchase of an individual medical and/or dental plan. The maximum cost to the City of the coverage shall be limited to the amount provided for spouse coverage under the IAFFBT plans as established in this contract.

An Employee who purchases domestic partner individual coverage, shall be reimbursed by the City. The insurance premiums shall be paid by the Employee and reimbursed by the City after income taxes are withheld.

If domestic partner coverage is selected, the domestic partner shall be treated as a dependent for purposes of 22.01 of this contract and shall effect the total City contribution toward premiums.

22.03: Employees may, if requested of the City, participate in the City's established pre-tax flexible spending account plan subject to Internal Revenue Service (IRS) regulations and City procedures, policies and practices.

22.04: The City shall make monthly pre-tax contributions not to exceed \$150 per Employee to the Washington State Council of Firefighters Employee Benefit Trust.

This trust shall remain separate and apart from any City retiree health insurance funding program unless changed by mutual agreement of the parties to the Agreement.

Members may also convert sick leave to the Trust as follows: In November of each year, and at no other time, Employees with at least 1152 (24 hours shift Employees) or 768 (day shift Employees) hours of accrued sick leave may elect to convert any portion of sick leave hours earned in the previous 12-month period, minus those hours used during that period, directly to the Trust from the Employer at the rate of 25% and shall be based on the Employee's current salary. Hours donated through the City's shared leave program shall not count as hours used in a year for purposes of calculating the payment.

Upon retirement, Employees eligible to sell back sick leave pursuant to City policy shall have such payments made to the Trust established in this Article or to their City sponsored deferred compensation account.

22:04.01: The Union and Employees agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, demands, lawsuits, and/or any losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The IAFF local, and the Employees, shall be 100% liable for any and all liabilities inclusive of any federal, including but not limited to the Internal Revenue Service (IRS), state, or local agency determination regarding any liabilities, including but not limited to the contribution method(s), that arise out of the Trust Fund. The IAFF local, and the Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund including, but not limited to actions of the plan sponsors, plan administrators, and others involved in the operation of the plan.

- 22.04:02: The City shall impose a mandatory deduction per Employee per month to be deposited with the "Medical Expense Reimbursement Plan" Trust for all eligible Employees, as defined by the Trust, which includes Employees promoted out of the local bargaining unit. This mandatory deduction shall be the same amount as the contribution for bargaining unit Employees.
- 22.05: Employees shall notify the Employer in writing whenever there is a change in family status that affects one or more City benefit programs. Such changes could include but are not limited to birth or adoption of a child; marriage, divorce, or legal separation; Medicare eligibility of Employee or dependent; loss of dependent status due to age, college, enrollment status, or failure to meet Internal Revenue Service (IRS) definition of a dependent; and/or loss of insurance coverage other than the City's. Such notification shall normally be given to the Employer within Thirty (30) days of the event that creates changes in family status.
- 22.06: The City agrees to support the development and implementation of a mutually agreeable return to work, job conditioning or other similar program to support the health and wellness of Employees. This benefit is not to exceed a maximum investment of \$12,500.00 per year. This option will be piloted in this contract and if proven to reduce time off from current levels, may be extended if mutually agreed upon by both parties.

ARTICLE 23 – SUPPLEMENTAL RETIREMENT BENEFIT

- 23.01: The parties hereby agree to end the current Supplemental Retirement Benefit of their labor agreement (Article 24 of the 2000 to 2002 Agreement between Local #2409 IAFF and the City of Tumwater). The City agrees to replace the funds for supplemental retirement by increasing salaries by 6.2% effective August 1, 2003. The parties agree and fully acknowledge that the purpose of this provision was to mitigate the lack of Social Security coverage for bargaining unit members. The parties have entered into this Agreement to provide maximum flexibility to each member of the bargaining unit by improving the salary component of their total compensation package. The Union agrees that this resolves any future obligation on the part of the City to provide funding to mitigate the absence of Social Security coverage for bargaining unit members.
- 23.02: Bargaining unit Employees will be permitted to participate voluntarily in Internal Revenue Service (IRS) section 457 deferred compensation programs offered by the City. Effective July 1, 2017, the Employee's will have the option to contribute to the Washington State DCP. Starting January 1, 2023, the Employer shall contribute up to 2.0% Employee/Employer match to the Washington State DCP and up to a 3% match in 2024 and beyond.

ARTICLE 24 – SAFETY CLOTHING

- 24:01: The City shall provide the following protective clothing for each Employee of the Fire Department and provide for the replacement of this clothing to keep it in good and safe condition and in accordance with departmental policies one helmet, two coats with liners, two pairs of suspenders, two pairs of pants with liner, two pairs of gloves and one pair of steel soled turnout boots.

24.02: Uniforms- The City of Tumwater shall provide each member of the Fire Department with a minimum of two (2) work uniforms. The City shall provide one pair of shoes per Employee. The replacement of shoes shall be determined by the Employer and approved by the Fire Chief.

ARTICLE 25 – SUBSTANCE ABUSE PREVENTION

The provisions of the City of Tumwater’s Substance Abuse Policy and the policies of the Tumwater Fire Department shall apply to all members of the bargaining unit with the following clarifications:

25.01: Testing Procedures and Standards:

- a) Testing will be done by taking samples at a certified drug and alcohol testing center. Samples will be sent to a federally certified laboratory for processing and evaluation. In addition to items tested under City policy, Fire Department tests under this Agreement will include commonly prescribed and abused depressants (examples include but are not limited to: Vicodin, Oxycontin, Valium, Xanax), stimulants (examples include but are not limited to: Adderall, Concerta, Ritalin) and over the counter substances containing dextromethorphan.
- b) Liability release and chain of evidence standards will be those which meet or exceed those utilized by the U.S. Department of Transportation.
- c) Testing standards regarding laboratory processes and interpretation of results will be in line with those utilized by the U.S. Department of Transportation.

25.02: Assistance to Employees- Employees who voluntarily ask for assistance from the Employer to deal with drug or alcohol problems will not be subject to discipline as a result of revealing their need for treatment.

25.03: Employees who test positive will not be disciplined beyond a written reprimand unless he/she refuses to be tested, refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, tests positive for drugs within two (2) years of completing an appropriate rehabilitation program. Once treatment and any follow-up care is completed, and three (3) years have passed since the Employee entered the program, the Employee’s personnel file shall be purged of any reference to his/her drug and alcohol problem.

ARTICLE 26 – EDUCATIONAL INCENTIVE PAY

26.01: Eligibility- After an employee successfully completes probation with the City of Tumwater, employees will be eligible for educational incentive pay. Eligible Employees can request and receive the below educational incentive pay for having obtained a college degree:

- a) Associate degree: (2%)
- b) Bachelor’s degree: (4%)

- 26.02: Qualifying Education- Only credits or degrees from an accredited college or university will be approved for the incentive program. Any questions about the validity of the credits or degrees will be resolved by a review committee that consists of the Fire Chief, or his/her designee, an Employee appointed by the bargaining unit and a fire supervisor chosen by the Chief.
- 26.03: Credits Awarded in Pursuit of a Four-Year degree- Some colleges and universities award credits for fire training or other experience. This type of credit is awarded with the understanding that the Employee's educational goal is a four-year degree. If an Employee, then had enough credits to qualify for a two-year degree he/she may qualify for the two-year degree incentive. If the Employee does not complete the four-year degree and has not accumulated sufficient credits with classroom attendance to qualify for a two-year degree, then compensation for the two-year degree will cease.
- 26.04: Break in Class Attendance- When a bargaining unit member is pursuing four-year degree and is being compensated at the two-year degree level due to credits awarded by the institution, it is assumed that class attendance will be continual. If a bargaining unit member is not enrolled and attending classes for a period of one academic year, then compensation at the two-year degree level will cease. Proof of completion of classes shall be submitted to the Fire Chief at the end of each quarter or semester attended.
- 26.05: Employees Responsibility to Notify- It is the Employees responsibility to notify the City in writing upon completion of degree requirements. Educational incentive pay shall be effective beginning with the next monthly payroll cycle following the Employee's written notification and approval by the Fire Chief.

ARTICLE 27 – WORKER'S COMPENSATION

- 27.01: All occupational injuries or illnesses shall be reported immediately to management and recorded in writing on the City's Accident/Incident Report form.
- 27.02: All Employees requiring medical attention due to an injury or illness are required to file a claim for Worker's Compensation benefits. The Labor and Industries (L&I) "Report of Industrial Injury or Occupational Disease" claim form may be obtained from a physician, clinic, or hospital.
- 27.03: An Employee using paid sick leave and simultaneously receiving compensation under Workers' Compensation Law is required to notify the Finance Department and reimburse the City for all L&I time loss payments within three (3) working days of receipt. Employees in this situation will receive sick leave "buy back" calculated by the Finance Department in order to restore the amount of sick leave equivalent to the time loss payment.
- 27.04: An Employee using any other form of paid leave other than sick leave and simultaneously receiving compensation under the Worker's Compensation Law will keep both forms of payment and will have no salary or leave adjustment from the City, i.e. no "buy back".

ARTICLE 28 – LIGHT DUTY

- 28.01: Shift Employees injured on the job shall be allowed to return to a light duty shift work schedule with a modified work assignment as approved by a qualified health care professional. If recommended by the health care professional, a light duty shift schedule with a modified work assignment may be less than a twenty-four (24) hour shift and will be on regularly assigned shift days until such time as the health care professional approves a return to full schedule.
- 28.02: Shift Employees injured on the job who are not able to return to a light duty shift work schedule with a modified work assignment may be offered a light duty position with a traditional, forty (40) hour work week. Employees will be paid according to the salary for their job class. Any loss of wages not covered by the light duty assignment are subject to reimbursement through applicable time loss procedures of the Worker's Compensation Program.
- 28.03: If an Employee injured on the job is unable to return to work permanently due to an on the job injury or illness, and if the City has or anticipates an opening in another department within the City, the City may facilitate re-training the Employee to a new position to continue employment with the City. Such re-training is at the discretion of the City and must be approved by the Department that has the job opening. It is also understood that the Employee may be required to go through a competitive application process. Disclosure of medical information related to this article shall be consistent with state and federal law.
- 28.04: Light duty for Employees injured off the job shall be at the discretion of the Fire Chief. The terms and conditions for these assignments shall be determined by the Fire Chief and may be similar to or different from those described above for Employees injured on the job.

ARTICLE 29 – LABOR MANAGEMENT COMMITTEE

- 29.01: In order to maintain a good labor/management relationship, both parties recognize the benefit of collaborative problem solving in jointly addressing issues and creating a positive work environment.
- 29.02: The Committee shall be comprised of representatives of the Union and City Management. Guests will be allowed at meetings by mutual agreement of the parties. Meetings will be held on a monthly basis at a time and location mutually agreed upon by both parties.
- 29.03: Committee members shall be permitted to attend meetings on duty as long as this does not interfere with emergency operations of the Department. There shall be no additional overtime cost to the City for Committee meetings.
- 29.04: The Committee shall have no collective bargaining authority; however, both parties agree to support agreements and mutual understandings reached by the Committee.

ARTICLE 30 – MEDICAL PHYSICALS

- 30.01 Employees will complete a mandatory medical physical consistent with mutually agreed upon criteria. Beginning in 2021 these physicals will be completed on an annual basis. Medical physicals will be conducted by a provider selected through the IAFF Benefit Trust. No individual results will be shared with the Employer, with the exception of “fit” or “not fit”. Physical exams will be scheduled in a manner such that minimum staffing levels will not be adversely impacted. The City shall attempt to schedule physicals in conjunction with other area Departments also utilizing the IAFF Benefit Trust for annual physicals, provided that travel outside Thurston County is not necessary.
- 30.02 Beginning in 2025 the City will provide access to Galleri (or other mutually agreed upon provider) cancer screening testing as outlined below:
 - a. The City will pay 100% of the cost every other year for employees aged 40+ or have 10 or more years in the fire service as a responder (including volunteer time)
 - b. Employees may access testing in off years and self-pay
 - c. Employees less than 40 years of age may access testing and self-pay
 - d. Family members may also participate and pay full cost
 - e. Testing is voluntary in all cases and the employer shall not have access to any testing results.

ARTICLE 31 – LONGEVITY

31.01 Employees will be accorded a longevity premium in accordance with the following schedule:

10 years of service	2.0%
15 years of service	2.5%
20 years of service	3.0%
25 years of service	3.5%

ARTICLE 32 – LIFE OF AGREEMENT

- 32.01: All provisions of this Agreement shall continue to be in full force and effect from January 1, 2025, through December 31, 2027, unless a regional fire authority contract supersedes this contract.
- 32.02: Prior to the termination date of this contract, either party may recommend any or all parts of the Agreement be reopened for negotiations, provided one of the parties advises the other party in writing one hundred and fifty (150) days prior to the termination date of this Agreement by submission and receipt in writing to the other party. The party receiving the request for re-opening of the contract will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations. In the event that such notice is timely provided, negotiations shall begin no later than ninety (90) days prior to the anniversary date of this contract.

- 32.03: This Agreement shall remain in full force and effect during the period of negotiations until notice of termination of this Agreement is provided.
- 32.04: Should neither party to this Agreement receive written notice requesting negotiations one hundred and fifty (150) days prior to the expiration date of the contract, the Agreement will be considered to have been re-negotiated for twelve (12) months.
- 32.05: This Agreement may be amended at any time during its effective term provided there is mutual consent of both parties in writing.
- 32.06: This Agreement shall be binding upon the successors and a parties hereto, and no provisions, terms, or obligations here shall be affected, modified, altered, or changed in any respect by the consolidation, merger, annexation, transfer or assignment of either party hereto; or affected, modified, altered, or changed in whatsoever by any change or any kind of ownership or management either party hereto; or by any change geographically, or otherwise, in the location or place of business of either party hereto with the exception as outlined in section 31.01 of this Agreement.
- 32.07: Both parties agree that all outstanding MOUs retained by either party are either incorporated into this contract or retired and no longer recognized unless both parties agree to it.

Dated this _____ day of _____, 2025, Tumwater, WA

CITY OF TUMWATER

TUMWATER FIREFIGHTERS

Debbie Sullivan
Mayor
City of Tumwater

Rian Winter
President
Tumwater Firefighters

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

*Signed copies on file with Administrative Services

APPENDIX A

2025 Pay Schedule						
3.8% COLA and 2.0% Market adjustment						
Percentage Matrix						
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	70%	80%	85%	90%	95%	100%
Firefighter/Paramedic	82.5%	92.5%	97.5%	102.5%	107.5%	112.5%
Fire Lieutenant					113%	115%
Paramedic Lieutenant					119%	121%
Fire Prevention Officer Level I (40)						110%
Fire Prevention Officer Level II (40)						115%
Training Officer (Lt. 40 hr.)						115%
Battalion Chief					127%	130%
Medical Services Officer/BC (40)					127%	130%
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	31.9565	36.5218	38.8044	41.0870	43.3696	45.6522
Firefighter/Paramedic	37.6631	42.2283	44.5109	46.7935	49.0761	51.3587
Fire Lieutenant					51.5870	52.5000
Paramedic Lieutenant					54.3261	55.2392
Fire Prevention Officer Level I (40)						60.8403
Fire Prevention Officer Level II (40)						63.6058
Training Officer (Lt. 40 hr.)						63.6058
Battalion Chief					57.9783	59.3479
Medical Services Officer/BC (40)					70.2429	71.9022
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	6,775	7,743	8,227	8,710	9,194	9,678
Firefighter/Paramedic	7,985	8,952	9,436	9,920	10,404	10,888
Fire Lieutenant					10,936	11,130
Paramedic Lieutenant					11,517	11,711
Fire Prevention Officer Level I (40)						10,646
Fire Prevention Officer Level II (40)						11,130
Training Officer (Lt. 40 hr.)						11,130
Battalion Chief					12,291	12,582
Medical Services Officer/BC (40)					12,291	12,582
Hourly rates based on 2520 annual hours for shifts and 2080 annual hours for 40-hour employees.						

APPENDIX A

2026 Pay Schedule 2.0% COLA						
Percentage Matrix						
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	70%	80%	85%	90%	95%	100%
Firefighter/Paramedic	82.5%	92.5%	97.5%	102.5%	107.5%	112.5%
Fire Lieutenant					113%	115%
Paramedic Lieutenant					119%	121%
Fire Prevention Officer Level I (40)						110%
Fire Prevention Officer Level II (40)						115%
Training Officer (Lt. 40 hr.)						115%
Battalion Chief					127%	130%
Medical Services Officer/BC (40)					127%	130%
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	32.5956	37.2522	39.5804	41.9087	44.2369	46.5652
Firefighter/Paramedic	38.4163	43.0728	45.4011	47.7293	50.0576	52.3859
Fire Lieutenant					52.6187	53.5500
Paramedic Lieutenant					55.4126	56.3439
Fire Prevention Officer Level I (40)						60.8750
Fire Prevention Officer Level II (40)						63.6421
Training Officer (Lt. 40 hr.)						63.6421
Battalion Chief					59.1378	60.5348
Medical Services Officer/BC (40)					70.2830	71.9432
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	6,910	7,897	8,391	8,885	9,378	9,872
Firefighter/Paramedic	8,144	9,131	9,625	10,119	10,612	11,106
Fire Lieutenant					11,155	11,353
Paramedic Lieutenant					11,747	11,945
Fire Prevention Officer Level I (40)						10,859
Fire Prevention Officer Level II (40)						11,353
Training Officer (Lt. 40 hr.)						11,353
Battalion Chief					12,537	12,833
Medical Services Officer/BC (40)					12,537	12,833

Hourly rates based on 2472 annual hours for shifts and 2080 annual hours for 40-hour employees.

APPENDIX A

This page is reserved for 2027 pay grids

APPENDIX A Specialty Pays

Fire Investigation Technician

Beginning January 1, 2025 members selected, trained, and certified to operate as Fire Investigation Technicians will have 1.5% added to their base pay. The selection and training requirements are as follows:

Selection Process:

Tumwater Fire Department Fire Investigation Technicians will be selected using the following process:

- The Department will support up to four (4) Fire Investigation Technicians.
- When there is a vacancy or expected vacancy, the department will solicit interest to fill the position and members who would like to join the team shall submit a letter of interest to the Operations Chief.
- A panel consisting of the Fire Prevention Officer and the Operations Chief will review the letters of interest and conduct interviews.
- The Fire Chief will then make the appointment upon recommendation of the Operations Chief.

After completion of initial training the prospective Fire Investigation Technician will need to give a three-year commitment prior to receiving the position.

Initial Training:

- Obtain International Association of Arson Investigators (IAAI) Fire Investigation Technician (FIT) certification

Minimum Annual Training Requirements:

- Acquire and maintain FIT designation
- Complete one CFI course per quarter

Requirements to Receive or Maintain specialty pay:

- Member must complete all required initial training (before pay begins)
- Successfully complete the minimum ongoing training (reviewed at end of each year)
- Participate in at least one fire investigation in the previous calendar year. This requirement may be waived at the discretion of the Fire Chief under extenuating circumstances.

In the Event of Long-term Injury or Illness:

- The member will need to complete remediation/ make-up training as outlined by the Fire Chief.

Special Operations Rescue Team (SORT)

Members selected, trained, and certified to operate on the Special Operations Rescue Team (SORT) will have 1.5% added to their base pay beginning January 1, 2025. The selection and training requirements are as follows:

Selection Process:

Tumwater Fire Department SORT members will be selected using the following process:

- The Department will support up to one SORT member per shift (4) and one (1) day staff SORT member.
- When there is a vacancy or expected vacancy, the department will solicit interest to fill the position and members who would like to join the team shall submit a letter of interest to the Operations Chief.
- A panel consisting of the Officer responsible for managing the SORT program and two or more additional SORT members will review the letters of interest and conduct interviews.
- Following this process, the Officer responsible for managing the SORT program will send a recommendation to the Operations Chief.
- The Fire Chief will then make the appointment upon recommendation of the Operations Chief.

After completion of initial training the prospective SORT member will need to give a three-year commitment to the SORT team prior to receiving the position.

Initial Training:

- Thurston County SORT Orientation
- Achieve Technician level certification in the following disciplines:
 - Rope
 - Confined Space
 - Trench
 - Structural Collapse

Requirements to Receive or Maintain specialty pay:

- SORT member must complete all required initial training
- Successfully complete minimum ongoing training
- Successfully pass the annual skills evaluation

In the Event of Long-term Injury or Illness:

The member will need to complete remediation/make-up training as outlined by the Officer managing the program and the requirements of Thurston County SORT

OPEP Evaluator

Beginning January 1, 2025, up to eight members selected, trained, and certified to be OPEP Evaluators will have 1.5% added to their base pay. The selection and training requirements are as follows:

Selection Process:

- Members selected as BLS or ALS OPEP Evaluators will have 1.5% added to their base pay.
- The Department will support up to one BLS OPEP Evaluator per shift for a total of four (4), not including Paramedic Lieutenants.
- The Department will support up to four (4) ALS OPEP Evaluators, regardless of shift assignment, not including Paramedic Lieutenants.
- When there is a vacancy or expected vacancy, the department will solicit interest to fill the position and members who want to be OPEP Evaluators shall submit a letter of interest to the Medical Services Officer (MSO).
- A panel consisting of a Shift BC and the MSO responsible for managing the OPEP program will

review the letters of interest and conduct interviews.

- Following this process, the MSO, in collaboration with the Operations Chief, will make a recommendation to the Fire Chief.
- The Fire Chief will then make the appointment upon recommendation of the Operations Chief.

Training:

- All OTEP Evaluators (ALS or BLS) will complete the requirements for being an OTEP evaluator, as outlined by Thurston County Medic One and the Washington State Department of Health requirements.

Requirements to Receive or Maintain specialty pay:

- Member must complete all required initial training (before pay begins)
- Successfully complete the minimum ongoing training (reviewed at end of each year)
- Actively participate in the Department OTEP program providing annual training.

In the Event of Long-term Injury or Illness:

- The member will need to complete remediation/make-up training as outlined by the Medical Services Officer.

Master Driver Operator (MDO)

Beginning in June 2023, Employees in the Firefighter classification may complete a management-designed and approved Master Driver Operator Certification.

Any eligible employees, up to four (4) who complete the certification will be eligible for specialty pay equal to 3.5% of their regular rate of pay beginning in 2024. Each of the four shifts will have one designated MDO.

Selection Process:

- Must have completed JATC Firefighter requirements.
- When there is a vacancy or expected vacancy, the department will solicit interest to fill the vacancy and members who want to be an MDO shall submit a letter of interest to the MDO program officer.
- Candidates will complete the department-approved questionnaire to confirm subject matter expertise. This will include open-ended questions to prove knowledge in critical areas.
 - Apparatus specifications and equipment.
 - Typical operational evolutions.
 - Scene management relative to the Apparatus/Operator (A/O).
 - Map/Property knowledge.
- The MDO program officer, in collaboration with the Operations Chief, will make a recommendation to the Fire Chief.
- The Fire Chief will then make the appointment upon recommendation of the Operations Chief.

Training and CME:

- All MDOs will attain the Instructor I Certification within 12 months of receiving specialty pay. Course availability may affect the timeline.
- Enroll and complete the JATC Hydraulics course.

- A minimum of 16 hours of CME is required annually for all MDOs. Examples of CME activities include:
 - Pump Academy
 - Leading A/O drills.
 - Attending relevant classes and or conferences.
 - In-Service time with fire mechanics.
 - Attending the Department Apparatus/Equipment Committee meetings.

Requirements to Receive or Maintain specialty pay:

- Member must complete all required initial training (before pay begins)
- Successfully complete the minimum ongoing training (reviewed at end of each year)

In the Event of Long-term Injury or Illness:

- The member will need to complete remediation/make-up training as outlined by the Operations Chief.

TO: City Council
FROM: Brittaney McClanahan, Executive Assistant
DATE: November 19, 2024
SUBJECT: Advisory Board Appointment of Alex Chacon to the Tree Board

1) Recommended Action:

Approve Mayor Sullivan's appointment of Alex Chacon to the Tree Board.

2) Background:

Alex Chacon has been interviewed and shows interest in filling the vacancy on the Tree Board. Upon Council confirmation, Alex's term will be effective immediately through March 1, 2025.

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engaged citizens, and living connection to its history.

We Believe in PEOPLE:

Partnership | We work collaboratively with citizens, businesses, and community organizations.

4) Alternatives:

- Approve the appointment
 - Do not approve the appointment
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

A. Application and supplemental applicant information.

Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: Alex Chacon

Address: [Redacted]

Telephone: (Home) [Redacted] (Mobile) [Redacted]

(Work) [Redacted]

Date: 8/2/2024 Email: [Redacted]

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

Board, Committee, or Commission	Preference Number
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	<u>N/A</u>
<u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>N/A</u>
<u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active	<u>N/A</u>
<u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>N/A</u>
<u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active	<u>N/A</u>
<u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active	<u>N/A</u>
<u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>1</u>

Alexander I. Chacon

WORK EXPERIENCE

Thurston Conservation District

Mar. 2024 – Present

Stewardship Forester

Tumwater, WA

- Acts as the technical forestry lead for the District, coordinating and providing technical assistance on forest management to non-industrial private forest landowners in Thurston County
 - Write Forest Management Plans (FMPs) that meet Washington State Integrated Forest Management Plan & USDA NRCS CAP106 guidelines
 - Provide on-site forest management advice to support individual landowner objectives, including recommendations on forest health, wildlife habitat, water/stream quality, and wildfire risk
- Coordinates with regional partners on forestry projects

Mason Conservation District

Dec. 2022 – Feb. 2024

Stewardship Forester

Shelton, WA

- Worked with forest landowners throughout the South Puget Sound region in development of FMPs, enrollment into cost-share programs, and on-site technical assistance

Inland Empire Resource Conservation District (IERCD)

Dec. 2020 – Dec. 2022

Forest Health Specialist

Redlands, CA

- Supported planning, organization, and implementation of various projects related to forest health and wildfire mitigation including but not limited to:
 - Surveys and mitigation efforts for the invasive tree pest Goldspotted Oak Borer (*Agrilus auroguttatus*) on private and federal lands, including coordinating tree removal contracts, working collaboratively with local, state, & federal partners, and public education and outreach
 - Common Stand Exams (CSE) forest inventorying in partnership with the United States Forest Service consisting of fixed radius plots, fuels data collection, and vegetation composition data collection in dry mixed-conifer forest of Southern California
 - Post-wildfire disaster recovery assistance in partnership with NRCS, providing technical assistance, conservation planning, natural resource assessments, and forest management planning assistance for private landowners affected by fire in wildland-urban interface areas
 - Creation of an urban tree inventory, Level 2 Basic tree risk assessments, and site planning for a recreational nature center managed by IERCD
- Provided ArcGIS support for development of a Regional Priority Plan used to coordinate forest health and wildfire mitigation projects between various agencies and partners in Southern California
- Developed and participated in outreach events such as community meetings, tabling, and volunteer tree planting

CN Utility Consulting

Feb. 2016 – Apr. 2017 | Mar. 2020 – Dec. 2020

Consulting Utility Forester

Rancho Cucamonga, CA

- Inspected and assessed hazardous trees and brush near overhead power lines in both urban and wildland-urban interface areas
- Prescribed tree trimming work and reported to utility client with electronic devices
- Conducted field inspections of vegetation near power lines for fire and electrical hazard compliance
- Provided customer notification and conflict resolution to property owners of vegetation management activities
- Inventoried and mapped an electronic database of trees utilizing ArcGIS software

ACRT

Oct. 2017 – Jan. 2020

Consulting Utility Forester

Denver, CO

- Performed quality assurance and safety audits of contracted tree crews in urban and WUI areas across Colorado

- Ensured contractor compliance to project guidelines, ANSI Z133 safety standards, and ISA Best Management Practices for utility pruning of trees
- Educated and informed customers of utility client's vegetation management program
- Used geospatial and work management software WorkStudio in the field with electronic data recording devices

Utah State University

June 2015 – Sept. 2015

Field Technician

Cedar Breaks National Monument, UT

- Established a 34-acre permanent monitoring forest dynamics plot in subalpine forest of Cedar Breaks, UT
 - Tagged, measured, mapped, and identified 17 species of tree and shrub totalling over 27,000 stems

CERTIFICATIONS & PROFESSIONAL DEVELOPMENT

- **ISA Tree Risk Assessment Qualification (TRAQ)** Exp: Aug. 2024
- **ISA Certified Arborist & Utility Specialist** Exp: June 2026
 - WE-11840AU
- **PNW-ISA 2023 Annual Training Conference** Sept. 2023
 - Developed skills in pruning prescriptions, tree identification, & tree inspection in the Pacific Northwest

PUBLICATIONS & RESEARCH EXPERIENCE

[A.I. Chacon, A. Baer, J. Wheeler, J. Pittermann. 2020. Two coastal Pacific evergreens, *Arbutus menziesii*, Pursh, and *Quercus agrifolia*, Née show little water stress during California's exceptional drought. *PLOS ONE*.](#)

EDUCATION

University of California, Santa Cruz

June 2015

B.S., Plant Sciences

Santa Cruz, CA

VOLUNTEERING EXPERIENCE

Denver Botanic Gardens

Apr. 2018 – Feb. 2020

- Assisted in the tissue culture of plants under sterile conditions, including micropropagation, media preparation, and cleaning of laboratory glassware, for production of plant stock
- Propagated plants through stem cuttings, tray fillings, and transplantings in greenhouse setting

SKILLS

Professional Skills

- Team management and leadership: supervision and training of field technicians, interns, and volunteers
- Development and implementation of forest health and wildfire mitigation projects
- Forest management layout, design,

Technical Skills

- Forest stand analysis (Intensive Common Stand Exams, ForestGEO long-term dynamics plots, height measurements via laser and estimation, diameter measurements, canopy cover and vegetation composition)
- Forest fuels surveys (Browns transects)
- Forest pathology (insect and other pathogen identification, recognition of stress symptoms and causes)
- Best Management Practices in urban arboriculture (tree pruning, installation, general care, and risk assessment)
- Species identification through taxonomic keys
- Plant rearing and tending in both greenhouse and laboratory setting

Software Proficiencies

- ArcGIS Pro, ArcMap, Survey123, Collector, Field Maps, Microsoft Office

From: [Alex Chacon](#)
To: [Brittaney McClanahan](#); [Alyssa Jones Wood](#)
Subject: Chacon, Alex Tree Board Application
Date: Friday, August 2, 2024 3:59:29 PM
Attachments: [Chacon, Alex Resume2Aug2024.pdf](#)
[Chacon, Alex Tree Advisory Board Application 2Aug2024.pdf](#)

To Alyssa Wood & Brittaney McClanahan,

Please see my application for the City of Tumwater's Tree Board attached above, along with my resume with my credentials. I am a newer resident of the City of Tumwater as of February of this year, but had been living in Olympia for the year prior, having moved to WA from southern California in late 2022.

I have a professional background in arboriculture with my ISA Arborist certification and 4 years of experience in utility vegetation management alongside 3 years of experience in forestry, and currently serve non-industrial private forest landowners of Thurston County as Thurston Conservation District's Stewardship Forester. I look forward to the opportunity to use my professional experience to help advise the Tumwater City Council in the direction of our urban forests.

Please let me know if there's anything else I can provide or if you have any further questions, and I look forward to this opportunity!

Thank you for your time and the consideration,

Best,

-Alex Chacon

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: November 19, 2024
SUBJECT: Ordinance O2024-007, 2025-2026 Biennial Budget

1) Recommended Action:

Hold a public hearing related to the Mayor's proposed budget.

2) Background:

The Mayor proposed the 2025-2026 budget, and staff has presented three budget workshops to date. This is the second of two required public hearings related to the budget. Staff will provide a brief overview of the proposed budget, then the Mayor will open the public hearing.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

None. State law requires two public hearings prior to final adoption of the budget on December 3. This satisfies that requirement.

5) Fiscal Notes:

The Mayor's proposed budget is located here: [City budget | City of Tumwater, WA](#)

6) Attachments:

- A. Ordinance O2024-007 Biennial Budget
- B. Citywide Proposed Budget
- C. General Fund Proposed Budget

ORDINANCE NO. O2024-007

AN ORDINANCE of the City Council of the City of Tumwater, Washington, adopting the biennial budget for the City of Tumwater, Washington, for the fiscal period beginning January 1, 2025 and ending December 31, 2026.

WHEREAS, the Mayor of the City of Tumwater, Washington, completed and placed on file with the Finance Director a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of the City including salaries and wages as shown in each fund's or department's salary and wages expenditure line item; and, a notice was published that the City Council would meet on the 15th of October 2024 and on the 19th of November 2024 at or around the hour of 7:00pm, at the Council Chambers in the City Hall for the purpose of making and adopting a budget for the two year fiscal period of January 1, 2025 to December 31, 2026 ("2025-2026 Budget") and giving taxpayers within the limits of the City an opportunity to be heard about the 2025-2026 Budget; and

WHEREAS, the City Council did meet at City Hall on November 4, 2024 and November 19, 2024 and considered the matter of the 2025-2026 Proposed Budget; and

WHEREAS, the 2025-2026 Budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Tumwater for the purposes set forth in the 2025-2026 Budget, and the estimated expenditures in each fund set forth in the 2025-2026 Budget are all necessary to carry on the government of the City for fiscal years 2025-2026 and are all necessary to meet the various needs of the City during that period;

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

Section 1. The biennial budget for the City of Tumwater, Washington, for the fiscal years 2025-2026 is hereby adopted at fund level as set forth in the document entitled "City of Tumwater 2025-2026 Biennial Budget" a copy of which is on file in the Finance Department.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Tumwater, and aggregate totals for all such funds combined for the 2025-2026 biennium are set forth in the attached Exhibit A and are hereby appropriated for expenditure at the fund level during the 2025-2026 biennium.

Section 3. The Salary Schedule set forth in Exhibit B and all salaries and wages as shown in each department's and fund's detail budget reports as included in the budget document are adopted.

Section 4. The Finance Director is directed to transmit a certified copy of the City of Tumwater 2025-2026 Biennial Budget to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 6. 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 7. Effective Date. This ordinance shall take effect five days after passage, approval and publication.

ADOPTED this 3rd day of December, 2024.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

CITY OF TUMWATER
Proposed Budget
2025-2026

FUNDS BY TYPE	Beginning Fund Balance	Revenues	Total Resources	Expenditures	Ending Fund Balance	Proposed Budget
General Government Funds						
001 General Fund	\$ 23,567,529	\$ 96,218,685	\$ 119,786,214	\$ 101,243,215	\$ 18,542,999	\$ 119,786,214
002 Public Safety Reserve	1,472,246	4,370,800	5,843,046	4,877,629	965,417	5,843,046
007 Permit Reserve	736,709	40,000	776,709	-	776,709	776,709
008 Emergency Reserve	2,106,528	70,000	2,176,528	-	2,176,528	2,176,528
009 Facilities Reserve Fund	1,713,648	180,000	1,893,648	-	1,893,648	1,893,648
012 Recreation Special Programs	94,495	145,400	239,895	109,250	130,645	239,895
015 Parks Board	139,830	50,000	189,830	40,000	149,830	189,830
016 E-Link & Fiberoptics	799,298	376,000	1,175,298	361,000	814,298	1,175,298
017 Historical Commission	31,556	22,000	53,556	20,000	33,556	53,556
018 K-9	2,921	800	3,721	2,850	871	3,721
019 US Flag Recognition	13,715	1,200	14,915	1,100	13,815	14,915
GENERAL GOVERNMENT FUNDS	\$ 30,678,475	\$ 101,474,885	\$ 132,153,360	\$ 106,655,044	\$ 25,498,316	\$ 132,153,360
Special Revenue Funds						
105 Affordable Housing Sales Tax Fund	\$ 81,750	\$ 135,000	\$ 216,750	\$ 126,000	\$ 90,750	\$ 216,750
107 Domestic Violence Prevent Fund	3,210	400	3,610	3,226	384	3,610
108 Drug & Other Seizure Fund	53,000	5,000	58,000	58,000	-	58,000
109 Lodging Tax Fund	709,608	876,000	1,585,608	988,809	596,799	1,585,608
111 Development Fees Fund	13,983,574	5,600,000	19,583,574	7,284,000	12,299,574	19,583,574
120 Barnes Lake Mgmt Dist. Fund	34,149	67,120	101,269	73,331	27,938	101,269
130 Transportation Benefit District	2,038,746	5,080,000	7,118,746	6,635,650	483,096	7,118,746
Debt Service Fund						
200 General Obligation Debt Service Fund	\$ 42,504	\$ 490,281	\$ 532,785	\$ 390,500	\$ 142,285	\$ 532,785
Capital Project Funds						
303 General Government CFP Fund	\$ 2,567,356	\$ 36,544,572	\$ 39,111,928	\$ 36,427,549	\$ 2,684,379	\$ 39,111,928
304 Transportation CFP Fund	7,506,843	28,601,249	36,108,092	34,723,929	1,384,163	36,108,092
Proprietary Funds						
400 Water Utility Fund	\$ 16,468,722	\$ 61,471,612	77,940,334	\$ 60,567,572	\$ 17,372,762	\$ 77,940,334
401 Sewer Utility Fund	16,871,746	29,241,729	46,113,475	30,938,251	15,175,224	46,113,475
411 Storm Utility Fund	10,392,308	34,005,044	44,397,352	28,179,642	16,217,710	44,397,352
480 Golf Course Fund	-	5,661,205	5,661,205	5,661,205	-	5,661,205
Internal Service Funds						
501 Equip Rental & Rsv Fund - Fleet	\$ 3,829,870	\$ 7,500,523	\$ 11,330,393	\$ 10,770,794	\$ 559,599	\$ 11,330,393
502 Equip Rental & Rsv Fund - IT	471,924	6,451,773	6,923,697	6,787,338	136,359	6,923,697
CITY-WIDE TOTALS	\$ 105,733,785	\$ 323,206,393	\$ 428,940,178	\$ 336,270,840	\$ 92,669,338	\$ 428,940,178

CITY OF TUMWATER
General Fund Proposed Budget
2025 - 2026

	2021-2022 Actual	2023-2024 Adjusted Budget	2023-2024 Estimate	2025-2026 Proposed Budget
BEGINNING FUND BALANCE	\$ 11,122,466	\$ 20,883,341	\$ 20,883,341	\$ 23,567,529
REVENUES				
Property Tax	\$ 16,811,491	\$ 18,600,000	\$ 18,496,633	\$ 20,529,000
Sales Tax	20,449,321	18,508,500	22,501,641	25,679,075
Utility Tax	5,147,750	5,895,000	5,796,418	7,201,898
Business & Occupation Tax	6,122,062	6,300,000	6,083,139	6,192,040
Other Taxes	718,433	675,000	785,333	902,000
Intergovernmental Contracts	6,351,033	8,026,707	7,528,778	12,029,108
Shared Revenue and Grants	5,582,847	3,890,436	4,007,636	4,084,577
Service Fees-Internal	3,189,943	3,027,000	2,939,230	3,125,000
Service Fees-Rgst/PlnCh/Insp	2,599,855	1,531,500	4,173,635	2,302,000
Fines & Forfeits	87,198	83,000	71,040	60,000
Development/Permits Fees	2,986,331	2,140,000	3,412,330	3,295,077
Other Licenses & Permits	1,049,248	955,500	1,022,958	1,109,000
Transfers In/Interfund	2,664,034	4,316,221	3,849,609	6,929,348
Miscellaneous	659,377	269,000	1,631,750	2,758,562
Other Financing Sources	235,876	267,000	3,957	22,000
TOTAL RESOURCES	\$ 85,777,265	\$ 95,368,205	\$ 103,187,428	\$ 119,786,214
EXPENDITURES				
Salaries and Wages	\$ 31,307,494	\$ 39,000,242	\$ 38,734,703	\$ 50,231,865
Benefits	13,464,152	15,936,202	15,824,669	19,567,421
Supplies	1,770,079	2,158,943	1,943,300	2,648,235
Other Services & Charges	9,721,380	18,580,754	15,835,496	19,858,144
Intergovernmental	4,610,672	5,080,923	5,080,923	5,402,865
Capital Outlay	336,564	436,973	116,473	1,263,075
Debt Service	54,481	-	54,481	109,050
Interfund Transfers Out	3,629,102	2,260,410	2,029,854	2,162,560
TOTAL EXPENDITURES	\$ 64,893,924	\$ 83,454,447	\$ 79,619,899	\$ 101,243,215
Ending Fund Balance-appropriated	n/a	11,944,374	23,567,529	18,542,999
TOTAL APPROPRIATION	64,893,924	95,398,821	103,187,428	119,786,214
ENDING FUND BALANCE	\$ 20,883,341	\$ 11,944,374	\$ 23,567,529	\$ 18,542,999

EXPENDITURES BY DEPT	2021-2022 Actual	2023-2024 Adjusted Budget	2023-2024 Estimate	2025-2026 Proposed Budget
Fire & Emergency Services	\$ 16,960,187	\$ 20,141,010	\$ 19,703,126	\$ 25,485,873
Police	15,858,770	18,989,518	18,378,212	24,293,550
Parks & Recreation	7,778,634	11,287,598	10,696,459	12,218,007
Transportation & Engineering	5,166,400	7,628,319	7,149,775	10,627,952
Non-Departmental	7,036,107	7,082,855	7,124,832	6,653,977
Community Development	3,819,776	6,228,160	5,654,521	6,863,531
Finance	4,046,621	5,369,857	4,949,174	4,909,718
Executive	1,889,384	2,410,251	2,232,498	4,520,822
Administrative Services	1,258,233	2,266,144	1,907,169	1,860,156
City Attorney	818,660	1,277,107	1,144,106	1,972,044
Water Resources & Sustainability	-	438,701	372,971	1,442,856
Legislative	261,152	334,927	307,056	394,729
TOTAL DEPARTMENT EXPENDITURES	\$ 64,893,924	\$ 83,454,447	\$ 79,619,899	\$ 101,243,215

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: November 19, 2024
SUBJECT: Ordinance O2024-009 Amending TMC 3.28.040 imposing utility taxes on water, sewer and stormwater utilities

1) Recommended Action:

Adopt Ordinance O2024-009, amending Tumwater Municipal Code 3.28.040, as discussed at the October 22, November 4, and November 12, 2024, City Council meetings.

2) Background:

Staff have determined that, due to current economic factors, it is necessary to increase the utility tax on City-owned utilities (water, sewer, and stormwater). This proposal was discussed at the Public Works Committee on October 17, 2024, the Council Worksession budget workshop on October 22, 2024, the City Council meeting on November 4, 2024, and the City Council Worksession on November 12, 2024.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

- Do not adopt the ordinance.
 - Request staff make a different proposal.
-

5) Fiscal Notes:

This will provide approximately \$600,000 annually to the General Fund.

6) Attachments:

- A. Ordinance No. O2024-009

ORDINANCE NO. O2024-009

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Tumwater Municipal Code section 3.28.040 imposing utility taxes on water, sewer and stormwater utilities as more particularly described herein.

WHEREAS, the City of Tumwater is authorized to impose and regulate taxes on utilities; and

WHEREAS, the utility tax in the City of Tumwater has remained at the rate of six percent since 1991; and

WHEREAS, due to current economic factors, it is necessary to increase the utility tax on the water, sewer and stormwater utilities to support General Fund operations; and

WHEREAS, RCW 35.92.460 requires cities that operate their own water, sewer or stormwater utilities and impose a tax to disclose the tax rate to its utility customers; and

WHEREAS, the City Council of the City of Tumwater finds that adoption of the utility taxes established herein are beneficial to, and support the health, safety and welfare of, the residents of the City of Tumwater;

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

Section 1. Section 3.28.040, Imposed Amount, of the Tumwater Municipal Code is hereby amended to read as follows:

3.28.040 Imposed – Amount.

There is levied and there shall be collected from every person, firm or corporation engaged in the business activities hereinafter set forth, for the act or privilege of engaging in such activities within the city, a tax to be known as a “utility tax” in the amounts to be determined by the application of the rates herein stated against gross income, as follows:

Attachment A

A. Upon every person, firm or corporation engaged in or carrying on a telephone business, or a combined telephone and telegraph business, a tax equal to six percent of the total gross operating income, including income from intra-state toll derived from the operation of such businesses within the city. "Telephone business" does not include the providing of competitive telephone service, nor the providing of cable television service;

B. Upon every person, firm or corporation providing cable modem services, a tax equal to six percent of the total gross income derived from such services; provided, however, that in the event a city franchised cable company pays a franchise fee on income derived from cable modem services provided within the city, any such payments shall be credited against the tax imposed hereunder;

C. Upon every person, firm or corporation engaged in or carrying on a telegraph business, a tax equal to six percent of the total gross income from such business in the city;

D. Upon every person, firm or corporation engaged in or carrying on a business of sale, delivery or distribution of electricity and electrical energy, a tax equal to six percent of the total gross income derived from the sales of such electricity to ultimate users in the city; provided, that there shall not be any such tax levied upon installation charges for electrical units;

E. Upon every person, form or corporation engaged in or carrying on the business of sale, delivery, distribution or furnishing of natural gas for domestic, business or industrial consumption, a tax equal to six percent of the total gross income derived from such sales to ultimate users in the city; provided, that there shall not be any such tax levied upon installation charges for gas energy units;

F. Upon every person, firm or corporation engaged in or carrying on the business of solid waste collection, hauling and disposal, a tax equal to six percent of the total gross income from such business in the city;

G. Upon the sale, delivery, distribution or furnishing of water for domestic, business or industrial consumption, a tax equal to ~~six~~twelve percent of the total gross income from such sales; provided, that there shall not be a tax levied upon installation charges for individual consumer water service lines and meters;

H. Upon the furnishing of sanitary sewerage collection and disposal services for discharge by domestic, business or industrial customers, a tax equal to ~~six~~twelve percent of the total gross income from such business; provided, that there

Attachment A

shall not be any tax levied upon installation charges for individual customer sewer laterals and connections;

I. Upon the furnishing of storm drainage facilities for collection of stormwater discharge by domestic, business or industrial customers, a tax equal to ~~six~~twelve percent of the total gross income from such business in the city.

(Ord. O2002-018, Amended; 07/16/2002; Ord. 1362, Amended, 02/02/1993; Ord. 1291, Amended, 05/21/1991; Ord. 1120, Amended, 07/07/1987; Ord. 924, Amended, 12/15/1981; Ord. 838, Amended, 12/19/1978; Ord. 739, Amended, 05/04/1976; Ord. 696, Added, 12/21/1974)

Section 2. Disclosure. The finance director is directed to disclose the fee or tax established herein to the City’s utility customers in accordance with the requirements of RCW 35.92.460.

Section 3. 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 4. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

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.

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Section 6. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 20__.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council
 FROM: Don Carney, Capital Projects Manager
 DATE: November 19, 2024
 SUBJECT: Percival Creek Fish Barrier Removal Project, construction road closure

1) Recommended Action:

Authorize the closure of Sapp Road SW from Crosby Blvd SW to RW Johnson Rd SW with traffic detour for the duration of the project. The roadway will be open to local traffic only. This authorization for closure was recommended for consideration at the Public Works Committee November 7, 2024 meeting.

2) Background:

The Percival Creek Fish Barrier Removal project will replace an existing undersized culvert on Percival Creek with a new fish-passable culvert.

The project includes complex work on the roadway and in Percival Creek. Sapp Road is a narrow two-lane roadway with steep side slopes, therefore, options to divert traffic around the construction site are limited, and would negatively impact environmentally sensitive areas. Deep excavations, culvert installation, and full rebuild of the roadway over the new culvert, will require full use of the work zone by the contractor.

Providing a road closure for this project will enhance safety for the contractor, city staff, and traveling public. Full access of the construction site will increase the contractor's efficiency, leading to fewer project delays and reduced costs.

For road closures associated with capital projects, staff follow RCW 47.48.010 which requires authorization from the City Council. Due to the complexity of this project, staff requests authorization for a full road closure of Sapp Road to through traffic for the duration of the construction. A detour route will be fully designated and in place for the duration of the project. Local access to properties along Sapp Road will be maintained and coordinated throughout construction.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability
 • Remove obstructions to fish passages

4) Alternatives:

- Revise the project.
- Do not authorize staff to solicit bids.

5) Fiscal Notes:

Tumwater has secured \$2,100,000 from WSDOT's PROTECT funding program and

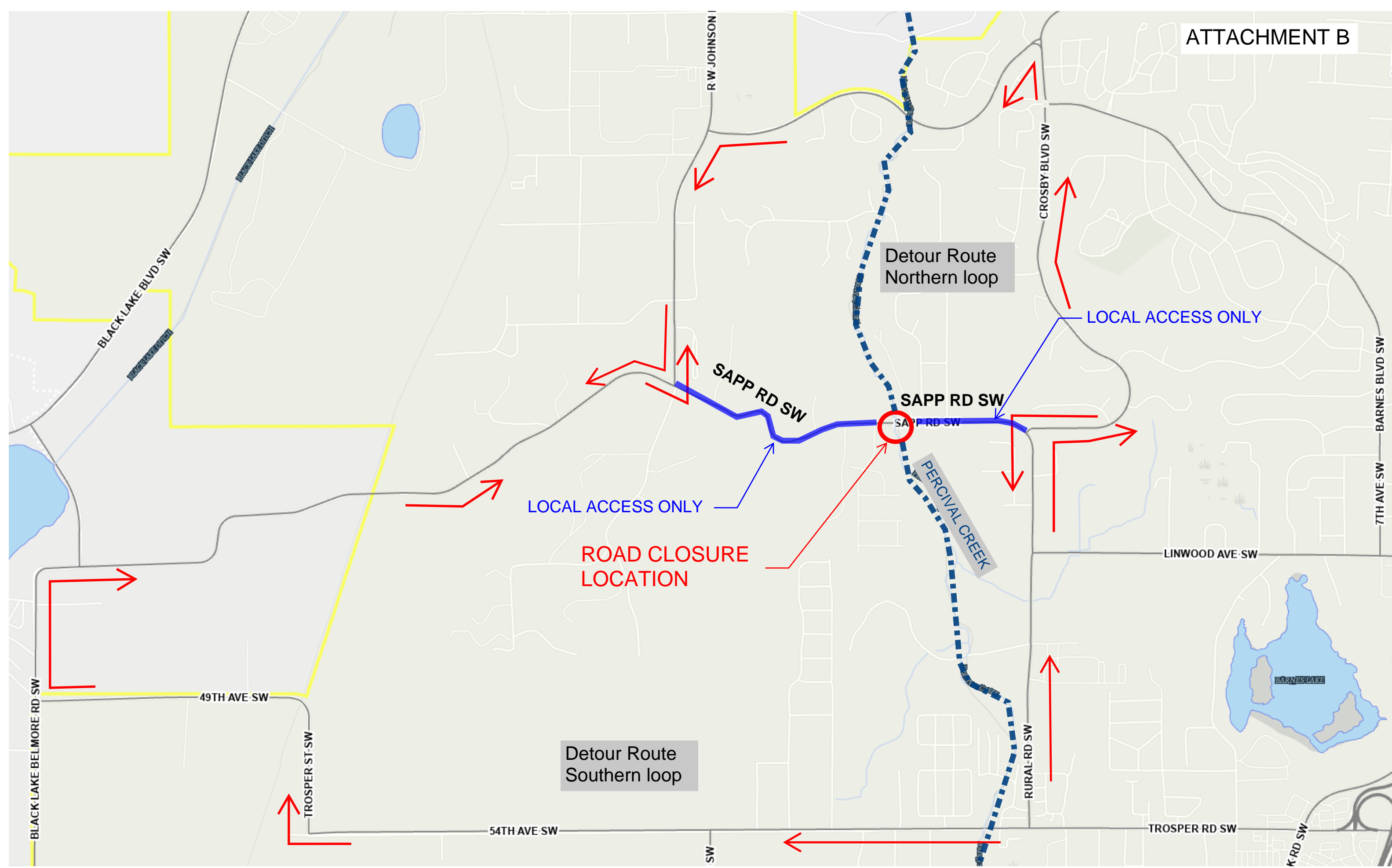
\$257,550 as an RCO grant. These grants are non-matching grants, however additional funds to complete the project will be City of Tumwater Storm Drain Funds.

6) Attachments:

- A. Road Closure
- B. Detour Plan



Project Location with Limits of Road Closure



Detour Route