



**CITY OF  
TUMWATER  
CITY COUNCIL  
MEETING AGENDA**

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

**Tuesday, April 16, 2024  
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
  - [a.](#) Proclamation: Child Abuse Prevention Month, April 2024
  - [b.](#) Proclamation: Arbor Day, April 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 Work Session, February 27, 2024
  - [b.](#) Approval of Minutes: City Council Work Session, March 11, 2024
  - [c.](#) Approval of Minutes: City Council, March 19, 2024
  - [d.](#) Approval of Minutes: City Council Work Session, March 26, 2024
  - [e.](#) Approval of Minutes: City Council Retreat, March 29, 2024
  - [f.](#) Approval of Minutes : City Council Joint Planning Commission Special Meeting & Tour, April 9, 2024
  - [g.](#) Payment of Vouchers (Finance Department)
  - [h.](#) Interlocal Agreement with Thurston County for Indigent Defense Legal Services Amendment No. 4 (Public Health & Safety Committee)
  - [i.](#) Service Provider Agreement with EXP for the Climate Element of the 2025 Comprehensive Plan Periodic Update (General Government Committee)
  - [j.](#) Service Provider Agreement with Fehr & Peers for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update (General Government Committee)
  - [k.](#) Memorandum of Understanding Between the City of Tumwater and LOTT Clean Water Alliance Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley Amendment 1 (Public Works Committee)
  - [l.](#) Reappointment of Tanya Nozawa and Jim Sedore to the Tree Board (Executive Department)

**7. Council Considerations:**

- a. Resolution No. R2024-009, Comprehensive Emergency Management Plan Update (Brian Hurley)
- b. Service Provider Agreement extension with the Thurston EDC for Thurston Strong Phase II (Mike Matlock)

**8. 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)

**9. Mayor/City Administrator's Report**

**10. Councilmember Reports**

**11. Executive Session:**

- a. Potential Litigation pursuant to RCW 42.30.110(1)(i)
- b. Real Estate Acquisition pursuant to RCW 42.30.110(1)(b)

**12. Any Other Business**

**13. Adjourn**

**Hybrid Meeting Information**

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

**Watch Online**

Go to <http://www.zoom.us/join> and enter the Webinar ID 859 1391 0757 and Passcode 184071.

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 859 1391 0757 and Passcode 184071.

**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\\_mgqq0GbhQ0quHL5D7tBwHA](https://us02web.zoom.us/webinar/register/WN_mgqq0GbhQ0quHL5D7tBwHA)

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](mailto: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.

**Accommodations**

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

# Proclamation

*WHEREAS*, the City of Tumwater recognizes our future rests in the hands of our most vulnerable and cherished assets- our children; and

*WHEREAS*, all children deserve to live in safe, stable, and nurturing environments which promote their healthy growth and development; and

*WHEREAS*, child abuse, neglect and other trauma are recognized as serious public health problems affecting both the current and future quality of life in our community; and

*WHEREAS*, it is the responsibility of our community to ensure parents, caregivers and other adults who influence the health and well-being of children have the support, knowledge and concrete resources necessary to ensure all children thrive to their greatest potential; and

*WHEREAS*, effective child abuse prevention strategies succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, health care providers, and the business community; and

*WHEREAS*, we, as City of Tumwater residents, continue our commitment to protecting all members of our community, and call upon all citizens to join together to increase public safety and prevent the further abuse and neglect of our children.

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

## April 2024

## Child Abuse Prevention Month

and urge all Tumwater citizens, communities, state agencies, faith groups, medical facilities, elected leaders, medical providers, educators, and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

Signed in the City of Tumwater, Washington, and recognized on this 16th day of April in the year, two thousand twenty-four.



  
Debbie Sullivan  
Mayor

# Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, provide habitat for wildlife, and are a source of joy and spiritual renewal; and

WHEREAS, trees are a renewable resource providing paper, wood to build our homes, fuel for our fires, and countless other valuable and necessary products; and

WHEREAS, trees increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, since 1995, the City of Tumwater has been recognized by the National Arbor Day Foundation as a Tree City USA; and

WHEREAS, the City has begun implementation of the *Urban Forestry Management Plan*, which guides the growth, protection, and maintenance of the City's community and urban forest and to encourage "the right tree in the right place"; and

WHEREAS, the City of Tumwater will celebrate Arbor Day with a free event on Saturday, April 20, 2024, from 10:00 a.m. to 12:00 p.m. at Tumwater Historical Park. At this event, residents can take home Arbor Day memorabilia, free potted native plants for the first one hundred people, and have the opportunity to ask a professional forester, landscape architect, or horticulturalists about the proper planting of and care for plants.

NOW THEREFORE, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim April 20, 2024, as

## Arbor Day

FURTHER, I encourage all people in the City of Tumwater to participate in our Arbor Day and Earth Day celebrations and support efforts to protect our trees and woodlands.

Signed in the City of Tumwater, Washington, and recognized on this 16th day of April in the year, two thousand twenty-four.



  
Debbie Sullivan  
Mayor



**TUMWATER CITY COUNCIL WORK SESSION**  
**MINUTES OF VIRTUAL MEETING**  
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**CONVENE:** 6:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Police Chief Jon Weiks, Transportation and Engineering Director Brandon Hicks, Parks and Recreation Director Chuck Denney, Water Resources and Sustainability Director Dan Smith, Assistant Transportation and Engineering Director Mary Heather Ames, Assistant Fire Chief Shawn Crimmins, Communications Manager Ann Cook, Planning Manager Brad Medrud, Transportation Operations Manager Marc LaVack, Capital Projects Manager Don Carney, Engineering Services Manager Bill Lindauer, Utilities Operations Manager Steven Craig, and Land Use and Housing Planner Erika Smith-Erickson.

**RESOLUTION NO.**  
**R2024-001,**  
**HAZARDS**  
**MITIGATION PLAN**  
**FOR THE**  
**THURSTON**  
**REGION FOURTH**  
**EDITION:**

Planner Smith-Erickson briefed the Council on the proposal to approve Tumwater's Annex to the *Hazards Mitigation Plan for the Thurston Region*.

To receive federal mitigation funding and assistance for a natural disaster, the City is required to develop and adopt a Hazards Mitigation Plan to reduce impacts to people, property, and the economy. The 2017 Plan was developed through a multi-jurisdictional process to identify mitigation strategies to reduce the risks of the most destructive hazards threatening the region. The Plan is updated every five years and approved by the Federal Emergency Management Agency (FEMA) to enable the region to maintain eligibility for federal mitigation grant programs. The City's Annex identifies initiatives the City would undertake to address hazards present in the City.

Hazards addressed in the Tumwater Annex include:

- Wildfire
- Flood
- Earthquake
- Severe Weather
- Landslide
- Lahar/Volcanic Ash

Planner Smith-Erickson reviewed the components of a mitigation initiative:

- Identification of hazard
- Background and need
- Lead Department
- Cost and Time
- Funding source

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- Source (how/where initiative was identified)
- Status

Staff reviewed initiatives from the last update and some example plans to identify initiatives. The City Annex identifies potential City-specific projects designed to mitigate the impacts of the hazards that could occur in the future. Projects are developed based on input from City departments.

Planner Smith-Erickson reviewed the structure of the Plan comprised of 144 pages in 12 sections. The Annex development process is a component of the Hazard Mitigation Planning Team, work group, meetings, stakeholders, and public outreach. A new requirement is tracking and monitoring progress of the Plan. The Plan's risk assessment is an evaluation of each jurisdiction's hazards. The City of Tumwater is mapped with five natural hazards with each risk assessment identifying areas of impact, extent, previous incidents, probability of occurrence, changes in development, effects of climate change, vulnerability, and a risk rating. Jurisdictions are required to identify one mitigation action for each mapped hazard.

A Community Capability Assessment is a new requirement. The assessment is a jurisdiction's unique set of capabilities and tools that could be leveraged to support hazard mitigation and increase resilience. For Tumwater, some tools include the Capital Facilities Plan, Comprehensive Plan, and Land Use Codes, etc.

The Annex also includes Tumwater's National Flood Insurance Program Assessment.

The Annex and Regional Plan will be the basis for the climate resiliency sub-element in the 2025 Comprehensive Plan Update.

Planner Smith-Erickson reviewed details of the update process and tasks. The Annex with the Core Plan was submitted to the Washington Emergency Management Department on November 27, 2023, which was forwarded to FEMA. On February 8, 2024, FEMA notified Thurston Regional Planning Council that the agency would be issuing an approved adoption letter. On February 15, 2024, FEMA approved the Thurston County Multi-jurisdictional Hazard Mitigation Plan. Following the Council's consideration and adoption of the proposed resolution, a copy of the resolution will be forwarded to FEMA for issuance of an approval letter.

Planner Smith-Erickson requested the Council's approval to place Resolution No. R2024-001 on the City Council consideration calendar on March 5, 2024 for adoption of the Hazards Mitigation Plan for the Thurston Region Fourth Edition.

Mayor Sullivan asked whether the Plan would be the subject of review

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during the upcoming Thurston County Emergency Management Executive Council meeting. Manager Medrud advised of a separate process through coordination with the Tumwater Fire Department. The Hazard Mitigation Plan represents a planning document to ensure the City's eligibility to receive disaster funding.

There were no objections to forward the proposal to a regular Council meeting.

**OPERATIONS AND  
 MAINTENANCE  
 FACILITY UPDATE:**

Director Hicks provided an update on the status of the new Operations and Maintenance Facility.

The current facility was opened in 1988. Since then, the population has tripled and the City's service area has increased by 250%. Subsequently, the City added infrastructure and staffing. The location of the current facility is planned for future parks and open space in the Tumwater Civic Center Plan.

Efforts to date on the new facility include purchase of the property for the new facility in 2014. Since then, staff continues planning development of the new site. In 2016, a master plan was developed for the facility to include verification of the site selection, staff and operational needs, basic building footprint, cost estimates, and public engagement. In 2018, the public was engaged prior to demolishing existing buildings on the site. At that time, most of the feedback was either positive or neutral. Some neighbors conveyed concerns about traffic generated by the new facility, potential impacts to the intersection of 79<sup>th</sup> Avenue and Old Highway 99, noise concerns to abutting properties, and aesthetics of the facilities. In response to the concerns and for budgetary considerations, staffing to be moved to the site has been reduced by 40% and a park was added to the plan.

In 2020, the City developed a Habitat Conservation Plan (HCP) specific for the site and submitted the plan to the U.S. Fish and Wildlife Service for approval. In 2021, the City received \$150,000 for construction of public meeting space from the State Legislature. Staffing was reduced in 2021 by another 11% equating to less than half of the original staff anticipated to occupy the site. The Old Highway 99 and 79<sup>th</sup> Avenue roundabout was added to address traffic concerns. In 2022, staff convened a community meeting and initiated preliminary design for the facility, the roundabout, and planning for the park.

Costs to date include property acquisition of \$807,000 in 2014, \$259,000 for completion of initial planning work, demolition costs of just less than \$500,000, acquisition of Mazama pocket gopher mitigation credits to offset impacts caused by the new facility of approximately \$600,000, and contracting with a consultant to design the facility for approximately \$2.5 million representing a total cost to date of \$4.6 million with estimated remaining costs of \$3 million for the roundabout and \$30-\$35 million for

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construction and completion of the facility.

Director Hicks summarized the implications of not constructing the new Operations and Maintenance Facility at the Trails End site and some improvements required to the existing site to increase capacity for staff and operational needs.

Director Hicks shared the site plan developed during the planning stage prior to executing an agreement for design. All buildings are located on the west side of Trails End Drive leaving most of the property on the east side as the park. Staff parking is also included on the east side of Trails End Drive. Several of the buildings have been decreased in size to help reduce costs. Decreasing the building sizes provided an opportunity to locate the primary staff parking space on the west side of Trails End Drive. To accommodate future needs, the building can be expanded eliminating the parking area with staff parking along the street or within the separate parking area.

Since execution of the design phase, an aerial illustration of the facilities was created based on the proposed design that is consistent with the site plan established during the planning phase. The north property line includes enhanced buffer and noise screening because of the close proximity to residential properties. The site has been configured to reduce vehicle backing to the maximum extent possible. The site would include 25 vehicle-charging stations with infrastructure capable to expand charging stations in the future. The buildings would be designed to exceed the current energy code resulting in an all-electric facility with enclosed areas utilizing energy-efficient heat pumps and installation of 20 kilowatt of solar panels. An 800-square foot meeting space is included in the main administration building (partially funded by the Legislature). The entire site is designed to accommodate 30 years of projected growth.

Director Hicks reviewed the layout of the seven buildings comprised of the Administration Building, Fleet Building (housing staff, equipment, and supplies), Enclosed Shops Building, Enclosed Vehicle Storage Building, Fuel and Wash Station Building, Covered Material Storage Building, and Covered Vehicle Storage Building (programmed as an add alternate).

Director Hicks reviewed the project schedule. The Operations and Maintenance Facility is approaching design completion with a full bid package anticipated by spring 2024. The HCP is under review by the U.S. Fish and Wildlife Service with a projected incidental take permit issued by early summer. No bids will be released until the City receives the Incidental Take Permit. Between design completion and receiving the Incidental Take Permit, the Council will be asked to authorize the solicitation of bids. If approved and a contract is awarded, staff anticipates construction between 2024 and 2025 and possibly into 2026 dependent upon the start date. The park and roundabout projects are on similar tracks with some delay because

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of right-of-way acquisition and park planning. Staff anticipates construction of the park and roundabout will be ongoing as construction of the facilities are nearing completion.

Director Hicks invited questions.

Councilmember Swarthout inquired about the status of relocating Parks and Facilities staff. Director Hicks advised that the original plan when the site was acquired included moving Parks and Facilities and Public Works to the new site. However, to reduce costs and reduce staffing initially occupying the Trails End site, Parks and Facilities functions were removed from the plan. Alternatively, when Public Works Operations moves to the new site, a small remodel is planned of the existing building to accommodate Parks and Facilities. Additionally, Transportation and Engineering staff will remain at City Hall although the original plan had included space to accommodate those functions.

Councilmember Jefferson asked about the logic of reducing the size of one of the buildings that could be expanded in the future. Director Hicks said the cost savings is based on square footage. Reducing building sizes and some of the parking lot will save a significant amount of money. The buildings are sized for 30 years of growth when expanded and staff does not anticipate the need for expansion of the buildings or moving the parking lot for the next 15 to 20 years.

Councilmember Cathey cited the original cost of the new facility at an estimated cost of \$40-\$50 million. She questioned how staff envisions remaining within the budget restraints while remodeling existing facilities for other departments. Director Hicks advised that the cost estimate of \$30 to \$35 million is only for the new facilities and does not include any remodeling costs of existing structures. The original estimate was based on costing many years ago and since then costs in the construction industry have increased substantially and continue to increase. At one time, the project was estimated to cost approximately \$24 million; however, as time has passed, costs continue to increase. As the buildings and plans have been continually decreased to save costs and reduce impacts to the neighborhood, construction costs have increased offsetting much of the savings. The project cost does not include any Parks and Facilities remodel, which is included in the Capital Facilities Plan for approximately \$1.5 million to renovate the existing operations facility. It is likely the \$1.5 million for converting the existing Operations Facility to a Parks and Facilities Facility is closer to \$2 million given construction cost trends.

Councilmember Cathey asked whether the park is factored into the project cost. Director Hicks advised that the park frontage and offsite mitigation costs are included, as well as the land; however, no park improvements are included in the project cost.

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Councilmember Cathey commented on concerns by the surrounding residents of increased traffic within local neighborhoods caused by City staff. She asked about the location of egress and ingress for staff working at the new facility. Director Hicks responded that staff would be directed to utilize 79<sup>th</sup> Avenue as the primary route to the new site when driving City vehicles. City vehicles driving north on Trails End Drive would only be allowed if completing work within the neighborhood. Most of the traffic from the site would access the new site from 79<sup>th</sup> Avenue. Some traffic calming may be possible along 79<sup>th</sup> Avenue to address concerns by residents.

Councilmember Cathey asked about the timing for the completion of the park. Director Denney replied that the master plan for the park was completed through an extensive process with surrounding neighborhoods. Some minor changes to the design continue in terms of stormwater infrastructure requiring some reconfiguration of a storm pond and slopes. The design of the basic park has been completed. The next step is completing engineered construction drawings to move to the next phase of construction. The Council will receive a briefing on the design and a request for approval to release a bid. It is likely construction would not begin until 2025 in coordination with the facility project. He noted that Parks, Recreation, and Facilities staff and equipment would move to the old Public Works Operations building to increase capacity in City Hall. A component of that project includes improvements for evidence storage area for the Police Department.

Councilmember Althausen asked whether it is necessary for the City to delay any construction until the City receives approval of the Citywide HCP by the U.S. Fish and Wildlife Services. Director Hicks advised that staff developed a project specific HCP and submitted it to the U.S. Fish and Wildlife Service. Staff was advised that the project specific HCP would be the last one accepted for City projects. Staff is waiting for completion of the City-wide HCP for future projects. Staff submitted the HCP some time ago. The timing of construction is based on the issuance of the Incidental Take Permit.

Councilmember Althausen inquired about the intended outcome of the current facility housing Parks and Facilities staff at the corner of Capitol Boulevard and Israel Road. Director Denney said the plan is moving staff and equipment from the existing building. The building was constructed in the 1970s creating safety issues that would need to be addressed to repurpose the building. Ideas previously discussed included cottage industries or a farmer's market space. However, no solutions on the status of the building have been determined. The building sits on valuable property.

Councilmember Dahlhoff noted that during a previous review of the project by the Council, a number of concerns were conveyed by residents. It appears staff has mitigated some of those concerns; however, she asked



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whether staff has tracked responses from the neighborhood in response to the outreach and update of the project and whether staff is continuing to engage with the residents who have voiced concerns to advise them of the updated plan. Director Hicks responded that most of the residents who voiced concerns have continued to reach out to staff. Staff continues to provide them with information. He offered to follow-up with the communications team to obtain information on current communications with the neighborhood. A majority of the issues have been addressed in some form or another when possible. Councilmember Dahlhoff emphasized the importance of continued contact with residents, as one recent comment was indicative that the park was no longer planned.

**FORESTLAND  
 RESPONSE  
 AGREEMENT  
 AMENDMENT NO. 1  
 WITH THE  
 DEPARTMENT OF  
 NATURAL  
 RESOURCES:**

Assistant Fire Chief Crimmins reported in 2019, the City and the Department of Natural Resources (DNR) executed an agreement for forest and wildland fire response within the City. The agreement enabled the provision of mutual assistance and cooperation for the control and suppression of urban wildfires experienced over the last several years. The agreement enables the City to assist with firefighting on DNR protected lands within the City and for DNR to assist with any wildfires occurring in the City. The current agreement expires on March 19, 2024. A new agreement is currently in progress but likely would not be completed until 2025. The amendment extends the existing agreement to December 31, 2025 to enable time for development of the new agreement. The request is for placement of the request on the Council's consent calendar at the March 5, 2024 Council meeting to authorize the Mayor to sign the Forestland Response Agreement Amendment No. 1 with the Washington State Department of Natural Resources.

The Council agreed to place the proposed action on the consent calendar.

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

City Administrator Parks reported staff is completing a summary of public comments received on the proposed parks ordinance amendments. Staff is drafting alternative language for the Council's consideration. The intent is to present the proposal at a work session in March for future consideration by the Council during a regular meeting in March or April.

The Mayor received a letter from Family Education and Support Services Executive Director conveying appreciation and gratitude for the swift and efficient response from the Tumwater Police Department to a potential dangerous situation.

Mayor Sullivan thanked Councilmembers for attending the recent retreat.

Mayor Sullivan advised that she and several other Councilmembers are planning to attend the Emergency Management Executive Council meeting.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the**

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**meeting at 6:59 p.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)

**TUMWATER CITY COUNCIL WORK SESSION**  
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**CONVENE:** 6:01 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, and Kelly Von Holtz.

Excused: Councilmembers Leatta Dahlhoff, Angela Jefferson, and Eileen Swarthout.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Police Chief Jon Weeks, Fire Chief Brian Hurley, Transportation and Engineering Director Brandon Hicks, Parks and Recreation Director Chuck Denney, Water Resources and Sustainability Director Dan Smith, Communications Manager Ann Cook, Planning Manager Brad Medrud, and Land Use and Housing Planner Erika Smith-Erickson.

**DAVIS MEEKER  
OAK:**

Director Matlock reported the Davis Meeker oak is a Garry oak species believed to be approximately 400 years old. The tree is historically significant to the City of Tumwater. Early settlers used the tree as a landmark, which is located on the branch of the Oregon Trail, the Cowlitz Trail. The tree was placed on the Tumwater Register of Historic Places on November 16, 1995. Previously, Thurston County Commissioners installed a marker near the tree on Arbor Day in 1999 naming the tree the Davis Meeker Oak.

Staff received many public comments concerning the tree with many understandably concerned about the health of the tree and future prospects of the tree. Director Matlock shared a picture of a tree branch that fell from the tree in June 2023. The branch is approximately 18 inches in diameter falling from one of the main stems of the tree located approximately 50 feet from the ground.

Director Matlock introduced Kevin McFarland, the City's Urban Forester and Tree Protection Professional. An area of the tree has rotted and is no longer providing structural support for the tree. Because of the recent damage, Transportation and Engineering staff commissioned Mr. McFarland to complete an assessment of the tree. Mr. McFarland completed a Level 3 assessment (detailed assessment) as well as hiring a climbing arborist to examine the tree and another company to complete a sonic tomography of the tree. A sonic tomography provides information on the inside of the tree to assess any rot conditions within the interior of the main stem of the tree. The test identified significant rot in the main stem and scaffold branches of the tree. The assessment indicated future failures of the tree would be likely.

Director Matlock shared a photograph of a cross section of the tree. He pointed out the area of the tree that has rotted. While the tree appears healthy from an outward appearance, structurally, the tree is deficient. Another slide depicted the area the tomography reflected as rotten and no longer providing sufficient structural support to the tree. The report considered an option of

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retrenchment pruning or a tree topping with the intent of removing branches from within a specific diameter of the tree. The pruning would be significant with the goal to remove weight from the tree and reduce its wind load. The option is considered a radical pruning but it would be an option to save the tree. The pruning would significantly alter the appearance of the tree. Some of the higher branches on the tree are 18+ inches in diameter and are equivalent to many small trees. When trimming the ends of the scaffolding branches, the new cuts would be exposed to weather and could introduce new avenues for potential rot in the tree. The option would involve a new retrenchment pruning every five years requiring the establishment of a budget in addition to scheduling a new tomography each year to ensure rot has not progressed to a point where removal would be necessary.

Mr. McFarland is recommending the removal of the tree. The tree is located adjacent to an airplane hangar along Old Highway 99 that supports 29,000 daily vehicle trips. As part of the assessment, the tree assessment was forwarded to the Washington Cities Insurance Authority (WCIA), the City's insurance carrier, to receive a recommendation on how to address the tree from a risk perspective. Following a review of the information, WCIA recommended removal of the tree rather than retrenchment pruning.

In terms of next steps and because the tree is listed on the Tumwater Register of Historic Places, the City's tree code allows for removal under hazard tree provisions. The City's process would include Mr. McFarland completing an assessment of the tree to determine whether the tree is hazardous. If determined hazardous, the City would issue a tree permit removal waiver to enable the removal of the tree. However, because the tree is listed on the historic register, the department is unable to issue a tree removal permit for the tree until the tree is removed from the register.

On March 21, 2024, the Historic Preservation Commission has scheduled a public hearing to consider delisting the Meeker Davis oak tree. The Commission will forward a recommendation to the City Council. Following a recommendation by the Commission, the Council would consider the Commission's recommendation at its April 2, 2024 meeting. If the Council agrees to delist the tree, the department would issue a tree removal permit.

If the tree is recommended for removal, the Tree Board and the Historic Preservation Commission would collaborate to consider ways to commemorate the historical significance of the tree and potential ways to reuse some of the wood. With respect to the importance of the historical tree, staff collected and planted acorns from the tree, which has produced many seedlings. Some of the seedlings would be planted at the new park at Trails End.

Director Matlock introduced Kevin McFarland and invited questions from the Council.

Councilmember Althaus asked about the possibility of the Historic Preservation Commission retaining the tree on the registry of historic places.

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It appears the major issue is the lack of strength within the tree, which does not provide adequate support for tree branches. He is aware that some trees on the Capitol Campus that have been treated using metal supports or rods to provide support to a tree's branch system.

Director Matlock said many comments were received from concerned residents. The common theme was that the proposed action to remove the tree was due to a proposal to expand the highway with some comments blaming the proposed action on the Port of Olympia to expand the airport. Neither of those situations are involved in the reason for the tree's removal. Although there are plans to expand the highway in the future, there are no plans to remove the tree to complete the project. The issue surrounds the health of the tree and risks to the public should a branch(s) fall from the tree.

Mr. McFarland acknowledged that some trees on the Capitol Campus have been supported using different support systems; however, the size of such a treatment for the oak tree and its location would preclude that option. The tree has two major co-dominant stems with one leaning towards the state hanger and the second leaning over Old Highway 99. He does not believe it would be possible to install a support system that would benefit or help support the two co-dominant stems considering the extent of the decay column of the stem protruding over Old Highway 99.

Director Matlock added that any recommendation rendered by the Historic Preservation Commission would be forwarded to the City Council for its action. The practical effect of not delisting the tree would result in the City not issuing a removal permit with staff exploring retrenchment/pruning options for the tree.

Councilmember Cathey cited the age of the tree, as it speaks to a preference to pursue a least evasive action rather than removal. She prefers beginning at preservation and moving to the least desired action rather than beginning with the removal of the tree. She referred to large trees removed in her neighborhood. The trees were examined by foresters after removal who indicated the trees could have been treated rather than removed.

Councilmember Agabi asked about the cause for decay within the tree. Mr. McFarland said based on his assessment, the tree suffers from *nonotus dryadeus*, a common wood decay fungus affecting hardwood tree species. Councilmember Agabi questioned the progression of the fungi stages. Mr. McFarland said he reviewed the extent of the current level of decay within the tree but did not forecast any progression of the decay. However, after conferring with another arborist with Tree Solutions, the arborist indicated that if the tree were to be retained and mitigation measures pursued, the tree should be monitored and re-assessed each year to determine the progression of decay particularly to the lower portion of the trunk.

Councilmember Von Holtz said her comments echo Councilmember Cathey's concerns. The tree is beloved within the community and based on feedback she has received, there is much community interest. She has similar concerns

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**MINUTES OF VIRTUAL MEETING**  
**Monday, March 11, 2024 Page 4**

and prefers to pursue options to save the tree. She asked whether the issue has been previously addressed by the Council.

City Administrator Parks said the proposal is the first presentation to the Council; however, the issue surrounding the health of the tree has been a source of some informal conversations since last June by both the Tree Board and the Historic Preservation Commission. The decision would not be an easy. Staff has explored all sources of information to include information on the potential likelihood of future failures and potential severity of impacts if the tree should fail. Because of the tree's location and its health, the tree poses a high risk, which speaks to staff initiating the first discussion given the concerns raised by the City's insurance carrier. She asked Mr. McFarland to address why the recommendation speaks to removal versus treating the tree.

Mr. McFarland said he considered retrenchment options prior to speaking to representative from Tree Solutions, which completed the sonic tomography of the tree. He is familiar with the retrenchment method, as the process has been applied to many trees within the South Sound area. The method has been proven effective for smaller trees. Any retrenchment method for the Davis Meeker oak would not alleviate enough weight on the remaining scaffolding branches. To maintain the tree's health, it is important to ensure the tree has sufficient canopy area to survive. A fine line exists because the amount of crown reduction would be a minimum of 15 feet, which would result in excessive weight on the tree from the scaffold branches over the highway and near the adjacent hanger. He believes retrenchment would result in too much weight on the tree and could result in future loss of a large section of a co-dominant stem or a large scaffold branch. He does not believe retrenchment is a reasonable way to mitigate risk caused by the tree.

Councilmember Cathey asked whether the recent loss of a main branch was the first occurrence. Mr. McFarland responded that there are other indications on the tree that other scaffold branches have failed over the last 20 to 30 years. Councilmember Cathey reaffirmed her preference to treat the tree rather than removing the tree. She asked about the possibility of treating the tree with medicine or other ways to treat the tree, as she prefers preservation steps of retrenchment and pruning actions. Mr. McFarland advised that no medicine is available to treat the fungi infection; however, retrenchment could include some cultural measures to improve the tree's health to regain some of its lost canopy. It is possible to supplement the tree with fertilizers and placing wood chips around the base of the tree to help improve its condition.

Councilmember Cathey said although the health of the tree has been a subject of some discussions by the City's advisory bodies, the presentation to the Council is the first instance the Council has learned about the seriousness of the issue. As the Council is responsible for rendering a decision, the Council should have been included in those earlier conversations to afford time to consider options and review the issue with the community.



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Councilmember Althausen asked whether the tree is located within City right-of-way. Director Matlock affirmed the tree is located in right-of-way.

Councilmember Althausen mentioned that the report speaks to a high risk of future failure by the tree. Should the Council determine retrenchment is the preferred option, he asked whether the risk of future failure would still exist. Mr. McFarland affirmed the statement based on his determination of the situation.

Councilmember Althausen asked whether the City would be subject to legal exposure if the City is aware of the risk associated with the tree. Director Matlock responded that the City has both the legal exposure and increased liability exposure because the City was aware of the problem with the tree.

Director Matlock, in response to the questions about the next steps, explained that the Historic Preservation Commission scheduled a public hearing to receive public testimony on whether the City should remove the tree from the register. The Commission will then forward a recommendation to the City Council. The Council can either remove the tree or retain the tree on the register. The Council's decisions sets the course for future action involving the tree. Should the Council elect to retain on the list, staff would explore options to support the tree's health. If the Council elects to remove the tree from the list, staff would process a tree removal permit and remove the tree.

City Administrator Parks emphasized that the delay in bringing the information forward about the tree was due to the necessary diligence by staff and the City's tree professional to thoroughly review and research all alternatives for the tree knowing that the 400-year old tree plays a significant role in the City's history as well as beloved and appreciated by many in the community. The Historic Preservation Commission will receive a briefing from staff as well as having all the information that was provided to the Council before it renders a recommendation following its public hearing. It was important to ensure the Council received as much information as possible on the different issues and perspectives that should be considered. She reiterated that the proposal is not connected to road maintenance, expansion of the airport, or the conceptual alignment plans and right-of-way for the future Old Highway 99 corridor improvement project. The issue was prompted because of the health of the tree and liability concerns surrounding the possibility of the tree failing.

**ORDINANCE NO.**  
**O2023-017, TMC**  
**18.38 FP**  
**FLOODPLAIN**  
**OVERLAY:**

Planner Smith-Erickson reported that approximately 300 towns, cities, counties, and tribes in the state participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). Continued enforcement of the City's floodplain management regulations (TMC 18.38 FP Floodplain Overlay) enables FEMA to make federally backed flood insurance available to property owners within the City. As a condition of participation in the NFIP, communities are required to adopt and enforce flood hazard reduction regulations that meet the minimum requirements of the NFIP.

**TUMWATER CITY COUNCIL WORK SESSION**  
**MINUTES OF VIRTUAL MEETING**  
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In May 2023, City staff completed a FEMA floodplain community assistance visit (CAV) with State Department of Ecology staff to review the City's participation in the National Flood Insurance Program. The CAV determined that TMC 18.38 FP Floodplain Overlay should be updated to reflect FEMA current standards.

On November 8, 2023, FEMA notified the City of the final flood determinations for Thurston County and its incorporated areas. The FEMA flood hazard determinations for the City are considered final. The Flood Insurance Study (FIS) report and Flood Insurance Rate Maps (FIRM) covering the City become effective May 8, 2024.

Prior to the May 8, 2024 effective date, the City is required to amend floodplain regulations for consistency with the Model Ordinance for Floodplain Management under the NFIP, the Endangered Species Act, and to maintain its eligibility in the NFIP.

The staff report includes summaries of the 15 proposed amendments, code sections to amend or add, and proposed amendment language.

Planner Smith-Erickson reviewed the 15 proposed amendments:

1. TMC 18.38.017 – Definitions: Clarify and add definitions as needed for enhanced interpretation of floodplain regulations. Eight new definitions address:
  - 1) Alteration of watercourse
  - 2) Area of special flood hazard
  - 3) Flood elevation study (FES)
  - 4) Floodplain administrator
  - 5) Flood proofing
  - 6) Highest adjacent grade
  - 7) Mean sea level
  - 8) Structure
2. 18.38.090 – Special Flood Hazard Areas: Updates language to reflect current versions of the FIS and FIRMs that are effective May 8, 2024. For consistency with the definitions section, Base Flood Elevation (BFE) was added.
3. TMC 18.38.100 – Flood Hazard Data: For consistency with the definitions section, FIRM is added as an acronym. Added reference to TMC 18.38.090 for BFE and Floodway areas when data has not been provided or is not available in the Flood Insurance Study and Flood Insurance Rate Maps.
4. TMC 18.38.130 – Floodplain Development Permit Required: Revised the section name for clarity. Eliminated passive language. Includes language that a permit is required in special flood hazard areas (SFHAs) as defined in TMC 18.39.090.

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5. TMC 18.38.140 – Floodplain Development Permit Application: Updates acronyms for consistency with the definitions section. Adds five subsections addressing additional elements required for applications.
6. TMC 18.38.180 – Records
  - Included code requirements for regulating development and collection of records
  - Updates acronyms
  - Clarifies information required to be obtained for recorded
  - Removes passive language
  - Provides a process for floodplain administrator to ensure proposed construction will be safe from flooding when elevation data is not available
  - Added a list of information the floodplain administrator shall obtain and make available to the public
7. TMC 18.38.210 – Development and Subdivisions: Clarified that short subdivisions, short plats, and binding site plans are subject to TMC 18.38.210. Updated acronyms. Subdivisions or developments with over 50 lots or 5 acres must provide base flood elevation data with the application.
8. TMC 18.38.184 – Flood Protection Standards:
  - In areas where the BFE data has been determined or obtained (A zones), all new development must be elevated at least one-foot above BFE
  - Materials used shall be resistant to flood damage
  - Construction methods that minimize flood damage
  - All structures, including manufactured homes and substantial improvements, shall be anchored properly
  - New construction and substantial improvement of any residential structure in an Unnumbered A zone and BFE is not available shall be raised two feet above highest adjacent grade
  - An attached garage constructed with the floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters
9. TMC 18.38.270 – Nonresidential Construction:
  - Reformatted the section
  - Created clear standards for non-residential development
  - In AE and A1-30 zones or other A zoned areas: New construction and substantial improvement of any commercial, industrial, or other nonresidential structure shall have the lowest floor, including basement, elevated one foot or more above the BFE
10. TMC 18.38.280 – Manufactured Homes:
  - Added clarifying requirements for anchoring of manufactured homes that minimize flood damage

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- States other anchoring requirements throughout TMC 18.38 are applicable
11. New Section: TMC 18.38.285 – Detached Accessory Structures:
    - Adds standards to allow for structures to be built below the BFE for used solely for parking of vehicles or limited storage
    - Different flood zones have different requirements for detached structure such as size, elevation, materials, item stored, and anchoring
  12. New Section: TMC 18.38.325 – Storage of Materials and Equipment
    - The storage or processing of materials that could be injurious to human, animal, or plant life if released due to damage from flooding is prohibited in special flood hazard areas
    - Storage of other material or equipment may be allowed if not subject to damage by floods and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning
  13. TMC 18.38.360 – Floodway Standards:
    - Encroachments, including fill, new construction, substantial improvements, and other development is prohibited unless a certification by a registered professional engineer demonstrating development would not result in any increase in flood levels during the occurrence of the base flood discharge
    - Clarifies that repairs, reconstruction, or improvements to a residential structure which do not increase the ground floor area may be allowed subject to outlined requirements
    - TMC 18.38.360(A)(1) is satisfied, or construction is allowed pursuant to TMC 18.38.360(A)(2), all new construction and substantial improvements in the floodway shall comply with all applicable flood hazard reduction provisions of TMC 18.38
  14. New section: TMC 18.38.450- Penalties for Noncompliance:
    - Ties into the civil and criminal enforcement processes in TMC Title 1. After a further review of state and federal standards, staff revised the language and removed references to jail penalty and fines as proposed in the model ordinance.

A 60-day Notice of Intent for Ordinance No. O2023-017 was sent to the State Department of Commerce on December 14, 2023. No comments were received. A SEPA Checklist for Ordinance No. O2023-017 was completed on December 13, 2023, and a Determination of Nonsignificance was issued on December 29, 2023. The process was completed with no comments received. FEMA is required to publish two notices in the newspaper of record for the communities affected by the map change. No appeals were submitted during the 90-day appeal period.

Draft FEMA maps are available online as well as the Thurston County Lakes Flood Map update and the Preliminary Hazard Map Update comparison.

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Staff requests the Council schedule the proposed ordinance for the Council's consideration at its March 19, 2024 meeting.

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

There were no reports.

**ADJOURNMENT:**      **With there being no further business, Mayor Sullivan adjourned the meeting at 6:56 p.m.**

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

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
MARCH 19, 2024 Page 1**

**CONVENE:** 7:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Transportation and Engineering Director Brandon Hicks, Fire Chief Brian Hurley, Planning Manager Brad Medrud, Land Use and Housing Planner Erika Smith-Erickson, and City Clerk Melody Valiant.

**SPECIAL ITEMS:**

**LOTT STATE OF THE UTILITY:** Matt Kennelly, Executive Director, LOTT Clean Water Alliance, provided an update on the status of LOTT Clean Water Alliance.

LOTT stands for Lacey, Olympia, Tumwater, and Thurston County. In 1976, the four governments worked to regionalize wastewater treatment. The Board of Directors are comprised of an elected official from each partner jurisdiction. Councilmember Dahlhoff serves as the Vice President and represents the City of Tumwater.

The mission of LOTT is to preserve and protect public health and the environment by cleaning and restoring water resources for the communities. The non-profit organization, formed by the four-partner governments serves as a public entity. LOTT is highly regulated and accountable at multiple levels locally and state and federally.

LOTT's service area is the urban growth boundary of the partner jurisdictions serving a customer base of 124,000 with some residents not located in the cities but may be connected to city services. Ratepayers in each jurisdiction receive a monthly bill with the cities responsible for the conveyance of wastewater.

The main treatment plant located in downtown Olympia is comprised of many buildings, equipment, open basins, and treatment facilities that move millions of gallons of wastewater each day. Wastewater from the City of Tumwater travels to the Capitol Lake pump station and then on to the Budd Inlet Treatment Plant. Approximately 13 million gallons of wastewater are treated each day. LOTT provides the highest level of treatment on Puget Sound. With a recent major treatment upgrade, LOTT has some of the best treatment capability in the country. LOTT received a national Environmental Achievement Award for the recent upgrade and is one of eight organizations with the best treatment design in the country.



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The original treatment plant was built in the 1950s by the City of Olympia. Wastewater treatment has evolved since the initial intent was to treat wastewater at the lowest cost possible. The next phase was in response to public health and an increased awareness of environmental protection and education. LOTT has participated in and has advanced capabilities. Today, one beneficial outcome is the reuse of biogas or reuse of methane produced from the wastewater treatment process. LOTT captures the gas to produce 15% of the plant's power. The system is a self-sustaining heating feature of the plant digesters. The system provides heat to the Children's Hands On Museum. LOTT also reuses biosolids. Biosolids are transferred to Eastern Washington as part of a King County program used by farmers to add moisture and nutrients to soil. LOTT also produces reclaimed water. Treated reclaimed water can be used to offset potable water supplies, such as the Tumwater golf course. A one million gallon tank is located near the golf course providing 600,000 gallons of reclaimed water each day during the summer to irrigate the golf course. LOTT constructed the tank and in conjunction with City staff, the City built a park on top of the tank.

The LOTT Education Program at the WET Science Center hosts one class from the Tumwater School District each year, as well as all school districts in Thurston County. Nearly 13,000 people visited the WET Science Center last year.

Currently, the plant status is a wastewater utility of the future, which moves the plant to the space of public service, community support, climate resilience, and other benefits the utility can provide to the community. Mr. Kennelly cited some rebate programs available to customers, sanitation resources for RVs, porta potties, hygiene trailers, water quality efforts regionally and locally, and regional climate efforts.

Mr. Kennelly shared information on other LOTT infrastructure in the region and the long-term forecast to 2050. Due to the high level of treatment provided by the process, LOTT has additional capacity with a continued focus on the existing treatment facility. The original plan called for the construction of new smaller treatment plants. However, because of increased efficiency, LOTT no longer needs to construct as many treatment plants and can process wastewater within the existing footprint until the last 2040s.

The monthly wastewater bill is comprised of the LOTT charge and the city's sewer charges. Based on the high level of treatment, wastewater fees are below the average rates.

Mr. Kennelly addressed questions about the expansion of reclaimed

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MINUTES OF HYBRID MEETING  
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water for irrigating yards and gardens, treating wastewater to potable water standards, current security measures at the main plant, accounting for future sea level rise in downtown Olympia near the plant, and employment opportunities at LOTT. Moving the plant was estimated to cost \$1.5 billion six years ago. It was determined that it would be more cost effective to complete smaller projects to protect the plant.

**PUBLIC COMMENT:** There were no public comments.

**CONSENT  
CALENDAR:**

- a. Approval of Minutes: City Council, March 5, 2024
- b. Payment of Vouchers
- c. Resolution No. R2024-007, Amending the 2024 Fee Resolution
- d. Fire Mobilization Interagency Agreement with the Washington State Patrol
- e. Intergovernmental EMS Contract with Thurston County for Basic Life Support Funding 2024 Extension

**MOTION:** **Councilmember Swarthout moved, seconded by Councilmember Agabi, to approve the consent calendar as published. The motion carried unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

**COUNCIL  
CONSIDERATIONS:**

**ORDINANCE NO.  
O2023-017, TMC 18.38  
FP FLOODPLAIN  
OVERLAY:**

Planner Smith-Erickson reported that approximately 300 towns, cities, counties, and tribes in the state participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). Continued enforcement of the City's floodplain management regulations (TMC 18.38 FP Floodplain Overlay) enables FEMA to make federally backed flood insurance available to property owners within the City. As a condition of participation in the NFIP, communities are required to adopt and enforce flood hazard reduction regulations that meet the minimum requirements of the NFIP.

In May 2023, City staff completed a FEMA floodplain community assistance visit (CAV) with State Department of Ecology staff to review the City's participation in the National Flood Insurance Program. The CAV determined that TMC 18.38 FP Floodplain Overlay should be updated to reflect FEMA current standards.

On November 8, 2023, FEMA notified the City of the final flood determinations for Thurston County and its incorporated areas. The FEMA flood hazard determinations for the City are considered final. The Flood Insurance Study (FIS) report and Flood Insurance Rate

**TUMWATER CITY COUNCIL MEETING**  
**MINUTES OF HYBRID MEETING**  
**MARCH 19, 2024 Page 4**

Maps (FIRM) covering the City become effective May 8, 2024.

Prior to the May 8, 2024 effective date, the City is required to amend floodplain regulations for consistency with the Model Ordinance for Floodplain Management under the NFIP, the Endangered Species Act, and to maintain its eligibility in the NFIP.

The staff report includes summaries of the 15 proposed amendments, code sections to amend or add, and proposed amendment language.

Planner Smith-Erickson reviewed the 15 proposed amendments:

1. TMC 18.38.017 – Definitions: Clarify and add definitions as needed for enhanced interpretation of floodplain regulations. Eight new definitions address:
  - 1) Alteration of watercourse
  - 2) Area of special flood hazard
  - 3) Flood elevation study (FES)
  - 4) Floodplain administrator
  - 5) Flood proofing
  - 6) Highest adjacent grade
  - 7) Mean sea level
  - 8) Structure
2. 18.38.090 – Special Flood Hazard Areas: Updates language to reflect current versions of the FIS and FIRMs effective May 8, 2024. For consistency with the definitions section, Base Flood Elevation (BFE) was added.
3. TMC 18.38.100 – Flood Hazard Data: For consistency with the definitions section, FIRM is added as an acronym. Added reference to TMC 18.38.090 for BFE and Floodway areas when data have not been provided or not available in the Flood Insurance Study and Flood Insurance Rate Maps.
4. TMC 18.38.130 – Floodplain Development Permit Required: Revised the section name for clarity. Eliminated passive language. Includes language that a permit is required in special flood hazard areas (SFHAs) as defined in TMC 18.39.090.
5. TMC 18.38.140 – Floodplain Development Permit Application: Updates acronyms for consistency with the definitions section. Adds five subsections addressing additional elements required for applications.
6. TMC 18.38.180 – Records
  - Included code requirements for regulating development and collection of records
  - Updates acronyms
  - Clarifies information required to be obtained for recorded

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**MINUTES OF HYBRID MEETING**  
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- Removes passive language
  - Provides a process for floodplain administrator to ensure proposed construction will be safe from flooding when elevation data is not available
  - Added a list of information the floodplain administrator shall obtain and make available to the public
7. TMC 18.38.210 – Development and Subdivisions: Clarified that short subdivisions, short plats, and binding site plans are subject to TMC 18.38.210. Updated acronyms. Subdivisions or developments with over 50 lots or 5 acres must provide base flood elevation data with the application.
  8. TMC 18.38.184 – Flood Protection Standards:
    - In areas where the BFE data has been determined or obtained (A zones), all new development must be elevated at least one-foot above BFE
    - Materials used shall be resistant to flood damage
    - Construction methods that minimize flood damage
    - All structures, including manufactured homes and substantial improvements, shall be anchored properly
    - New construction and substantial improvement of any residential structure in an Unnumbered A zone and BFE is not available shall be raised two feet above highest adjacent grade
    - An attached garage constructed with the floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters
  9. TMC 18.38.270 – Nonresidential Construction:
    - Reformatted the section
    - Created clear standards for non-residential development
    - In AE and A1-30 zones or other A zoned areas: New construction and substantial improvement of any commercial, industrial, or other nonresidential structure shall have the lowest floor, including basement, elevated one foot or more above the BFE
  10. TMC 18.38.280 – Manufactured Homes:
    - Added clarifying requirements for anchoring of manufactured homes that minimize flood damage
    - States other anchoring requirements throughout TMC 18.38 are applicable
  11. New Section: TMC 18.38.285 – Detached Accessory Structures:
    - Adds standards to allow for structures to be built below the BFE for used solely for parking of vehicles or limited storage
    - Different flood zones have different requirements for

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
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- detached structure such as size, elevation, materials, item stored, and anchoring
12. New Section: TMC 18.38.325 – Storage of Materials and Equipment
    - The storage or processing of materials that could be injurious to human, animal, or plant life if released due to damage from flooding is prohibited in special flood hazard areas
    - Storage of other material or equipment may be allowed if not subject to damage by floods and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning
  13. TMC 18.38.360 – Floodway Standards:
    - Encroachments, including fill, new construction, substantial improvements, and other development is prohibited unless a certification by a registered professional engineer demonstrating development would not result in any increase in flood levels during the occurrence of the base flood discharge
    - Clarifies that repairs, reconstruction, or improvements to a residential structure which do not increase the ground floor area may be allowed subject to outlined requirements
    - TMC 18.38.360(A)(1) is satisfied, or construction is allowed pursuant to TMC 18.38.360(A)(2), all new construction and substantial improvements in the floodway shall comply with all applicable flood hazard reduction provisions of TMC 18.38
  14. New section: TMC 18.38.450 - Penalties for Noncompliance: Ties into the civil and criminal enforcement processes in TMC Title 1. After a further review of state and federal standards, staff revised the language and removed references to jail penalty and fines as proposed in the Model Ordinance.

A 60-day Notice of Intent for Ordinance No. O2023-017 was sent to the State Department of Commerce on December 14, 2023. No comments were received. A SEPA Checklist for Ordinance No. O2023-017 was completed on December 13, 2023, and a Determination of Non-significance was issued on December 29, 2023. The process was completed with no comments received. FEMA is required to publish two notices in the newspaper of record for the communities affected by the map change. No appeals were submitted during the 90-day appeal period.

The City received two public comments outside the noticing

**TUMWATER CITY COUNCIL MEETING  
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requirements. One comment spoke to development within the City's urban growth area in the Salmon Creek Basin high groundwater area. The second comment pertained to the SEPA Checklist about the Salmon Creek Basin high groundwater area. The proposed amendments do not affect mapping or designation of groundwater flooding specifically, but rather to ensure the City complies with state regulations and the Model Ordinance provided by the Department of Ecology. The code must be amended prior to the effective date of the new maps in May. The SEPA Checklist is considered a non-project SEPA review. The concern surrounded potential affects to critical areas and protected species within the floodplain. As the code amendment is a non-project proposal, no development or impact would occur to critical areas.

Draft FEMA maps are available online as well as the Thurston County Lakes Flood Map update and the Preliminary Hazard Map Update comparison.

Planner Smith-Erickson invited questions and comments.

Councilmember Althausen asked whether the new anchoring requirements for manufactured homes would be retroactive. Planner Smith-Erickson affirmed the requirements do not apply to existing homes but would apply to new and redevelopment projects.

Councilmember Swarthout asked whether the new section applicable to stand-alone buildings applies to accessory dwelling units. Planner Smith-Erickson said the new section is specific to the use of the structures, such as storage of vehicles or different types of materials. The section does not apply to housing units.

Councilmember Dahlhoff suggested a future conversation on ways to protect existing manufactured homes located in a floodplain to avoid detrimental impacts on existing manufactured homes. Manager Medrud advised that the Hazards Mitigation Plan would assist the City in addressing those types of issues.

Councilmember Von Holtz inquired as to the type of redevelopment that might trigger the requirements for a manufactured home. Planner Smith-Erickson advised that the new requirements would likely be effective if a manufactured home was replaced or any redevelopment that requires a building permit or a review by the Community Development Department.

Manager Medrud added that replacement with a new structure would trigger the new requirement as long as it is located within the floodplain or any level of redevelopment to an existing home that



**TUMWATER CITY COUNCIL MEETING  
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exceeds the value of the manufactured home. Minor repairs to existing structures would likely not trigger the new requirements.

Planner Smith-Erickson requested the Council approve Ordinance No. O2023-017 amending Chapter 18.38, FP Flood Plain Overlay, of the Tumwater Municipal Code.

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Councilmember Althausen, to approve Ordinance No. O2023-017 amending Chapter 18.38, FP Flood Plain Overlay, of the Tumwater Municipal Code. A voice vote approved the motion.**

**COMMITTEE  
REPORTS:**

**PUBLIC HEALTH &  
SAFETY:**  
*Peter Agabi*

At the March 12, 2024 meeting, members received briefings on the Fire Mobilization Interagency Agreement with the Washington State Patrol and the Intergovernmental EMS Contract with Thurston County for Basic Life Support Funding 2024 Extension. Members also discussed the Washington Survey and Rating Bureau Update. The City of Tumwater was rated from Class 4 to Class 3. Members questioned measures the City could pursue to receive a rating of Class 2. Currently, King County is rated at Class 2. One of the factors limiting the City is the lack of FTEs in the Fire Department in the area of inspections. Currently, revenue generated by inspection services is insufficient to staff the program. Since 2013, the Fire Department has lacked staff for the program.

**GENERAL  
GOVERNMENT:**  
*Michael Althausen*

The committee met on March 13, 2024. Members appointed Councilmember Althausen as the Chair for another term. Members received a briefing from Thurston County on its rental assistance survey. The survey was conducted of everyone who has received rental assistance from several programs during the pandemic. A number of individuals who received rental assistance were able to stabilize their housing situation and avoid becoming homeless. The survey also illustrated the continued unmet needs in the community. Members received a briefing on Resolution No. R2024-007, Amending the 2024 Fee Resolution that was approved earlier on the consent calendar.

**PUBLIC WORKS:**  
*Eileen Swarthout*

The next meeting is scheduled on Thursday, March 21, 2024 to receive an update on the Interstate 5/Trospen Road/Capitol Boulevard Reconfiguration Project.

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

The next meeting is scheduled on April 23, 2024 at 10 a.m.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
MARCH 19, 2024 Page 9**

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

City Administrator Parks reported on updates received from the Housing Authority of Thurston County on the former Tumwater hotel purchased by the Housing Authority with support from the City of Tumwater. The Housing Authority relocated existing residents residing in the facility. Temporary fencing will be installed along the perimeter of the site with lighting and monitoring cameras. The architect plans to include the City's comments within the update of the renovation plan and will continue to work with permitting staff on renovation activities. The next step is engagement of a certified firm to clean the units and mitigate for any illegal drug use. The goal is to complete the renovation bid package by April 10, 2024.

The Council recess this summer is scheduled during the first two weeks in August.

The Parks and Recreation Department created a calendar of City events that will be emailed to the Council. The calendar is intended to increase awareness of special and City events and to use those events as an opportunity to become involved and engage with the community.

Beginning in April, the City's biennial budgeting process kicks off through June. Four work sessions are scheduled on specific information on revenues, expenditures, debt and debt financing, and budgeting to provide background information. Budget workshops will begin in September.

City Administrator Parks shared that she is participating in Fire Ops 101 training program with the Tumwater Fire Department.

Councilmember Cathey inquired as to the process for selecting the Council's recess dates. City Clerk Variant responded that the dates are selected based on the timing of Council meetings to afford the Council with more time off during the recess. This year, July includes a fifth week affording the Council a recess over three meetings rather than only two meetings.

Councilmember Cathey inquired as to whether staff has responded to community members inquiring about the status of the Davis Meeker oak tree. City Administrator Parks advised that staff has responded to all community inquiries regarding the tree. The responses direct community members to the website and the page addressing the oak tree with a link to the schedule and the meeting scheduled on March 21, 2024. The Historic Preservation Commission meetings are advertised regularly along with Facebook posts and other social media platforms.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
MARCH 19, 2024 Page 10**

Mayor Sullivan attended the Intercity Transit Authority meeting on March 6, 2024. Members approved an extension to the legal services contract with Jeffrey Meyers, approved the bylaws for the Community Advisory Committee, and acknowledged the 10-year anniversary of the Bus Buddy Program. The event was held on Saturday, March 16, 2024 at the Olympia Transit Center. The program sponsors volunteers who provide assistance to individuals to learn how to ride the bus. Construction continues at the Olympia Transit Center to update sidewalks and ramps and replace some areas on the main platform. National Transit Employee Appreciation was celebrated on March 18, 2024. The next meeting is scheduled on March 20, 2024 at 5:30 p.m.

Mayor Sullivan participated in the Capitol Lake/Deschutes Estuary Funding and Governance Work Group meeting to review the process and schedule and review the interlocal agreement with partner agencies.

In response to a question from Councilmember Cathey on Intercity Transit's bicycle program, Mayor Sullivan advised that Intercity Transit's Bicycle Education Program offer Earn-A-Bike Classes teaching youths aged 11 through 15 essential bicycle safety and maintenance skills. The agency's Bike Maintenance & Mechanic Classes offer free bike maintenance and mechanic classes at the Walk N Roll bike shop located at the Pattison Street Intercity Transit facility.

**COUNCILMEMBER  
REPORTS:**

***Eileen Swarthout:*** There were no meetings and no report.

***Michael Althausen:*** The next meeting of the Regional Housing Council is scheduled on March 27, 2024.

Councilmember Althausen reported on his attendance to the Funding and Governance Work Group meeting for the Capitol Lake – Deschutes Estuary project. The work group's goal is to reach agreement on the interlocal agreement by the end of the year.

***Leatta Dahlhoff:*** During the last Thurston County Communications 9-1-1 Administration Board meeting, members received an updated report on monthly call volumes. For January 2024, incoming calls to 911 totaled 12,125. Incoming calls considered non-emergency totaled 14,000 in January 2024 with outgoing calls of 4,000. Total calls in January 2024 were over 30,000.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
MARCH 19, 2024 Page 11**

At the last meeting of the LOTT Clean Water Alliance Board meeting, members began the budget process and discussed a request from the City of Olympia for additional funding for portable toilets located at encampments to reduce public health and environmental risks. The budget request is for \$150,000. Members also received information on LOTT's pretreatment program.

***Peter Agabi:***

At the last meeting of the Transportation Policy Board, members received a briefing on a proposed amendment to the 2024-2027 Regional Transportation Improvement Program (RTIP). Federal requirements stipulate that substantial changes to the RTIP require an amendment to the original document, which then triggers an amendment to the STIP. A jurisdiction cannot proceed with a project for which it has been awarded federal money until the STIP is formally amended and approved by the federal agencies. Members received a briefing on the Washington State Legislature's Joint Transportation Committee recent study on the demographics of nondrivers in Washington State, as well as how current transportation infrastructure and services serve nondrivers and the impact those options have on access to daily life activities. Members discussed and considered the establishment of a federal transportation grant funding set aside for supporting shared use trail preservation projects.

***Kelly Van Holtz:***

At the last meeting of the Tumwater Public Health and Safety Committee meeting, members recommended moving the Fire Mobilization Interagency Agreement with the Washington State Patrol to the Council for approval. The agreement would provide support to the City during an incident. One example is the support provided to the community of Oso after the massive landslide occurred. The City of Tumwater sent personnel to assist the community.

***Joan Cathey:***

Councilmember Cathey reported on her attendance to the Olympic Region Clean Air Agency (ORCAA) meeting. Members discussed requirements for obtaining burn permits during spring clean-ups or dropping off materials to the landfill rather than burning a pile of material. Many cities and organizations sponsor garden and flower shows. ORCAA representatives plan to exhibit at a number of the shows to share information on clean air and requirements for different types of permits.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 8:23 p.m.**

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

**TUMWATER CITY COUNCIL WORKSESSION  
MINUTES OF VIRTUAL MEETING  
March 26, 2024 Page 1**

**CONVENE:** 6:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Michael Althaus, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, and Kelly Von Holtz.

Absent: Councilmember Peter Agabi.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Police Chief Jon Weeks, Water Resources and Sustainability Director Dan Smith, and Parks and Recreation Director Chuck Denney.

**WASHINGTON  
CITIES INSURANCE  
AUTHORITY (WCIA)  
PRESENTATION:**

Director Niemeyer reported the City's provider of insurance is through the Washington Cities Insurance Authority (WCIA), which insures many other cities in the state. Because insurance rates have been increasing over the last several years, he invited Rob Roscoe, Deputy Director, WCIA, to brief the Council WCIA services and rates.

Mr. Roscoe described his professional experience working for WCIA and as a city director for the City of Auburn.

WCIA was created in 1981 by nine municipalities to control the cost of insurance through an interlocal agreement to create a public agency employing public employees. WCIA is a not for-profit organization established to cover the costs of members for both insurance coverage and claims. WCIA provides members \$20 million in liability insurance and insures the first \$4 million. Any costs exceeding \$4 million requires WCIA to purchase insurance within the traditional insurance market to cover the higher costs.

Because the foundation of the organization is based on a risk-sharing pool, membership is restricted to municipalities or to agencies providing municipal services, such as fire authorities or sewer and water districts.

WCIA serves as the City's insurance provider but members make decisions on insurance coverage. Each year, members determine different coverage to provide, expand, or reduce because of increased exposure.

Large claims or a lawsuit from members that escalates into millions of dollars are covered by insurance. When costs exceed a threshold, insurers often seek ways to avoid covering the costs. WCIA encountered two situations that involved re-insurers by fronting the cost to members to pay a claim with an expectation that the insurance company would reimburse WCIA. WCIA was required to engage in arbitration with the insurance company to seek reimbursement. WCIA eventually received reimbursements.

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
**March 26, 2024 Page 2**

WCIA promotes risk management training and claim handling with a goal to reduce rate increases. Some members have experienced a large increase in rates to include the City of Tumwater. The City's experience has prevented larger increases than other municipalities are paying.

WCIA seeks to minimize rates and provide stable rates. Rates are established by a third-party actuary to review exposures and determine funding needs based on histories.

WCIA provides \$20 million in coverage to over 170 different municipal agencies in the state with a staff of 21 employees. In addition to liability insurance, WCIA provides, property, auto, equipment, crime infidelity (internal theft and embezzlement), and cyber and premise pollution liability (pass through program provided through a purchased insurance policy for all members). Service is provided by in-house claim staff unless the claim requires field adjusting, which can involve sewer backups and water main breaks, etc. requiring an evaluation of property damage. Third party vendors provide those services on WCIA's behalf.

Risk management staff provide guidance to municipalities on ways to mitigate, eliminate, or transfer any risk for new actions or programs contemplated by members. Sample contracts are provided to members to incorporate within legal documents to assist in reducing exposures.

WCIA staff provided training to 14,000 employees last year. Training is available online or in-person.

WCIA provides up to 1% of the assessment member pay, as well as risk reduction claims. Member peers determine the savings through a committee comprised of delegates representing each member.

Annual assessments are established based on member liability exposures. Members are rated based on employee worker hours that are classified into five different groups. The City of Tumwater is in the largest group (Group 4) with over 400,000 worker hours annually.

Insurance is a cyclical industry experiencing ups and downs with recent years experiencing increases in "hard" market conditions. Coverage is difficult to obtain, costs continue to increase, and deductibles are increasing while coverage is reducing. Member assessments are based on two main components of liability (worker hours) and property (values insured). The City has experienced some property losses over the last several years through arson and falling trees. Property rates began increasing after the pandemic because of labor shortages, resource limitations, and inflation. Carriers began increasing rates substantially for property, which are passed to members. Other impacts are caused by climate change creating floods, wildfires,

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
**March 26, 2024 Page 3**

hurricanes, and temperature extremes. Prior to 2018, three insurance events exceeded \$10 billion each. From 2018 through 2023, 10 insurance events exceeded \$10 billion each resulting in a large increase in catastrophe events.

Mr. Roscoe reported the hard market has affected WCIA's ability to seek additional insurance coverage. In 2022, WCIA was seeking coverage above \$10 million and encountered difficulty because two large insurance companies withdrew service in the state, as the companies could no longer underwrite government agencies for-profit leaving a void in a number of different risk pools. The state does not impose any tort caps, which means a lawsuit is subject to a jury's decision. The state's Joint and Several Liability law also enables accident victims to collect an entire judgment from one at-fault person, even if there are several at-fault parties.

During WCIA's search in 2022 for additional coverage, WCIA was required to assume a \$1 million deductible with coverage increasing by 68% despite a clean loss history. The last several years have improved with the likelihood of rates returning to normalcy with rate increases in single digits of 3% to 5% instead of 20% to 40%.

Mr. Roscoe noted that since exposure in the state is unlimited, one claim could eliminate 10 years of profit, which is difficult for insurance companies to underwrite. WCIA offers a buffer by settling claims avoiding the higher levels. WCIA is experiencing an increase in claims since 2017, with 36 open claims in 2022. Washington's Legislature is not helping. A wrongful death statute was passed by the Legislature allowing individuals to file wrongful death lawsuits. Previously, individuals were required to have an economic interest to file a lawsuit for a wrongful death. The state expanded the law in addition to an expansion of civil rights claims.

In 2023, a Washington State case before the Washington State Supreme Court was upheld for \$100 million for the death of two children involving the case of Susan Powell and the Cox family. The father had court-ordered supervision of his two children overseen by the Department of Social and Health Services (DSHS). Although visitation was court-ordered, the DSHS case worker took the children to visit the father, who were killed after the father blocked entrance to the home. The father then set the home on fire. The court found DSHS at fault as the court did not dictate the location of the father's visitation with his children.

Mr. Roscoe cited several other public agency cases resulting in substantial judgments resulting in WCIA passing the costs to members. Cost increases are attributed to the number of claims and re-insurance costs purchased from other carriers. Insurance companies doing business in Washington typically insure a public entity or have some exposure increasing the risk level for WCIA.

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
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Councilmember Althaus asked how the large verdicts involving WCIA members affect membership dynamics and coverage for other WCIA members. Mr. Roscoe said the impacts are not as great because WCIA does not enter the traditional insurance market until \$10 million is required. WCIA has experienced a good loss history with insurance carriers. Each year, WCIA markets its program to the insurance industry and documents histories of risk management, training, and claims. Increases in costs are buffered among members. City rates also increase commensurate with increased risk. WCIA evaluates members based on placement in the actuary group using the last five years of loss history with capping to avoid too much charge for any one loss. WCIA rates members similar to how the Department of Labor and Industries rate private industry using a factor of 1 over a window of time with a two-year delay. Loss history above 1 results in lower insurance rates while historical rates below 1 increase insurance rates. Based on a member's loss history, WCIA assigns an assessment rate.

Mr. Roscoe reviewed the City's loss history. The City experienced losses below \$1 million over a five-year period reflecting a favorable loss history when compared to other Group 4 members. He shared a graphic comparing Group 4 average loss history against the City's average loss history reflecting how the City is significantly below the Group 4 average.

WICA's cost for insurance has increased from 2014 to 2024 by over 506%. Whereas the City's rate has increased 77% over the same period. Additionally, most of WCIA's claims are below \$4 million. Each group is assigned a modification factor. The City's modification is .69 with the likelihood that the rate will drop next year because one significant claim will be eliminated from the City's loss history based on the five-year look-back window.

Mr. Roscoe recognized the Police Department as the department's losses are very low compared to the other police departments.

Mr. Roscoe responded to questions regarding infrastructure risks of uneven sidewalks. Preventive maintenance and adequate lighting all help to prevent accidents and identify defects. Auto liability is one of the City's largest exposures because of the City's large fleet of vehicles. He shared information on the City's claim history to highlight the City's liability exposure. Property loss is a large driver of costs. Wildfire exposure has increased in Western Washington because of climate change. WCIA insures \$16.6 billion in assets throughout the state. WCIA's 35 insurance carriers assume a small amount of the exposure as no single carrier insures the entire loss of an incident with insurance companies sharing the cost. Because carriers have recently increased premiums, many are beginning to experience profitability, which will likely increase stability in pricing. Essentially, volatility within the insurance industry and the market determine WCIA rates.



**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
**March 26, 2024 Page 5**

Councilmember Dahlhoff asked whether WCIA has received complaints or claims from member jurisdictions for food-borne illness by someone taking advantage of a free food pantry program. Mr. Roscoe advised that WCIA has no loss history associated with food banks or food pantries.

Councilmember Althausen inquired about the impact to membership when a member city ignores a risk assessment or behaves negligently. Mr. Roscoe replied that some of those scenarios have occurred. WCIA's insurance compact with members requires an annual audit of different exposures by a member. WCIA provides recommendations and mandatory actions. Mandatory actions are typically actions WCIA cannot defend as the member has created a unique exposure that unless rectified and controlled results in an increase in assessments and a penalty because of increased exposure. WCIA very rarely experiences those situations of members not complying. However, some members have created a unique loss profile or an exposure that created undue risk. In those cases, a member action plan was imposed by the WCIA Executive Committee to exclude coverage for the risk creating the exposure. WCIA strives to work with members to address exposures to resolve situations.

Mr. Roscoe responded to questions about the state's new distance requirements between vegetation and buildings to reduce fire risk and increased wildfires in Western Washington. Based on wildfire modeling completed by WCIA, the results were encouraging because WCIA does not insure many high value assets in remote areas prone to wildfire reducing WCIA's exposure when marketing its programs to insurance carriers. WCIA's exposure is greater for earthquakes and floods. Earthquakes are a high exposure in Western Washington because of the subduction zone.

Councilmember Dahlhoff asked whether risk assessments provided by WCIA have ever changed because of different information or the environment has changed creating a different or changed situation. Mr. Roscoe affirmed WCIA has encountered situations as case law adapts and evolves. Recreational immunity is a good example because of the constant number of cases that have eroded WCIA's ability to defend members who have opened land for public use for recreational purposes. WCIA now provides recommendations to help preserve and better defend should lawsuits or claims arise in allegations against a city.

**THURSTON EDC  
PRESENTATION:**

Director Matlock introduced Heidi McCutcheon and Gene Angel from the Thurston Economic Development Council (EDC) to brief the Council on initiatives and efforts by the EDC and the Center for Business and Innovation. He added that staff is scheduled to present a term extension for the Phase II Thurston Strong grants for childcare in the community.

Ms. McCutcheon reported the briefing would include an overview of the organization, overall strategies of building a strong, equitable, and

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
**March 26, 2024 Page 6**

sustainable economy, overarching trends and recent activities, and current economic trends affecting future employment in the region.

The pillars of sustainable economic development in the region focus on the Olympia Armory & Arts Center, Tumwater Craft Brewing and Distilling Center, Lacey MakerSpace, and the Agriculture Park in Tenino.

Ms. McCutcheon shared a plat map of the Agriculture Park under construction in the City of Tenino. The north building is nearing completion followed by the south building. The Legislature provided funding for completion of building pads for lots 3 and 4. The north building, owned by the City of Tenino, includes a community center, a restaurant, and an area for residents and visitors. The south building, owned privately, will house EDC's Center for Business and Innovation, agricultural programs, an area for entrepreneurial networking, and a suite of services for business owners and entrepreneurs. A ribbon cutting is scheduled by mid-summer.

The EDC's suite of services spans different options and programs. The APEX Accelerator Program is the largest program teaching businesses how to successfully bid on government contracts in the state. Last year, the program assisted approximately 400 businesses in successfully bidding on \$600 million in government contracts.

Within the last year, the EDC supported the Pacific Salish Economic Development District. Within the U.S. 380 districts have been established. Every county in the state are part of a district except Walla Walla. Districts must include multiple counties. Over the last year, a comprehensive economic development strategic was created comprised of different plans and focus areas within the community. The plan developed for the District focuses on competing for federal funding for job retention, creation of jobs, and inducing private investment. This year, efforts are focusing on creating the District's bylaws and articles of incorporation. The District will be sited within Thurston EDC at the Lacey campus of South Puget Sound Community College. One area of focus of the District is funding for infrastructure projects within the region.

Mr. Angel reported he serves as EDC's Director of Research and Evaluation. At the EDC, 2.5 FTEs are dedicated to research, which is unique for an EDC.

Councilmember Dahlhoff asked about research options to attract modern manufacturing companies focused on green and sustainability practices. Mr. Angel said it speaks to a recruitment strategy by identifying a green manufacturer. The EDC's tools are complex. One tool enables the measurement of ecological impacts of a suite of different types of industrial uses. Any jurisdiction interested in understanding all manufacturing types could receive assistance in identifying different uses that produce less of a

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
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suite of environmental impacts. The EDC is able to provide a list of the top industrial uses meeting those goals.

Mr. Angel reported in 2023, the EDC conducted 2,323 interactions with businesses. Of those interactions, 520 were with BIPOC-owned businesses, 821 were with women-owned businesses, and 189 interactions were with veteran-owned businesses spanning all EDC programs for the entire county.

The EDC's total economic output impact in 2023 measured \$475.8 million for Thurston County. Jobs created and jobs saved totaled 1,441 during 2023 reflecting the highest numbers over the last four years of measurements.

Councilmember Jefferson asked about the differences employed by the EDC to achieve such a significance difference. Mr. Angel said the EDC is fully staffed for all programs and all programs are mature and operate through excellent regional partnerships. Another factor contributing to the increase is expansion and recruitment opportunities. The increase is the result of both programmatic capabilities and with some attributed to being well positioned as a community at the right time, the right place, and within the right market. Approximately \$109 million in wages can be attributed to the region and to the EDC's efforts.

For each \$1 EDC administrates, the return to the region is \$48 or a ratio of 1:48, which is extremely significant because the return rate is uncommon for most areas averaging a rate of 1:6-8. The strategies are working because of a supportive economic development council working with good regional partners.

Two research institutions identified the Thurston region as a tier 1 economy compared against all other major metropolitan areas. The Milken Institute ranked the region at the ninth best economy in the nation compared to other tier 1 cities, such as Boston, New York, and San Francisco. The region is also ranked fourth in income equality representing the fourth best ranking in the nation. The region has been able to mitigate any income inequality.

Councilmember Dahlhoff inquired about the definition used by the institutes pertinent to income inequality with respect to women earning less than men. Mr. Angel explained that the analysis considers the Gini coefficient or the standard metric economists use to measure economic inequality across the entire economy. It is the difference between the highest of the high paying jobs and the lowest of the lowest paying jobs. That difference within the Thurston region has shrunk. The research analysis used the Gini coefficient for all sectors.

The research by Milken Institute was substantiated by another research group, CHMURA Analytics and Economic Research. CHMURA identified the Thurston region as the second best economy in the nation placing the

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
**March 26, 2024 Page 8**

region in tier 1 status. The institute documented that throughout the entire nation, the region's percentage gain of high tech job growth was number one in the country. Those types of jobs are software publishing, data processing, and other highly technical consulting occupations.

Along the I-5 corridor of major counties, Thurston County is the fastest growing county over the last 10 years. The model predicts Thurston County as the fastest growing county over the next 10 years placing the county above the Washington State average in terms of population growth. The county is benefitting from the reality that the state is a great place to live.

EDC's Economic Vitality Index is a leading indicator index comprised of many metrics that speak to economic health. The EDC develops the index with assistance from Professor Reilly Moore, an economist at St. Martin's University. The graph represents the difference in recovery patterns from the Great Recession and COVID recession and in the way the region recovered and the public stimulus between the two recessions. There is also a difference between the amount of existing capacity in place and the ability to respond to disaster. The combination of the metrics reflects the difference between then and now depicting an encouraging outcome. From an economy perspective of the larger picture, the Thurston region experienced a significant recovery due in part to regional partnerships and Thurston Strong.

The business confidence index as part of the Economy Vitality Index, reflects that any value above 50 means respondents were generally optimistic about the future of the economy while any value below 50 means respondents are feeling somewhat pessimistic. Business sentiment is closely tied to external factors, such as election seasons and national politics. Approximately 300 members from the business community participated in the survey. The results reflect a trend slightly pessimistic today. Of the businesses reporting an expectation in increased profits, the businesses attributed a growth in market demand. Per capita retail taxable sales for all jurisdictions reflect an increase for all jurisdictions. The results also depict that for a period, the City of Tumwater exceeded sales tax collections over the City of Olympia during the COVID pandemic likely due to the many big box stores located off Littlerock Road and Trosper Road.

Unemployment figures, although somewhat outdated, reflect historic lows at 3.2 while today's figure is approximately 4.7. The current figure is reflective of a level prior to the pandemic, which speaks to the recovery of the region with some adjustments attributed to early retirements and other changes in jobs.

Mr. Angel described the outcomes from a graph of total industry employment totals. By industry sector, public administration is the largest employment sector in the region. Private sector employment opportunities also rank high, which speaks to the community diversifying from public sector employment

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
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over the last 20 years. The region's major employer is Joint Base Lewis McChord. The EDC in combination with University of Washington–Tacoma published research for three years, which is now recognized as a statewide research project by the Lieutenant Governor's Office. Nearly 1 in 5 or 18% of all jobs in Thurston County are attributable to JBLM.

One discouraging statistic is housing affordability for first-time homebuyers. Housing prices are not in parity with income, which speaks to the region as a supply constrained environment. The need is 50,000 new housing units across all income categories.

Mr. Angel invited questions.

Councilmember Dahlhoff asked about methods for attracting mixed-use development of both retail and housing units in one building. Mr. Angel responded that the environment for creating more mixed-use development usually occurs when it is financially feasible for the developer. Developers recognize Thurston County as a good opportunity to develop. It is also important to acknowledge that developers must also consider the costs to build and regulatory requirements. Increasing the ease of the development process to the extent possible will decrease costs and lower the costs of housing.

Ms. McCutcheon added that the cause of unintended consequences is also through the development of policies that speak to undesired development instead of incentivizing the housing outcomes desired in the region. Some communities addressing housing issues in successful ways have created incentives for builders. Additionally, in addition to increased costs in the market, some of the new requirements for green energy add more costs to new construction.

Councilmember Cathey commented that she believes economic growth does not account for the climate crisis with respect for the need for more housing. Although improvements in support of the climate can cost more, it is important to ensure that it occurs otherwise the future of earth is at stake. She questioned how to ensure a balance between two competing needs of climate and housing.

Ms. McCutcheon said it often speaks to pitting one against the other. It is important to consider whether the need is for affordable housing or is the need greater to protect the environment as good stewards of the existing ecosystem. It begins by reviewing policies and incentives instead of implementing requirements for developers. Many tools are available to provide incentives to encourage development of housing, such as reducing property tax, tax rebates, and other incentives to promote desired outcomes. Conversations are beginning to take place as it is not about an either/or decision because both are needed.

**TUMWATER CITY COUNCIL WORKSESSION  
MINUTES OF VIRTUAL MEETING  
March 26, 2024 Page 10**

Mr. Angel added that the climate crisis cannot be solved without economic development. As a member of Thurston Regional Planning Council's Thurston County Climate Mitigation Strategy Committee, one of the reportable finding of the work was that the single largest contributor of emissions in Thurston County is structures. The opportunity to solve the single largest source of emissions is an economic development possibility for the construction industry. The second source of emissions is transportation, which speaks to removing as many vehicles off the road to the extent possible by increasing density around and near transit hubs.

Councilmember Cathey pointed out that the different perspectives are deserving of agreeing to disagree because construction of larger apartment complexes to create density also requires paving land for parking areas. She is hopeful to continue more conversations surrounding competing needs while also addressing the climate crisis.

The Council thanked Ms. McCutcheon and Mr. Angel for the presentations. Ms. McCutcheon thanked the Council for its partnership and for supporting efforts by the EDC.

**ORDINANCE NO.  
O2023-014,  
PROPOSED  
AMENDMENTS TO  
TUMWATER  
MUNICIPAL CODE  
CHAPTER 12.32  
PUBLIC PARKS:**

City Administrator Parks reported that since the November 21, 2024 Council meeting, a strong commitment was conveyed to the community to ensure proper notice of meetings related to the proposal. Within the last hour, she learned that the scheduled emails and noticing on the website did not occur. She recommended moving the proposal to another Council worksession to ensure proper noticing to the public. At this time, timing associated with the proposal is not a factor.

Councilmember Cathey questioned the reason for a review of the proposal during a worksession rather than during a regular meeting that affords an opportunity for the public comment on the proposal. City Administrator Parks advised that the review process incorporates both a worksession and a regular meeting. The worksession provides an opportunity for the Council to review the proposal and comments received during the community conservation meeting, as well as review alternatives included in the staff report. The worksession assists staff to develop materials for review during a Council meeting affording the community with another opportunity to provide comments.

Councilmember Cathey supported deferring the review to another worksession.

The Council supported deferring the proposal to another worksession. City Administrator Parks advised that the proposal would be considered at the Council's worksession scheduled on April 23, 2024. The U.S. Supreme Court is planning to consider the case on how public entities manage

**TUMWATER CITY COUNCIL WORKSESSION  
MINUTES OF VIRTUAL MEETING  
March 26, 2024 Page 11**

homelessness in April as well, which could also provide some insight for the Council.

**CANCELLATION OF  
THE APRIL 2ND  
REGULAR COUNCIL  
MEETING:**

City Administrator Parks reported the one item scheduled on the April 2, 2024 Council meeting for the Council's review was a recommendation from the Historic Preservation Commission on the delisting of the Davis Meeker Garry oak tree from the Tumwater Historic Register. The Commission, at its meeting, did not reach a decision on a recommendation to the Council and anticipates forwarding a recommendation following its next meeting on April 18, 2024. She recommended canceling the April 2, 2024 Council meeting. A proclamation scheduled at the April 2, 2024 meeting would be rescheduled.

**MOTION:**

**Councilmember Althaus moved, seconded by Councilmember Cathey, to cancel the April 2, 2024 Council meeting. A voice vote approved the motion unanimously.**

Discussion ensued on the Commission's discussion and recommendation for converting a parcel located across from the tree to a park.

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

City Administrator Parks advised of her successful completion of Fire Ops 101 training. She thanked Fire Union Local 2409 for the invitation and sponsorship of her participation. She acknowledged and thanked Firefighters Trenton Brazie and Travis Leyva for their assistance and support during the training. She was able to complete all events and has a deeper appreciation for firefighters.

Mayor Sullivan reminded the Council of the retreat wrap-up meeting scheduled on Friday, March 29, 2024 at 5 p.m. The April 9, 2024 Council worksession is a joint tour with the Planning Commission.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 8:11 p.m.**

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

**TUMWATER CITY COUNCIL RETREAT  
MINUTES OF MEETING  
March 29, 2024 Page 1**

**CONVENE:** 5:00 p.m.

**PRESENT:** Mayor Debbie Sullivan Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout & Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Administrative Services Director Michelle Sutherland and Executive Assistant Brittaney McClanahan.

Facilitator: Nancy Campbell  
WCIA Deputy Director: Rob Roscoe

**WELCOME,  
COUNCIL DO's &  
DON'T's** City Administrator Lisa Parks and Mayor Sullivan welcomed the Council and staff. City Administrator Parks introduced Rob Roscoe, WCIA Deputy Director who did a presentation on Council Do's and Don'ts.

**DISCUSSION OF  
PROCEDURES &  
OPERATING NORMS  
& STRATEGIC  
PRIORITIES &  
GOALS** City Administrator Parks & Mayor Sullivan introduced Nancy Campbell, the facilitator for the retreat. Council and Mayor worked on and discussed the procedures and operating norms and the strategic priorities and goals.

**ADJOURNMENT:** The retreat was adjourned at 7:50 p.m.

Prepared by Melody Valiant, City Clerk



**TUMWATER SPECIAL CITY COUNCIL  
JOINT PLANNING COMMISSION TOUR  
MINUTES OF MEETING  
April 9, 2024 Page 1**

**CONVENE:** 6:00 p.m.

**PRESENT:** Councilmembers Peter Agabi, Michael Althausen, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout and Kelly Von Hotlz.

Planning Commissioners Elizabeth Robbins, Terry Kirkpatrick, Anthony Varelas, Grace Edwards and Brandon Staff.

Excused: Mayor Debbie Sullivan, Councilmember Joan Cathey, Planning Commissioner Michael Tobias and City Administrator Lisa Parks.

Staff: Community Development Director Mike Matlock, Planning Manager Brad Medrud, Housing & Land Use Planner Erika Smith-Erickson and Associate Planner Alex Baruch.

Several members of the community.

**2025 CPU HOUSING  
TOUR**

At 6:00 p.m., everyone met at Tumwater City Hall. From there a 2025 Comprehensive Plan Periodic Update Housing Tour commenced.

**ADJOURNMENT:** The tour commenced at 8:00 p.m..

Prepared by Melody Valiant, City Clerk

TO: City Council  
 FROM: Shelly Carter, Assistant Finance Director  
 DATE: April 16, 2024  
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- March 15, 2024, payment of Eden vouchers 173911 to 173924 in the amount of \$316,014.81 and electronic payments 902952 to 902964 in the amount of \$164,678.27; and Enterprise vouchers 182865 to 182914 in the amount of \$302,644.78 and electronic payments 904057 to 904073 in the amount of \$173,163.04; and wire payments in the amount of \$253,952.29.
- March 22, 2024, payment of Eden vouchers 173925 to 173932 in the amount of \$777.26; and Enterprise vouchers 182915 to 182968 in the amount of \$366,676.11 and electronic payments 904074 to 904106 in the amount of \$716,093.44.
- March 29, 2024, payment of Eden vouchers 173933 to 173945 in the amount of \$205,857.19 and electronic payments 902965 to 902971 in the amount of \$73,295.16 and wire payments in the amount of \$241,478.97; and Enterprise vouchers 182969 to 183033 in the amount of \$913,209.85 and electronic payments 904107 to 904134 in the amount of \$342,080.02 and wire payments in the amount of \$44,496.42.
- April 5, 2024, payment of Eden vouchers 173946 to 173956 in the amount of \$1,587.02; and Enterprise vouchers 183034 to 183098 in the amount of \$209,017.04 and electronic payments 904135 to 904156 in the amount of \$150,793.14

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		
CORE & MAIN LP	199,200.22	Water shop inventory R900I meter registers.
CLARY LONGVIEW	62,705.95	2024 Ford F550 - OPS
HDR ENGINEERING INC	73,123.24	Old HWY 99 & 79 <sup>th</sup> Ave roundabout project, Jan 1, 2024 – Jan 27, 2024
AWC EMPLOYEE BENEFIT TRUST	149,026.80	March payment for April Benefits
TCF ARCHITECTURE	146,324.84	M&O OPS Facility design phase
HDR ENGINEERING	66,687.08	Jan 28 – Feb 24 work on Old HWY 99 & 79 <sup>th</sup> Ave Roundabout project
LEOFF HEALTH & WELFARE TRUST	54,078.05	March payment for April Benefits
LOTT WASTEWATER ALLIANCE	568,209.28	February 2024 LOTT Collections
WA ST DEPT OF REVENUE	44,496.42	Feb excise, sales and use tax 2/1/24 – 2/29/24
ACTIVE CONSTRUCTION	594,057.24	I-5/Trosper Rd/Capitol BLVD PE #14

Vendor		
CUES	107,043.01	2024 C550 CCTV Inspection System
J.A. MORRIS CONST	41,632.43	Tenant improvement at SPSCC
TUMWATER SCHOOL DISTRICT	31,764.00	Impact fees through 3.5.24
CAPITAL INDUSTRIAL INC	47,928.58	Custom flatbed 8'x13' streets
CAROLLO ENGINEERS	26,687.50	Source development planning phase 1
CLARY LONGVIEW	55,396.31	2023 Ford F150 Lightning for TED Engineering
CLARY LONGVIEW	55,396.31	2023 Ford F150 Lightning for TED Engineering
CLARY LONGVIEW	56,629.95	2024 Ford F250 for Facilities
REED TRUCKING	49,527.44	Reed PE No. 7 Israel/Linderson water main
WA ST DEPT OF REVENUE	44,496.42	February excise taxes
DOOLEY ENTERPRISES, INC.	23,766.85	Ammunition
GORDON PRODUCTS, INC	25,224.70	WRS Relocation office furniture 50%
BOBBIE & AMANDA'S CLEANING SVC	21,184.15	Janitorial services – March 2024
CLARY LONGVIEW	85,626.51	2024 Ford F350 - Parks

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

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3) Policy Support:

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

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.

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6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval
- C. Exhibit C – Payment of Vouchers – Review and Approval
- D. Exhibit D – 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 182865 through 182914 in the amount of \$302,644.78

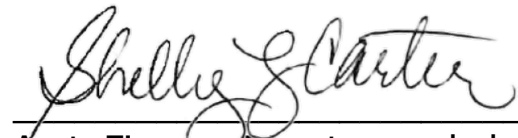
Electronic payment Nos 904057 through 904073 in the amount of \$173,163.04

Eden

Voucher/Check Nos 173911 through 173924 in the amount of \$316,014.81

Electronic payment Nos 902952 through 902964 in the amount of \$164,678.27

Wire payment in the amount of \$253,952.29



Asst. Finance Director, on behalf of the Finance Director

Checks dated 03/15/2024

## 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 182915 through 182968 in the amount of \$366,676.11

Electronic payment Nos 904074 through 904106 in the amount of \$716,093.44

Eden

Voucher/Check Nos 173925 through 173932 in the amount of \$777.26

A handwritten signature in cursive script, reading "Shelly G. Carter", is written over a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

Checks dated 03/22/2024

## EXHIBIT "C"

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 182969 through 183033 in the amount of \$913,209.85

Electronic payment Nos 904107 through 904134 in the amount of \$342,080.02

Wire payment in the amount of \$44,496.42

### Eden

Voucher/Check Nos 173933 through 173945 in the amount of \$205,857.19

Electronic payment Nos 902965 through 902971 in the amount of \$73,295.16

Wire payment in the amount of \$241,478.97



Asst. Finance Director, on behalf of the Finance Director

Checks dated 03/29/2024

## EXHIBIT "D"

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.

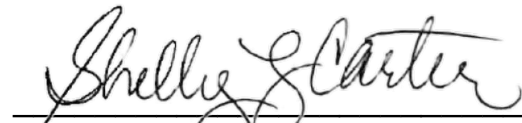
Enterprise ERP

Voucher/Check Nos 183034 through 183098 in the amount of \$209,017.04

Electronic payment Nos 904135 through 904156 in the amount of \$150,793.14

Eden

Voucher/Check Nos 173946 through 173956 in the amount of \$1,587.02



Asst. Finance Director, on behalf of the Finance Director

Checks dated 04/05/2024

TO: City Council  
FROM: Troy Niemeyer, Finance Director  
DATE: April 16, 2024  
SUBJECT: Interlocal Agreement with Thurston County for Indigent Defense Legal Services  
Amendment No. 4

---

1) Recommended Action:

Authorize the Mayor to sign the contract extension with the Thurston County Office of Public Defense.

The Public Health and Safety Committee recommended this item be approved and placed on the consent agenda at its meeting on April 9, 2024.

---

2) Background:

In 2012 the City of Tumwater City Council decided to get out of the court business and contract with Thurston County for court services. In 2013 the City entered into an interlocal agreement with Thurston County's Office of Assigned Council, now referred to as Thurston County Public Defense (TCPD), to provide indigent defense legal services. A supplemental agreement for services was also approved in 2013 detailing the services to be provide and the cost of those services. That agreement was renewed in 2018, 2020, 2022 and is up for renewal again for services in 2025-2026.

Patrick O'Connor, Director of TCPD, presented to this Committee on October 10, 2023 to give a general update on the services they provided under this contract.

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3) Policy Support:

Provide and sustain quality public safety services.

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4) Alternatives:

- ☐ Authorize the Mayor to sign the contract amendment.
  - ☐ Don't authorize the Mayor to sign the contract.
- 

5) Fiscal Notes:

The total cost for the two year agreement is \$484,750 and covers 2025 and 2026. It is \$5,394 (1.1%) higher than the previous agreement.

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6) Attachments:

A. Attachment A – Contract extension



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUMWATER AND  
THURSTON COUNTY FOR INDIGENT DEFENSE LEGAL SERVICES**

**AMENDMENT NO. 4**

This Fourth Amendment for Indigent Defense Legal Services ("Amendment") is entered into this 19th day of April, 2024 by and between the City of Tumwater, herein referred to as the "City," and Thurston County, herein referred to as the "County".

WHEREAS, the City and the County entered into an Interlocal Agreement pursuant to RCW 39.34 on June 4, 2013, whereby the County, through its office of Assigned Counsel (OAC), now referred to as Thurston County Public Defense ("TCPD") agreed to provide indigent defense legal services ("Agreement"); and

WHEREAS, a supplement to the Agreement was entered into on June 4, 2013 to address transition services between July 1, 2013 and August 1, 2013 and it has now expired; and

WHEREAS, a first amendment was entered into on October 18, 2018 extending the terms and amounts of the original Interlocal Agreement and supplement from December 31, 2018 to December 31, 2020; and

WHEREAS, a second amendment was entered into on November 3, 2020 extending the terms and amounts of the original Interlocal Agreement and supplement from January 1, 2021 to December 31, 2022; and

WHEREAS, a third amendment was entered into on June 21, 2022 extending the terms and amounts of the original Interlocal Agreement and supplement from January 1, 2023 to December 31, 2024; and

WHEREAS, Section 10 of the original Inter local Agreement provides that the Agreement may only be amended by written agreement signed by the parties; and

WHEREAS, the City and the County desire to amend the Agreement, supplement and subsequent amendments to continue the services described in the Agreement by extending the term of the Agreement, and changing the compensation paid to TCPD.

NOW, THEREFORE, the parties agree that their agreement executed on June 4, 2013, as supplemented and amended, shall be amended as follows:

1. SECTION 3B Compensation for Services shall be replaced by:

B. The City shall pay TCPD for work performed under this Agreement a total sum not to exceed **Four Hundred and Eighty-four Thousand Seven Hundred and Fifty with no/100 Dollars (\$484,750.00)** for the two-year period of this agreement as follows:

1. The City shall pay TCPD the actual cost of TCPD personnel assigned to Tumwater cases or obtained for overage cases through outside counsel not to exceed **Four Hundred and Sixty-five Thousand Seven Hundred and Fifty and no/100 Dollars (\$465,750.00)** including **ten and three quarters percent (10.75%)** for indirect cost for both years of this agreement.

See next page

2. The City shall also pay TCPD the actual costs of travel, professional services, and extraordinary compensation not to exceed **Four Thousand and no/100 Dollars (\$4,000.00)**, for cases' non-routine expenditures, lay witness fees, mileage and other travel costs for both years of this agreement.

3. The City shall also pay TCPD the actual cost for conflict counsel not to exceed **Fifteen Thousand and no/100 Dollars (\$15,000.00)** for both years of this agreement.

3. SECTION 4A Term and Termination shall be amended as follows:

This Agreement shall commence January 1, 2025 and shall be completed no later than December 31, 2026. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

#### 4. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

Thurston County  
2000 Lakeridge Drive SW.  
Olympia, WA 98512

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

Jon Tunheim, Prosecuting Attorney

\_\_\_\_\_  
By Deputy Prosecutor

TO: City Council  
FROM: Brad Medrud, Planning Manager  
DATE: April 16, 2024  
SUBJECT: Service Provider Agreement with EXP for the Climate Element of the 2025 Comprehensive Plan Periodic Update

---

1) Recommended Action:

The agreement was recommended for approval on the consent calendar by the General Government Committee at their April 10, 2024, meeting.

Authorize the Mayor to sign the Service Provider Agreement with EXP for the Climate Element of the 2025 Comprehensive Plan Periodic Update.

---

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by December 31, 2025.

The Service Provider Agreement will allow the City to start work on the creation of the new Climate Element required by State law. The total cost of the Service Provider Agreement is \$319,880.

---

3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

Policy LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

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4) Alternatives:

☐ None.

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5) Fiscal Notes:

\$319,880 from the State Department of Commerce Climate grant will support this work as part of the 2025 Comprehensive Plan periodic update.

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6) Attachments:

A. Service Provider Agreement with EXP for the Climate Element of the 2025 Comprehensive Plan Periodic Update

**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**2025 COMPREHENSIVE PLAN UPDATE  
CLIMATE ELEMENT DEVELOPMENT**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and EXP U.S. SERVICES, INC., a California corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services and Exhibit “C” Schedule attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than April 1, 2024, and shall be completed no later than December 31, 2025. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

### 3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

In the event of termination, the City shall pay and reimburse the Service Provider for all fees for services performed and direct cost associated with such termination.

### 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed three hundred and nineteen thousand, eight hundred and eighty dollars, and no cents (\$319,880.00) as reflected in Exhibit "B" Budget.

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

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

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

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

## 5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

## 6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

## 7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER INDEMNIFICATION. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all reasonable attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or

connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

## 8. INSURANCE.

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

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

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

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

underground (XCU) if applicable; and employer's liability.

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

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

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

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

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

## 9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents ("Deliverables"), if any, prepared by the SERVICE PROVIDER pursuant to this Agreement. Any use of the Deliverables for any purposes or projects not contemplated by this Agreement, and any use of incomplete Deliverables, shall be at the City's sole risk and without liability or legal expense to Service Provider.

## 10. COMPLIANCE WITH LAWS.

A. The Service Provider shall perform services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed ("Standard of Care"). Consistent with the Standard of Care, the SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a



Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

# 11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by

the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "D" City Contracts – Nondiscrimination In Benefits.

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

## 12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

## 13. NON-APPROPRIATION OF FUNDS.

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

#### 14. CHANGES.

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

#### 15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

#### 16. POLITICAL ACTIVITY PROHIBITED.

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

#### 17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing

and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

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

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

EXP U.S. SERVICES, INC.  
205 North Michigan Avenue, Suite 3600  
Chicago, IL 60601  
UBI No. 603-109-685  
Phone No. (312) 616-0000

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

\_\_\_\_\_  
Signature (Notarized – see below)  
Printed Name: Kyle Henry  
Title: Vice President of Business Development

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:\_\_\_\_\_

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

## Exhibit A – Scope of Services

# SCOPE OF WORK

The Scope of Services is to assist the City of Tumwater in completing the necessary Climate Guidance Steps, Tasks and Deliverables, consistent with the City's Contract Scope of Work with the Washington State Department of Commerce (Commerce) and Grant Objectives A & B:

- **Grant Objective A: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes a Climate Element and related updates to other Plans and Elements as part of the 2025 Comprehensive Plan periodic update process.**
  - Action A.1 “Engage the community in the development of a Climate Element and related updates to other Plans and Elements.”
  - Action A.2 “Prepare a draft Climate Element and related updates to other Plans and Elements.”
  - Action A.3 “Adopt the Climate Element and related updates to other Plans and Elements.”
- **Grant Objective B: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes municipal code and related development guide amendments related to the new Climate Element and related updates to other Plans and Elements as part of the 2025 Development Code periodic update process.**
  - Action B.1. “Engage the community in the development of a Climate Element and related updates to municipal code and related development guides.”
  - Action B.2. “Prepare development regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element.”
  - Action B.3. “Adopt development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element.”

The table on the next page contains an overview of the six tasks and deliverables, and the following pages contain additional details on subtasks.

<b>TASK</b>	<b>SCOPE</b>	<b>DELIVERABLES</b>
Task 1: Project Administration	Project Kick-Off and coordination meetings with City Staff. Develop and facilitate a Climate Policy Advisory Team made up of representatives from multiple City departments throughout the project.	Meeting agendas, presentations, notes
Task 2: Develop an Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy	Develop an Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy to address the Department of Commerce Climate Element Planning Guidance. Developing this Addendum includes reaching out to community- based organizations or other leaders in the community to determine how they would prefer to participate in the process, any needs they have that would need to be met in order for them to participate, and to cooperatively schedule and site public engagement opportunities. The consultant will prepare information for stakeholders and present to the Thurston Climate Mitigation Collaborative Community Advisory Workgroup	Meeting agendas, presentations, notes, informational materials, Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy
Task 3: Implement the Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy	Facilitate meetings, do targeted outreach to overburdened populations, and solicit feedback from public engagement following the direction of the State Department of Commerce Climate Element Planning Guidance. Produce a report inclusive of all comments, ideas, and concerns expressed by members of the public through the public engagement strategy as it relates to the Climate Element.	Public Engagement Results Report DRAFT
Task 4: Prepare Drafts	Utilize the State Department of Commerce Climate Element Planning Guidance Appendix B Climate Element Workbook to guide and record steps taken for Document Review/Gap Analysis and Resilience/Greenhouse Gas Emissions (GHG) Reduction Sub-Elements. The workbook document will be shared frequently with City Staff. Draft code amendment language necessary to ensure consistency within the Tumwater Municipal Code. Produce a memorandum outlining all necessary changes and suggested language to the other Comprehensive Plan elements to ensure consistency and full integration of the Climate Element.	Draft Sub-elements and Memorandum on Consistency and Integration



<b>TASK</b>	<b>SCOPE</b>	<b>DELIVERABLES</b>
Task 5: Refine Drafts	Engage internal and external stakeholders and partners to identify and address any concerns with the proposed updates. This includes briefings with various committees and the City Council. Produce a public-facing document showing how comments were addressed for accountability. Make those edits to the draft Sub-Elements and Development Code Amendments. After edits have been made to the Sub-Elements and Development Code Amendments, update the Memorandum of Consistency to reflect the changes. Work with City Staff to transmit the draft ordinances and Climate Element to the Department of Commerce for review.	Integration of relevant feedback to edit the Sub-Elements, Development Code Amendments, and Memorandum of Consistency
Task 6: Finalization and Formal Approval Process	Coordinate with staff to attend and present at Planning Commission, General Government Committee, and City Council work sessions and City Council meetings to facilitate the successful adoption of the Climate Element and Development Code Amendments. If the City Council request changes, make those changes in coordination with staff in such a way to stay within the adoption process schedule.	Adopted updates and transmittal for state review Final Public Engagement Results Report

## Task 1: Project Administration

### 1.1 QA/QC and Workplan refinement.

**QAQC includes project management and quality review of deliverables.**

**Workplan refinement includes working with City Staff to:**

- Review and potentially refine the workplan and schedule.
- Set a decision context.
- Set draft vision & guiding principles.

### 1.2 Coordination meetings with City Staff and CPAT Development.

**Project Kick-off / Decision Context and Coordination Meetings with City Staff in March 2024**

- The kickoff meeting will be the first of regularly scheduled virtual meetings with City staff until Task Five is complete, then as needed to support finalization and approval.

**Work with City Staff to develop and facilitate a Climate Policy Advisory Team**

- Set the stage for this collaborative effort to build out a process customized to not only fulfill state requirements, but also to address Tumwater's specific needs, which include broad representation, a streamlined operational framework, and a commitment to inclusivity and expertise.
- the Recruitment Process will involve direct invitations based on recommendations, as well as officially announcing the CPAT formation using various channels (local media, online platforms, community meetings) to reach potential candidates. We will develop clear criteria for selecting members, focusing on expertise, stakeholder representation, and commitment to the objectives of the Climate Element.
- Align with the broader goals for the Comprehensive Plan Update related to affordable housing, economic development, capital facilities planning, and diversity-equity-inclusion.

## Task 2: Develop an Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy

### 2.1 Incorporate Commerce Planning Guidance to develop Public Engagement Strategy Addendum.

**Strategize how to engage the community in the development of a Climate Element and related updates to other plans and elements in alignment with the broader Tumwater Public Engagement Strategy.**

- Develop Public Engagement Strategy Addendum which aligns with state guidance and Tumwater's Public Engagement Strategy.

- Prepare informational materials for the community and stakeholders related to the Climate Element and related updates to other Plans and Elements.
- Develop and update social media materials related to the Climate Element and related updates to other plans and elements.
- Support Community Survey development with questions related to the Climate Element.

## 2.2 CBO/Stakeholder Outreach for Feedback.

**Integrate Climate Element planning guidance for engaging community-based organizations and meeting their needs.**

- Identify vulnerable and/or overburdened populations and community-based organizations for targeted outreach.
- Inform the community and stakeholders in an engaging and creative way, soliciting feedback and making sure that they feel heard.
- Develop Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy.

## 2.3 Presentation to Thurston Climate Working Group and Others.

**Support/host meetings and outreach events, including a presentation to Thurston Climate Working Group.**

- Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable and/or overburdened populations, inform and solicit feedback from the community and stakeholders, and develop and update social media materials related to the Climate Element and related updates to other Plans and Elements.

# Task 3: Implement the Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy

## 3.1 Targeted Outreach.

**Elicit public feedback, document it, and incorporate it to ensure robust public engagement.**

- Develop outreach materials.
- target outreach to overburdened populations.
- solicit feedback.
- Public Engagement Results Reports for Sub-elements and Development Code amendments.
- Align with broader Comprehensive Plan Public Engagement Strategy.

### 3.2 Public Engagement Results Reports for Sub-Elements and Development Code Amendments.

**The Public Engagement Results Report will address the Climate Element, related updates, and Development Code Amendments, with informational materials used to engage the public.**

## Task 4: Prepare Drafts

### 4.1 Existing Document Review and Gap Analysis.

**An audit of existing plans and policies for climate resilience opportunities, gaps, and barriers.**

- Based on results of research, compliance, and public engagement, develop broad recommendations for Sub- elements and Development Code amendments.
- Inquire whether there are any policies which are insufficient or maladaptive in addressing the nine specific hazards in the Thurston Hazard Mitigation Plan.

### 4.2 Resilience Sub-Element.

- Utilize the University of Washington’s Climate Mapping for a Resilient Washington web tool and other resources, as needed, to explore expected local climate impacts.
- Describe key shocks and stressors and the related exposure. Identify significant asset-hazard pairs that will impact the City and rank them based on likelihood and magnitude of risk.

### 4.3 GHG Reduction Sub-Element.

- Review Tumwater’s existing GHG emissions inventory.
- Produce a list of goals and policies to yield reductions that meet targets, utilizing state Menu of Measures.
- Prioritize measures based on impact, cost, equity, and feasibility criteria.

### 4.4 Draft Sub-Elements and Development Code Amendments.

- **GHG Sub-Element** Develop draft goals, policies, and an implementation plan to reduce both vehicle miles traveled and GHG emissions to target levels.
- **Resilience Sub-Element** Apply findings to adapt existing goals and policies and develop new goals and policies to develop the Resilience Sub-element. These will promote co-benefits and prioritize actions that benefit overburdened communities. There will be at least one goal for each of the 11 sectors in the state guidance.
- Ensure that **Development of Code amendments** is consistent with Tumwater Municipal Code.

#### 4.5 Memorandum of Consistency and Integration.

- Summarize how the Climate Element is consistent with the Capital Facilities Plan, Conservation Element, Land Use Element, Transportation Plan, and Utilities Element updated as part of the 2025 Comprehensive Plan periodic update.

### Task 5: Refine Drafts

#### 5.1 Engage internal/external stakeholders, City Council, and various committees.

- Provide internal and external stakeholders multiple opportunities to weigh in on drafts of the Element.

#### 5.2 Refine Sub-Elements and Development Code Amendments.

- Address relevant feedback and provide a public-facing document to show how comments were addressed in the planning process, or how they will be addressed during implementation.

#### 5.3 Memorandum of Consistency and Integration Update to integrate feedback.

- Produce the appropriate Sub-element and Development Code amendments and Memorandum of Consistency and Integration.

### Task 6: Finalization and Formal Approval Process

#### 6.1 Presentations to Planning Commission, General Government Committee, and City Council work sessions/meetings.

- Provide support and presentations (if needed) for work sessions and other meetings.
- Address any requested changes from the City Council in a timely manner.
- Produce the Public Engagement Results Report.

#### 6.2 Support Tumwater's Adoption and Transmittal of the draft 2025 Development Code Update Ordinance, including the Climate Element and related updates to other Plans and Elements to the State Department of Commerce for State agency review.

- Facilitate successful adoption of Plan and Code Updates.
- Set the stage for Plan Implementation and Measuring Progress.

## Exhibit B – Budget

The budget for the requested scope of work shall not exceed \$319,880.

TASK	DESCRIPTION	HOURS	COST
<b>1</b>	<b>Project Administration</b>		<b>\$ 12,200</b>
	QA/QC	20	\$ 5,000
	Coordination meetings with City Staff and CPAT Development	40	\$ 7,200
<b>2</b>	<b>Develop Public Engagement Strategy Addendum to Address CE</b>		<b>\$ 26,320</b>
	Incorporate Commerce Planning Guidance to develop Public Engagement Strategy Addendum	40	\$ 6,400
	CBO/Stakeholder Outreach for Feedback	80	\$ 12,000
	Presentation to Thurston Climate Working Group	44	\$ 7,920
<b>3</b>	<b>Implement Public Engagement Strategy Addendum to Address CE</b>		<b>\$ 23,400</b>
	Targeted Outreach	60	\$ 9,000
	Public Engagement Results Reports for Sub-Elements and Development Code Amendments	80	\$ 14,400
<b>4</b>	<b>Prepare Drafts</b>		<b>\$ 112,200</b>
	Existing Document Review and Gap Analysis	120	\$ 19,200
	Resilience Sub-Element	120	\$ 24,000
	GHG Reduction Sub-Element	120	\$ 24,000
	Draft Sub-Elements and Development Code Amendments	180	\$ 36,000
	Memorandum of Consistency and Integration	50	\$ 9,000
<b>5</b>	<b>Refine Drafts</b>		<b>\$ 103,200</b>
	Engage internal/external stakeholders, City Council, and various committees	240	\$ 43,200
	Refine Sub-Elements and Development Code Amendments	220	\$ 44,000
	Memorandum of Consistency and Integration Update to integrate feedback	80	\$ 16,000
<b>6</b>	<b>Finalize and Approve</b>		<b>\$ 34,560</b>
	presentations to Planning Commission, General Government Committee, and City Council work sessions/meetings	192	\$ 34,560
	Travel, supplies		\$ 8,000
	<b>Total</b>	<b>1686</b>	<b>\$ 319,880</b>

## Exhibit C – Schedule

*This schedule is subject to change if the state extension to December 31, 2025, will apply to the grant funding.*

Task 1: Project Administration

March 2024 – June 2025

Task 2: Develop an Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy

March 2024 – May 2024

Task 3: Implement the Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy

May 2024 – June 2025

Task 4: Prepare Drafts

June 2024 – September 2024

Task 5: Refine Drafts

September 2024 – November 2024

Task 6: Finalization and Formal Approval Process

November 2024 – June 2025

## Exhibit D – City Contracts – Nondiscrimination In Benefits

### **Chapter 3.46**

#### **CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS**

##### Sections:

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

##### **3.46.010 Definitions.**

For the purpose of this chapter:

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

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

##### **3.46.020 Nondiscrimination in benefits.**

- A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor



is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

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

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

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

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

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

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

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

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

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

**3.46.030 Limitations.**

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

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

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

**3.46.040 Powers and duties of the city administrator.**

The city administrator shall have the power to:

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

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

**3.46.050 Appeals.**

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

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

**3.46.060 Effective date.**

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

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

TO: City Council  
FROM: Brad Medrud, Planning Manager  
DATE: April 16, 2024  
SUBJECT: Service Provider Agreement with Fehr & Peers for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update

---

1) Recommended Action:

The agreement was recommended for approval on the consent calendar by the General Government Committee at their April 10, 2024, meeting.

Authorize the Mayor to sign the Service Provider Agreement with Fehr & Peers for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update.

---

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by December 31, 2025.

The Service Provider Agreement will allow the City to start work on the update of the City's Transportation Plan as required by State law. The total cost of the Service Provider Agreement is \$304,925.

---

3) Policy Support:

Comprehensive Plan Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

Comprehensive Plan Policy LU-1.1: Ensure the Land Use Element is consistent with adopted County-Wide Planning Policies and integrate transportation considerations into land use decisions, and vice versa.

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4) Alternatives:

☐ None.

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5) Fiscal Notes:

\$100,000 from the State Department of Commerce Periodic Update grant and \$100,000 from the State Department of Commerce Climate grant will support this work as part of the 2025 Comprehensive Plan periodic update. The remainder of the funding (\$104,925) for the project will come from general funds.

---

6) Attachments:

- A. Service Provider Agreement with Fehr & Peers for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update
- B. Service Provider Agreement Exhibit A Scope
- C. Service Provider Agreement Exhibit B Budget
- D. Service Provider Agreement Exhibit C TMC 3.46

**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**TRANSPORTATION MASTER PLAN AND TRANSPORTATION IMPACT  
FEE PROGRAM UPDATES**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Fehr & Peers, a California corporation registered to do business in the State of Washington, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than April 1, 2024, and shall be completed no later than December 31, 2025. This Agreement may be extended additional periods of time upon mutual written agreement of the parties.

### 3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

### 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed three hundred and four thousand, nine hundred and twenty-five dollars (\$304,925) as reflected in Exhibit "B" Budget.

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

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

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

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

### 5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the

discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY, which shall not be unreasonably withheld, and shall be subject to the CITY'S general rights of inspection and review to secure the completion thereof.

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

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

#### 6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

#### 7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER INDEMNIFICATION. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington



State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

## 8. INSURANCE.

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

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

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

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

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

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

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

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

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

#### 9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

#### 10. COMPLIANCE WITH LAWS.

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

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

#### 11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this

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

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule, or government contract.

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

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

F. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or

subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

#### 16. POLITICAL ACTIVITY PROHIBITED.

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

#### 17. PROHIBITED INTEREST.

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

#### 18. NOTICE.

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

#### 19. ATTORNEYS FEES AND COSTS.

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

#### 20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been

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

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

## 21. SEVERABILITY.

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

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

## 22. ENTIRE AGREEMENT.

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

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

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

FEHR & PEERS  
950 Pacific Avenue, Suite 1220  
Tacoma, WA 98402  
UBI No.  
253-343-0165

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

\_\_\_\_\_  
Signature (Notarized – see below)  
Printed Name:  
Title:

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:\_\_\_\_\_

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



# Scope

Date: March 29, 2024

To: Mary Heather Ames, Bernie Gertje, and Brad Medrud; City of Tumwater

From: Daniel Dye & Dan Grayuski, Fehr & Peers

**Subject: City of Tumwater Transportation Master Plan and Impact Fee Updates-Draft Scope (v2)**

P24-0167

## Scope of Work

During the term of this agreement, Fehr & Peers (CONSULTANT) and team will perform professional services in connection with the update of the Transportation Master Plan (TMP) and Transportation Impact Fee (TIF) program as described in the following scope of work. This agreement will commence with the issuance of a Notice to Proceed by the City of Tumwater (CITY).

## Project Overview

The updated Tumwater TMP will provide a framework to guide transportation investments over the next 20 years in accordance with the community's transportation priorities. It will be developed through close collaboration between CITY staff, stakeholders and the public at-large, and the Planning Commission and City Council to help improve mobility and quality of life. The purpose of this scope is to outline the CONSULTANT team's tasks and deliverables in the TMP process.

In addition to the TMP update, the CONSULTANT will work with CITY staff to update the TIF, incorporating project lists updated and reviewed as part of the TMP and ensuring that recent legislative changes are incorporated in the program design.

No Environmental Impact Statement or environmental checklist is included in this scope of work, although much of the information developed as part of this scope of work may be utilized by CITY staff if environmental documentation is required.





The project team will be led by the CITY project manager and will include the CONSULTANT team project manager, CONSULTANT team members, and other CITY staff.

The CONSULTANT will perform the following tasks:

## **Task 1 – Project Management**

### **1.1 Kickoff Meeting (April 2024)**

The CONSULTANT will attend an in-person project kickoff meeting to review project scope, schedule, budget, and deliverables to ensure expectations are clear. That meeting will discuss the relationship between the TMP and the TIF update, as well as the timing of touches with the community, Planning Commission and City Council throughout the project.

*Deliverables:*

- Meeting agenda
- Meeting summary with actions

### **1.2 Biweekly Check-in Calls and Invoicing (April 2024-November 2025)**

The CONSULTANT will attend up to 30 half-hour biweekly check-in calls with the CITY's project manager. The bi-weekly check in calls are expected to occur between April 2024 and November 2025, and will likely be less frequent at certain phases of the project, such as during the comprehensive plan adoption process in the latter half of 2025. In advance of biweekly check-in calls, the CONSULTANT will prepare an agenda and follow up on the meeting with notes summarizing action items.

The CONSULTANT will also provide monthly invoices and progress reports documenting the status of both scope progress and budget expenditure.

*Deliverables:*

- Biweekly check-in calls, agendas, and meeting notes
- Monthly invoices and progress reports

## **Task 2 – Laying the Groundwork**

Over the years, the CITY has undertaken many efforts related to transportation planning. These efforts have resulted in the identification of a variety of values, goals, and policies for transportation. The purpose of this task is to identify a single, unified set of transportation priorities that advance the CITY's overall vision for transportation, which will guide overall development of the TMP's vision and goals. It is assumed that these priorities will set the framework for any future updates to the CITY's transportation policies, including level of service and administrative policies.



While the set of priorities do not have to be final, the end goal of this task is to be able to succinctly state four to six priorities for the CITY to remain laser-focused on in developing its TMP.

## **2.1 Priorities Workshop (May 2024)**

The CONSULTANT team will lead a two-hour in-person workshop with CITY staff to identify 4-6 priorities for the TMP. The CONSULTANT will strategize with CITY staff on best framing for the conversation to ensure a productive workshop.

The CONSULTANT will produce a summary of the workshop for the project record, identifying apparent transportation priorities to help guide the balance of the project. The CITY will review the summary and provide one round of comments, which the CONSULTANT will use to update the final workshop summary.

### *Assumptions:*

- CITY staff will select and invite participants
- Meeting will be held in person

### *Deliverables:*

- Workshop materials including the meeting agenda and PowerPoint slides
- Draft and final meeting summary, which summarizes the transportation priorities

## **Task 3 – Public and Stakeholder Outreach Support**

Building champions for the TMP is incredibly important. Community engagement is a key component of the overall process.

This engagement effort will be performed in close coordination with outreach for the Comprehensive Plan Update. The CITY will lead public outreach efforts for the TMP and TIF update, with the CONSULTANT providing supporting materials and attending up to two in person outreach events.

## **3.1 Public Outreach (May 2024-July 2025)**

The CONSULTANT will develop communication material and assist CITY staff via attendance and participation at one in-person outreach event to inform community members and stakeholders and gather their feedback.

### *Assumptions:*



- CONSULTANT will provide digital materials for up to four public outreach activities. These materials could include project flyers, fact sheets, poster sized maps and other collateral, and website text.
- The CONSULTANT has reserved up to 45 hours for the preparation of these materials (shown as 3.1.1 in the fee table).
- CITY will print any materials needed for in-person engagement and will host all online content.
- CONSULTANT will prepare for and participate in one in-person outreach event (up to two hours per event), as identified by CITY staff.

*Deliverables:*

- Materials for outreach activities
- Attendance at up to one in-person event

### **3.2 City Council and Planning Commission Meetings (August 2024-December 2025)**

The CONSULTANT is available to support CITY Staff at up to five meetings to either the City Council or Planning Commission over the course of this project. These meetings may include either the CONSULTANT providing a formal presentation or participating in a discussion. The hours associated with this task include preparation of meeting materials as well as virtual participation in meetings.

Additionally, the CONSULTANT will prepare for and attend one joint Planning Commission-City Council Transportation Tour, no longer than four hours.

*Deliverables:*

- CONSULTANT attendance at up to five City Council or Planning Commission meetings (virtual)
- Meeting presentation materials
- Attendance at transportation tour

## **Task 4 – Technical Foundation**

This task covers many of the technical tasks needed to complete the TMP, including the compilation and interpretation of data and travel forecasting based on TRPC's travel model.

### **4.1 Data Collection (April-May 2024)**

The CONSULTANT will coordinate with CITY staff on data availability, leveraging CITY technical resources wherever possible. This task includes time for reviewing the CITY's GIS database, collaborating with CITY staff on additional data needs/gaps, and if needed, purchase of count data or "big data" to support technical analysis.



*Assumptions:*

- Close coordination with CITY staff
- The CITY will provide historic traffic count data
- The CONSULTANT will facilitate up to \$10,000 worth of data collection (the equivalent of up to 40 PM peak period turning movement counts OR 40 volume only tube counts for roadway segments) if needed to fill data gaps

*Deliverables:*

- All GIS data files will include metadata that includes file summary, description and date and updates provided to CITY staff
- Traffic count information

#### **4.2 Travel Demand Model & LOS Analysis (April-June 2024)**

The CONSULTANT will coordinate with Thurston Regional Planning Council (TRPC) staff on their runs of the regional trip-based travel demand model. The model runs by TRPC will be used to create traffic volume forecasts for up to two alternatives. The CONSULTANT will evaluate intersection level-of-service (LOS) grades as part of this task, and future forecasted LOS as part of Task 6.2. CONSULTANT will not run the TRPC model due to land use data privacy considerations but will need access to model output results as part of this process.

##### **Base Year Model**

City of Tumwater land use information and transportation network assumptions from the TRPC model will be coordinated by TRPC and CITY staff. All validation and calibration of the existing year model is assumed to be completed by TRPC staff.

The transportation network will be evaluated for a 2024 existing scenario using segment level volumes (likely based on the TRPC existing year model) and intersection LOS (likely based on actual turning movement counts). A Synchro network will be developed to provide average intersection delay and LOS using the Highway Capacity Manual (HCM) methodology for up to 40 intersections and volume/capacity (V/C) ratios for up to 10 roadway segments.

*Assumptions:*

- TRPC will complete all model runs
- The CITY will provide TRPC with any necessary updates to the land use estimates for the base year
- Up to 40 intersections will be evaluated in Synchro for existing conditions and up to 10 roadway segments will be evaluated based on V/C ratios

*Deliverables:*

- LOS tables/maps for up to 40 intersections and 30 roadway segments



### 4.3 Planning Context and Existing Conditions (May-June 2024)

CONSULTANT will work with CITY staff to determine a set of key transportation issues. Once the key transportation issues are identified, CONSULTANT will use these findings to conduct a needs assessment for the following transportation modes and programs:

- Vehicle Congestion
- Active transportation (biking, walking, rolling, etc.)
- Transit Needs
- Freight and Truck Mobility
- Collision data
- Equity
- Potentially others as identified during completion of Tasks 2 and 3

This assessment will include an evaluation of existing conditions for the items identified above.

Specifically for safety, CONSULTANT will summarize collision data and develop heat map figures of collisions that occurred over the most recently available five-year span, contributing circumstances, vehicle actions, and/or severity.

The CONSULTANT will develop a brief memorandum documenting the planning context and existing conditions analysis and findings.

#### *Assumptions:*

- CITY will provide CONSULTANT with available technical data (such as roadway, bike facility, and sidewalk GIS inventory data) within two weeks of data request

#### *Deliverables:*

- Draft and final memorandum with figures documenting existing conditions for the above topics

### **Task 5 – Modal Network Development and MMLOS Policies**

This task is focused on developing a multimodal level of service (MMLOS) framework for Tumwater. It will identify priority networks for each mode and identify level of service policies for each network, which will be confirmed in later phases of the project once the travel demand forecasting is complete. This task also includes the CONSULTANT providing suggested edits to the policies included in the TMP of the CITY's currently adopted Comprehensive Plan.



## 5.1 Creation of Layered Network (July-August 2024)

After completing the LOS analysis and planning context/existing conditions under Task 4, the CONSULTANT will develop a series of proposed layered networks for the City of Tumwater that include the following modal priority networks:

- Pedestrian
- Bicycle
- Transit, which will include consideration of planned networks by Intercity Transit
- Freight
- Auto

### *Deliverables:*

- Draft and final priority network maps (pdf, geodatabases including shapefiles and layer files, and .mxd files).
- Draft and final memo describing how these priority networks guide infrastructure recommendations and tie to LOS policies

## 5.2 Level of Service (June 2024)

CONSULTANT will lead one meeting with CITY staff, in which CONSULTANT will work to develop multimodal LOS standards (for autos/trucks, transit, bikes, and pedestrians) that support Tumwater's goals. These LOS standards will relate to the CITY's updated goals and policies.

### *Deliverables:*

- Meeting materials including agenda and meeting summary
- Draft and final memorandum summarizing recommended MMLOS policy

## **Task 6 – Project Prioritization, Selection, Costing, Funding Identification, and Policies Update**

Following on the understanding of trends and the identification of priorities, the CONSULTANT will identify future projects that advance the CITY's priorities, explore the costs of the projects, how they would be funded, and recommend updates to policies in the CITY's TMP.

### 6.1 Prioritization Criteria (August 2024)

Building off the technical analysis and community input acquired in Tasks 2 through 5, the CONSULTANT will work with the CITY to develop criteria to prioritize the proposed draft project list (see task 6.3). Then, the CONSULTANT will refine the spreadsheet based on CITY comments for use in project evaluation.



*Deliverables:*

- Draft and final memorandum and spreadsheet of summary prioritization metrics.

## **6.2 Future Year Modeling (August-November 2024)**

The future year scenarios for the TMP will be evaluated in this phase. The CITY will provide TRPC with the appropriate land use and transportation network assumptions within the City of Tumwater for TRPC to develop inputs to the travel model. TRPC will also be responsible for updating the model inputs outside of the CITY consistent with the regional assumptions. The travel model will be used to evaluate up to two future year scenarios. The CONSULTANT will use the TRPC model results in the following way:

- Segment level V/C ratios will identify segment-based LOS for up to 10 roadway segments
- The CONSULTANT will create turning movement forecasts for up to 40 intersections and complete Synchro analysis

*Deliverables:*

- Travel demand forecasts and Synchro files for two future year scenarios
- Draft and final forecasting and future operations memo.

## **6.3 Project List Development (November-December 2024)**

Building on the prior tasks, the CONSULTANT will begin to identify multimodal projects to improve Tumwater's transportation infrastructure. This includes reviewing transportation projects in adopted CITY plans and programs as well as suggesting capital improvements that fill a gap in the multimodal networks or address LOS standard deficiencies. These improvements will address needs identified for all modes in Task 5 and will be prioritized using transportation prioritization criteria established in Task 6.1.

The CONSULTANT will lead one virtual workshop with CITY staff to review the list of transportation projects in adopted plans and programs, projects developed as part of this task, and any outstanding project list needs.

*Assumptions:*

- CITY staff will provide a list of multimodal transportation projects currently planned for Tumwater and actively participate in project list development meetings

*Deliverables:*

- Meeting materials including agenda and meeting summary
- Draft and final list and description of projects with initial prioritization ranking (see also financially constrained project list under task 6.4)



- Draft and final map of identified projects

#### **6.4 Project Costing (November-December 2024)**

The CONSULTANT will inform the development of a financially constrained project list, by providing planning-level cost information. This includes “order-of-magnitude” per-mile costs for line items including intersection improvements, sidewalks, bicycle facilities, roadway extensions, and complete streets enhancements. These “order of magnitude” costs will not consider context-specific considerations, such as right of way or slope.

##### *Assumptions:*

- CONSULTANT will provide order-of-magnitude costing for the remaining projects from the project list (up to 16 hours)
- Additional projects to be costed will be considered as additional scope of services

##### *Deliverables:*

- One (1) draft and one (1) final PDF copy (and native Excel file) of planning level estimates (summary and backup) with location map of projects

#### **6.5 Funding Assessment (December 2024-January 2025)**

To ensure that there are appropriate financial resources available to complete the identified policies, programs, and projects, CITY staff will develop information about Tumwater’s funding capacity for transportation capital projects. CITY staff will first complete a capacity analysis to evaluate baseline funding available over the planning period based on:

- Review of historical transportation revenues
- Any current transportation funding projections
- Update long term (20 years) funding projections
- Review of historical transportation revenues, by source
- CONSULTANT will help identify potential funding options for filling any identified funding gaps
- CITY will assess expected future costs using the current policy, programmatic, and project costs and projected future needs from the prior subtasks

The CONSULTANT will compare the CITY led funding capacity to estimated programmatic expenses and the cost of the initial project list, to demonstrate the CITY’s ability to fund their desired projects during the planning period. If a funding gap is identified, CONSULTANT will identify potential new sources of revenues that could be considered (including but not limited to updated transportation impact fees, local improvement districts, transportation benefit districts, grant funding, etc.) to develop a funding strategy to balance identified needs with resources. Both a draft and final funding section will be prepared based on the analysis. In addition, policies





related to transportation funding and implementation will be reviewed and modified to be consistent with the funding plan.

*Assumptions:*

- The work will be conducted primarily by CITY finance staff, with support from CONSULTANT

*Deliverables:*

- Draft and final memorandum with funding capacity and needs comparison, as well as potential funding sources (draft, and final)

## **6.6 Transportation Policies Update and Mode Shift Targets (July-December 2024)**

The CONSULTANT will provide recommended updates to the policies contained in the most current version of the TMP. These recommended updates will include suggested edits to current policies, removal of policies, and addition of policies to respond to guidance from the Department of Commerce, TRPC, and align with the priorities identified in Task 2.1 and layered network and level of service policies developed in Tasks 5.1 and 5.2, as well as other potential recommendations developed in Tasks 6.1-6.5.

Additionally, the CONSULTANT will work with the CITY to develop targets for vehicle miles traveled (VMT) reduction and mode shift away from single occupancy vehicles in order to align with the targets in the Thurston Climate Mitigation Plan.

*Deliverables:*

- Draft and final memorandum summarizing recommended edits to TMP policies and VMT/mode shift targets
- Matrix of policy changes (additions, deletions, and modifications) provided in track changes document

## **Task 7 – Document Production**

The goal of this task will be to create Tumwater's draft TMP document, which lays out the vision developed through the prior tasks in this scope.

### **7.1 Administrative Draft Plan (January 2025-February 2025)**

Based on findings of Task 1 through 6, the CONSULTANT will compile an updated TMP document. This document will be concise and reader-friendly, while also conveying the necessary information to fulfill the scope items described above.



*Assumptions:*

- A single consolidated round of comments will be compiled by CITY staff and provided to CONSULTANT
- CONSULTANT will reserve up to 20 hours of staff time to respond to comments

*Deliverable:*

- Administrative Draft plan (PDF)

## **7.2 Draft Plan (March 2025)**

In response to a single consolidated round of comments from CITY staff, the CONSULTANT will prepare a Draft Plan, to be released to the public and Planning Commission/City Council for review.

*Assumptions:*

- A single consolidated round of comments will be compiled by CITY staff and provided to CONSULTANT
- CONSULTANT will reserve up to 30 hours of staff time to respond to comments

*Deliverable:*

- Draft Plan (including tagged/accessible PDF for public review)

## **7.3 Final Plan (April-May 2025)**

In response to a single consolidated round of comments from CITY staff, the CONSULTANT will prepare a Final Plan for adoption.

*Deliverables:*

- Final Plan (PDF)

## **Task 8 – Transportation Impact Fees Update**

The goal of this task will be to update the CITY's transportation impact fee program.

### **8.1 Impact Fee Kickoff Meeting (May 2025)**

CONSULTANT will initiate the impact fees update by holding a staff workshop that asks the following key questions, which are central to this impact fee update:

- What is working well with the CITY's current impact fee program and what should be changed?
- What types of multimodal projects should impact fees fund?
- Should the program be vehicle-trip based or person-trip based?



- Should the program be based on a single, citywide rate or should it be zone-based?
- What types of land use categories should be included in the fee schedule?
- How do Tumwater's transportation impact fee rates compare to other Washington communities and what is the appetite for raising rates?

*Deliverable:*

- Notes from the kickoff meeting that document staff responses to the key questions

## **8.2 Review and Update Transportation Project List (June 2025)**

CONSULTANT will review the multimodal transportation project list developed as part of Tumwater's TMP to identify capital projects that could meet impact fee eligibility. CONSULTANT will meet with staff to discuss potential projects for inclusion in the CITY's impact fee program and confirm an initial draft list. Following the meeting, CITY staff will provide CONSULTANT with the most current information available about project costs (although this information should be largely developed in previous tasks) and any identified non-impact fee funding sources for projects. CONSULTANT will compile this information to develop an initial draft transportation impact fee project list.

*Deliverable:*

- Draft transportation impact fee project list, with costs and funding availability

## **8.3 Calculate Existing Deficiencies (June-July 2025)**

CONSULTANT will calculate the existing deficiency portion of transportation projects based on adopted level of service policies. This will be based on CONSULTANT's work on the CITY's TMP. No new LOS analysis is assumed as part of this project.

*Deliverable:*

- Table of existing deficiencies for each project

## **8.4 Update Growth Estimates (June-July 2025)**

CONSULTANT will summarize expected residential and commercial growth within the city consistent with the growth assumptions applied for the TMP future year analysis. We will then convert the land use growth to trips for calculation of the impact fee using the TRPC travel model.

*Deliverable:*

- Spreadsheet of land use and trip growth

## **8.5 Determine Share of Trips Attributable to Growth in Tumwater (July 2025)**

CONSULTANT will apply the TMP version of the TRPC model to estimate trips occurring on each of the proposed transportation projects, identifying the percentage of trips attributable to city growth.



*Deliverable:*

- Spreadsheet documenting growth portion in Tumwater

### **8.6 Calculate Impact Fee Rate and Update Fee Schedule (August 2025)**

CONSULTANT will calculate a new 'cost per trip end' that is translated into an impact fee schedule. We will update the fee schedule to reflect the new 'cost per trip end,' updated land use categories (based on discussion with CITY staff in the kickoff meeting), and the most recent version of the Institute of Transportation Engineers *Trip Generation Manual*. Potential updates include: revised land use categories, setting rates by geographic area, or rate variations based on differences in mode share.

*Deliverable:*

- Spreadsheet documenting cost per trip end and revised fee schedule

### **8.7 Prepare Impact Fee Rate Study (October 2025)**

CONSULTANT will develop a short report documenting the impact fee rate methodology and results.

*Deliverable:*

- Report documenting rate program update (for reference in CITY ordinance)

### **8.8 Meetings/Council Presentation (April 2025-November 2025)**

CONSULTANT staff will attend up to four conference calls with staff (beyond the kickoff meeting) to discuss results of the analysis. We will also present the results of the updated impact fee study to City Council.

*Deliverable:*

- Four conference calls
- Presentation and virtual attendance at City Council meeting

# The Proposal for

## Sanwater Transportation Master Plan and Transportation Impact Fee

### Exhibit "B" - Budget

	Fehr & Peers						Labor Hours	Direct Costs	Total
	Project Manager	Principal-in-Charge	Sr. Planner/Engineer	Project Planner/Engineer	Graphics	Project Coordinator			
<b>Tasks</b>	\$225	\$340	\$150	\$135	\$190	\$145			
<b>Task 1 - Project Management</b>									
1.1 Kickoff	5	4	4			2	15	\$290	\$3,665
1.2 Meetings and Invoicing	50	10	30			32	122	\$950	\$24,740
<b>Task 2 - Laying the Groundwork</b>									
2.1 Priorities Workshop prep, facilitation, and follow up	12	4	12			4	32	\$410	\$6,850
<b>Task 3 - Public and Stakeholder Outreach Support</b>									
3.1 Public Outreach	12	2	16	2		12	44	\$460	\$8,250
3.1.1 Public Outreach Materials	4	2		8	31	0	45	\$340	\$8,890
3.2 City Council and Planning Commission Meetings	24	5	16		5	6	56	\$575	\$11,895
<b>Task 4 - Technical Foundation</b>									
4.1 Data Collection (includes \$10,000 data costs)	5		15	25		6	51	\$10,300	\$17,920
4.2 Model and LOS	16	2	15	35	5	9	82	\$540	\$14,050
4.3 Planning Context and Existing Conditions	16	4	25	60	24	16	145	\$950	\$24,640
<b>Task 5 - Modal Network and MMLOS</b>									
5.1 Layered Network	10	4	20	30	15	10	89	\$600	\$15,560
5.2 Level of Service (includes meeting)	8	4	12	12		5	41	\$290	\$7,595
<b>Task 6 - Project Prioritization, Costing, Funding, and Policies</b>									
6.1 Prioritization Criteria	10	4	10	20	5	6	55	\$390	\$10,020
6.2 Future Year Modeling	12	2	15	65	4	12	110	\$680	\$17,585
6.3 Project List Development	15	4	25	40	15	12	111	\$740	\$19,215
6.4 Project Costing	2	1	4	12		2	21	\$130	\$3,430
6.5 Funding Assessment	20	2	10	10		5	47	\$350	\$9,105
6.6 Policies Update	10	5	20	20		7	62	\$430	\$11,095
<b>Task 7 - Document Production</b>									
7.1 Administrative Draft Plan	25	8	20	40	20	14	127	\$900	\$23,475
7.2 Draft Plan	15	5	10	20	10	8	68	\$490	\$12,825
7.3 Final Plan	5	5	5	10	5	4	34	\$260	\$6,715
<b>Task 8 - Transportation Impact Fees</b>									
8.1 Impact Fee Kickoff	4	2	4			1	11	\$240	\$2,565
8.2 Update Project List	4		10	10		3	27	\$170	\$4,355
8.3 Existing Deficiencies	10		10	20		5	45	\$290	\$7,465
8.4 Growth Estimates	4		10	10		3	27	\$170	\$4,355
8.5 Share of Trips	5		10	10		3	28	\$180	\$4,590
8.6 Calculate Rate	5	2	10	10		3	30	\$200	\$5,290
8.7 Rate Study	16	4	10	20	12	8	70	\$500	\$13,100
8.8 Meetings/Council Presentation	14	2	8			3	27	\$220	\$5,685
<b>Total for all Tasks</b>	<b>338</b>	<b>87</b>	<b>356</b>	<b>489</b>	<b>151</b>	<b>201</b>	<b>1,622</b>	<b>\$22,045</b>	<b>\$304,925</b>

#### Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee.

Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown.

Exhibit C – City Contracts – Nondiscrimination In Benefits

**Chapter 3.46**

**CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS**

Sections:

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

**3.46.010 Definitions.**

For the purpose of this chapter:

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

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

**3.46.020 Nondiscrimination in benefits.**

- A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor

is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

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

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

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

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

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

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

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

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

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

### **3.46.030 Limitations.**

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

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

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

### **3.46.040 Powers and duties of the city administrator.**

The city administrator shall have the power to:

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

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

### **3.46.050 Appeals.**

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with



findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

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

**3.46.060 Effective date.**

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

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

TO: City Council  
 FROM: Dan Smith, Water Resources & Sustainability Director  
 DATE: April 16, 2024  
 SUBJECT: Memorandum of Understanding (MOU) Between the City of Tumwater (CITY) and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley Amendment 1

---

1) Recommended Action:

Approve and authorize the Mayor to sign Amendment 1 of the MOU Between the City and LOTT Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley.

This amendment was recommended for the City Council consent calendar by the Public Works Committee at their April 4, 2024 meeting.

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2) Background:

In late 2011, LOTT acquired former Brewery properties in the Deschutes Valley intended for the construction and operation of a satellite reclaimed water treatment plant. During its most recent master plan update, LOTT identified alternatives for reclaimed water production at existing facilities, and the Deschutes Valley properties are no longer needed. In November 2023, the City and LOTT prepared an MOU allowing the City to conduct due diligence regarding a potential acquisition of the properties. This extension of time provides additional flexibility for the City to make its determination to LOTT.

---

3) Policy Support:

1. Opportunity | We seize opportunities to improve our community's social, environmental, and economic well-being. We endeavor to realize positive opportunities in adverse situations and periods of change.
2. Environment | We act to preserve and enhance the natural environment and the social fabric of our community.
3. Be a Leader in Environmental Sustainability – Include environmental protection in City projects.

---

4) Alternatives:

- ☐ None. The intent of this project is to evaluate alternatives for Council consideration and additional time is necessary to ensure the City has sufficient time for consideration.

---

5) Fiscal Notes:

No additional costs are anticipated relative to this amendment.

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6) Attachments:

- A. Memorandum of Understanding Deschutes Valley Properties Amendment 1
- B. Original Memorandum of Understanding

**AMENDMENT #1**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF TUMWATER AND LOTT CLEAN WATER ALLIANCE REGARDING A PURCHASE AND**  
**SALE AGREEMENT FOR PROPERTIES IN THE DESCHUTES VALLEY**

This Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the City of Tumwater (City) and LOTT Clean Water Alliance (LOTT);

**WHEREAS**, the City and LOTT entered into a Memorandum of Understanding (MOU) dated November 29, 2023 concerning steps to be taken in preparation for entering into a possible purchase and sale agreement for properties located in the Deschutes Valley; and

**WHEREAS**, the LOTT Board of Directors does not typically meet during the month of July; and

**WHEREAS**, the Tumwater City Council does not typically meet during the month of August; and

**WHEREAS**, the City and LOTT desire to amend the MOU as set forth herein;

**NOW THEREFORE**, the City and LOTT agree as follows:

1. Section II (D) is amended to read as follows:

The Parties agree to advance evaluation and discussion of a possible sale with staff and their respective governing bodies and determine the desire to move forward with a purchase and sale agreement by ~~March 31, 2024~~ May 31, 2024.

2. Section II (E) is amended to read as follows:

Should the City determine ownership of the Property is desirable, the City will provide LOTT a written Letter of Intent by ~~March 31, 2024~~ May 31, 2024 stating its interest in acquiring the Property. Within ~~60~~ 90 days of receipt of said Letter of Intent, the LOTT Board of Directors will consider action declaring the property surplus to LOTT's needs.

3. Section III (A) is amended to read as follows:

Term and Amendment. This MOU anticipates the Parties will determine feasibility and condition of sale and satisfactory use of the Property on or prior to ~~June 30, 2024~~ December 31, 2024. If a purchase and sale agreement for the acquisition of the Property is not completed on or before that date (or an extension of that date agreed to by both Parties), this MOU will terminate. The Parties may mutually agree to extend this MOU beyond this date. Any amendment to this MOU must be in writing and mutually agreed to by both Parties.

4. All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

**SIGNATURES**

LOTT CLEAN WATER ALLIANCE

By: \_\_\_\_\_  
Matthew J. Kennelly, PE  
Executive Director

Date: \_\_\_\_\_

CITY OF TUMWATER

By: \_\_\_\_\_  
Debbie Sullivan  
Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Melody Valiant  
City Clerk

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Karen Kirkpatrick  
City Attorney

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF TUMWATER AND LOTT CLEAN WATER ALLIANCE REGARDING A PURCHASE AND  
SALE AGREEMENT FOR PROPERTIES IN THE DESCHUTES VALLEY**

**I. RECITALS**

This Memorandum of Understanding ("MOU") is made and entered into this 29<sup>th</sup> day of November, 2023 by and between the City of Tumwater ("City") and the LOTT Clean Water Alliance ("LOTT"), referred to collectively as "Parties" or "the Parties."

**Whereas**, LOTT owns property located at 4090, 4098, and 4114 Capitol Boulevard SE in Tumwater, parcels #09470021000, #09470045000, and #09470003000 (referred to herein as the Property), depicted in Exhibit A, that was originally purchased for the purpose of constructing a future reclaimed water satellite treatment facility; and

**Whereas**, LOTT has completed a master planning process and has determined that future treatment facilities at this location are not necessary; and

**Whereas**, the Property is located in the Deschutes Valley near historic and cultural landmarks, and is used for numerous annual public events of significant value to the community; and

**Whereas**, the City owns the adjacent public driving range and golf course and is developing a segment of the Deschutes Valley Trail along the Deschutes River which fronts the western boundary of this Property; and

**Whereas**, the City is exploring opportunities to enhance habitat and riparian areas along the Deschutes River, and has invested in such improvements immediately upstream and downstream from this Property; and

**Whereas**, the City has adopted the Tumwater Brewery District Plan with the goals to increase access, improve transportation options, expand economic opportunity, and improve the function and appearance of the built environment; and

**Whereas**, the Parties agree that City is in the best position to guide future use of the Property, and that City ownership of the Property provides the community the best opportunity to achieve the goals in the Tumwater Brewery District Plan; and

**Whereas**, the City is planning a major transportation improvement project referred to as the E Street Connection through and across this Property; and

**Whereas**, the City has expressed that acquisition of the Property would support these efforts and offer multiple community benefits; and

**Whereas**, the Parties wish to express their commitment to explore a sale of the Property provided certain conditions are met, which are generally described below; and

**Whereas**, said possible purchase and sale agreement will indicate in greater detail the conditions upon which the sale of the Property will take place;

**Now, therefore**, the Parties intend by this document to memorialize steps to be taken in preparation for entering into a possible purchase and sale agreement and their understanding concerning the general conditions necessary to enter into a purchase and sale agreement as further set forth below.

## **II. STEPS TO BE TAKEN IN PREPARATION FOR A POSSIBLE PURCHASE AND SALE**

- A. The Parties will continue due diligence regarding the sale and purchase of the Property and the benefits provided therein.
- B. Following execution of this MOU, LOTT shall make available to the City copies of all existing studies, reports, surveys, soils tests, reviews, correspondence with all governmental entities, environmental checklists and reports, plans, and other printed or written material (all of which are collectively referred to as "Studies") prepared or received by, or on behalf of, LOTT with respect to the Property.
- C. The Parties will work together in good faith to identify a mutually approved third party property appraiser. LOTT will obtain and pay for the appraisal.
- D. The Parties agree to advance evaluation and discussion of a possible sale with staff and their respective governing bodies and determine the desire to move forward with a purchase and sale agreement by March 31, 2024.
- E. Should the City determine ownership of the Property is desirable, the City will provide LOTT a written Letter of Intent by March 31, 2024 stating its interest in acquiring the Property. Within 60 days of receipt of said Letter of Intent, the LOTT Board of Directors will consider action declaring the property surplus to LOTT's needs.
- F. The Parties will work together in good faith with the mutual goal of defining an acceptable sales price and financing plan acceptable to both Parties, as a basis for a possible purchase and sale agreement for the Property.
- G. The Parties will work together in good faith to develop a mutually acceptable agreement for access to the Property to facilitate the City's evaluation of the Property. This MOU does not grant access to the Property.

## **III. GENERAL CONDITIONS FOR PURCHASE AND SALE**

- A. Term and Amendment. This MOU anticipates the Parties will determine feasibility and condition of sale and satisfactory use of the Property on or prior to June 30, 2024. If a purchase and sale agreement for the acquisition of the Property is not completed on or before that date (or an extension of that date agreed to by both Parties), this MOU will terminate. The Parties may mutually agree to extend this MOU beyond this date. Any amendment to this MOU must be in writing and mutually agreed to by both Parties.
- B. Legal and Regulatory Requirements. The Parties agree that any purchase and sale agreement arising from this MOU must be in accordance with all applicable laws and regulations, including those from the Washington State Auditor's Office. The purchase and sale agreement will account for the fair market value of the property, and ensure that LOTT is fully compensated for the value of property. The Parties further acknowledge there are several unique factors involving this Property which may detract from its fair market value, if not specifically considered in the appraisal under Section II C of this agreement, including potential environmental clean-up costs, status of railroad crossing authorization, environmental constraints, new easements and licenses which may encumber the Property, and access to the specific parcels.

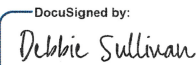
- C. Consideration. The Parties will work together to determine the form and timing of consideration to be received by LOTT for the Property. This consideration could involve both cash and non-cash consideration, and could be transferred to LOTT at any point from the property being transferred and up to five (5) years thereafter, subject to legal and regulatory requirements. Any consideration that is exchanged after the date of the purchase and sale agreement shall also include applicable interest at a rate sufficient to ensure full value is received by LOTT for the Property.
- D. Easement. LOTT wishes to maintain an underground easement on the property for a future wastewater pipeline. The Parties agree to work to establish one or more easements as necessary to meet LOTT's current and future needs.
- E. Limitations. During the term of this MOU, LOTT shall not dispose of the Property to any entity other than the City without the written consent of the City, except as otherwise provided herein.
- F. Authority. Each Party and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this MOU and that its execution, delivery, and performance of this MOU has been fully authorized and approved, and that no further approvals or consents are required by either Party to enter into this MOU.
- G. Non-Binding Understanding. This MOU is intended only as a memorandum of understanding that will guide the acquisition of the Property by the Parties. Except for section III E, Limitations, it does not create a legally enforceable agreement. This MOU is not in itself an offer to sell or a commitment to purchase the Property. Rather, it is an expression of the Parties' intent to enter into negotiations for such a purchase.

#### IV. SIGNATURES

##### LOTT CLEAN WATER ALLIANCE

DocuSigned by:  
  
 By: \_\_\_\_\_ Date: 11/29/2023  
 Matthew J. Kennelly, PE  
 Executive Director

##### CITY OF TUMWATER

DocuSigned by:  
  
 By: \_\_\_\_\_ Date: 11/29/2023  
 Debbie Sullivan, Mayor

##### Attest:

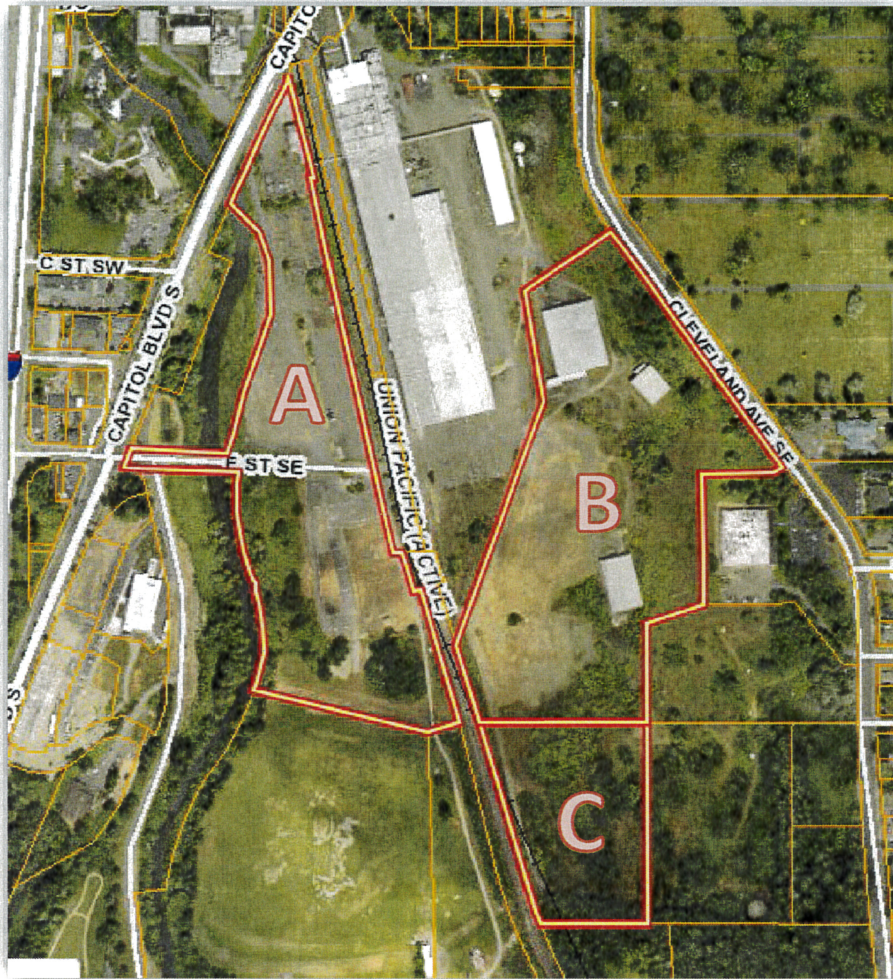
DocuSigned by:  
  
 By: \_\_\_\_\_  
 Melody Valiant, City Clerk

##### Approved as to Form:

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Karen Kirkpatrick, City Attorney



**EXHIBIT A**  
**General Property Boundaries**



**PARCEL A**

- 09470003000
- 18.53 Acres

**PARCEL B**

- 09470045000
- 19.28

**PARCEL C**

- 09470021000
- 7.00 Acres



TO: City Council  
FROM: Brittaney McClanahan, Executive Assistant  
DATE: April 16, 2024  
SUBJECT: Reappointment of Tanya Nozawa and Jim Sedore to the Tree Board

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1) Recommended Action:

Make a motion to confirm Mayor Sullivan's reappointment of Tanya Nozawa and Jim Sedore to the Tree Board, each for an additional 3-year term.

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2) Background:

Tanya Nozawa and Jim Sedore have contributed their time and expertise to the Tree Board and have volunteered to serve an additional term. Upon Council confirmation, their new 3-year terms will expire March 1, 2027.

---

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 engage residents, and living connection to its history.

We Believe in PEOPLE:

Partnership | We work collaboratively with residents, businesses and community organizations.

---

4) Alternatives:

- ☐ Confirm some of the reappointments
  - ☐ Do not confirm the reappointments
- 

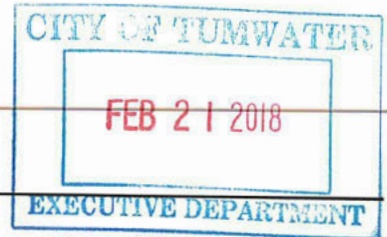
5) Fiscal Notes:

There is no fiscal impact associated with this report.

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6) Attachments:


A. Applications and supplemental information.





## APPLICATION


The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name: Tanya Nozawa

Address: 

Telephone:  (Cell)

 (Work)

Date: 2/6/18 Email: 

### BOARD, COMMITTEE OR COMMISSION

PREFERENCE  
NUMBER:

Barnes Lake Management District Steering Committee  
Eleven members; Mayoral appointment; two-year terms; active

\_\_\_\_\_

Board of Parks and Recreation Commissioners:  
Seven members; Mayoral appointment with Council  
confirmation; three-year terms; active

\_\_\_\_\_

Civil Service Commission:  
Three members; Mayoral appointment; six-year terms; active

\_\_\_\_\_

Crime Stoppers:

One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active

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Historic Preservation Commission:

Seven members; Mayoral appointment with Council confirmation; three-year terms; active

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Planning Commission:

Nine members; Mayoral appointment with Council confirmation; four-year terms; active

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Thurston Community Television:

One citizen representative; Mayoral appointment; three-year terms; active

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Tree Board:

Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active

---

1

February 19, 2018

Office of the Mayor Pete Kmet  
555 Israel Rd. SW Tumwater  
WA 98501

Dear Tree Board,

I am writing to express interest in serving as a member of Tumwater's Tree board. I have been a member of the Tumwater community since 2004 when my husband and I bought our first home here. We love our community and are proud to call our town home. One of the reasons we chose Tumwater as our home is because of the beautiful trees and nature that surrounds us. Although we do not own acreage I have worked hard to have our yard be designated as a Backyard Wildlife Sanctuary. Good environmental stewardship begins in our own backyards and I do my best to educate neighbors, friends and family about the importance of not using chemicals on our lawns that pollute our waterways and wildlife. I plant native plants and all the trees I can fit on our lot. It's amazing to see all the birds, squirrels, butterflies and bees that enjoy my small garden. While urban development is inevitable I believe we need to constantly be mindful of the effects on wildlife, pollution, noise and what we want Tumwater to look like in the future.

As someone who has been employed by the State of Washington for thirty one years, I have served the citizens of this state and have volunteered for many various events and nonprofit organizations throughout the state. The majority of my volunteer work has been photography and I have photographed at Pasados Safe Haven, Vegetarian Festival, the Aloha Festival and for numerous law enforcement memorials and dedication ceremonies. I have been a volunteer at Sequim Lavender Festival since 1998 and am now their official photographer!

I am a positive and highly motivated team player and have demonstrated excellent leadership, dedication and effective communication skills.

Thank you for your consideration.

Sincerely,



Tanya Nozawa



Tanya Nozawa •

## Work History

February 2012-present

Health Care Authority  
 Supervisor/Medical Assistant Specialist 4  
 Supervisor: Mr. Ken Evans 360.725.9839

December 2010-January 2012

Cedar Creek Corrections Center  
 Corrections Specialist 1  
 Supervisor: Lt. Gerald Isham 360.359.4113

December 2003 – November 2010

Dept. of Corrections Headquarters  
 Graphic Designer Senior  
 Supervisor: Irene Koester 360.943.5994

August 2002 – December 2003

Pine Lodge/Airway Heights Corrections Center  
 Community Involvement Program Coordinator  
 Manager: Mr. Kraig Witt 509.244.6810

October 2000 – August 2002

Pine Lodge Corrections Center  
 Secretary Supervisor/Public Information Officer  
 Manager: Mrs. Sherri Ramos 509.220.6997

August 1997 – October 2000

Peninsula College  
 Publications Coordinator  
 Supervisor: Mr. Philip Young 360.417.6527

January 1987 – August 1997

Clallam Bay Corrections Center  
 Correctional Officer  
 Supervisor: Lt. Williams 360.963.2000

August 1984 - August 1992

United States Navy Reserve

## Professional Awards and Recognition

Exclusive Photographer • 2007-present

iStock Photo International portfolio: [www.istockphoto.com/HakuNellies](http://www.istockphoto.com/HakuNellies)

Staff/Published Photographer • 2008-present

Sequim Lavender Festival Association

Life Images • Winter 2009

Photograph published by International  
 Publication Somerset Stampington & Company

Governor's Award for Service and Quality Improvement • February 2002

Presented by Joseph Lehman, Secretary of Department of Corrections  
 for participation on the Notification Team

## Education

Oak Harbor High School June 1984

Basic Training Naval Academy  
 Aviation School  
 July 1984 - November 1984

Criminal Justice Academy  
 February 1987

Peninsula College  
 January 1994-June 2001  
 Major: Journalism/Multimedia

Spokane Falls Community College  
 March 2002 - June 2002

Eastern Washington University  
 August 2002- December 2003  
 Major: Graphic Communications

## Specialized Training

LEAN Green Belt Training • 2013

Project Management • 2013

Photography Marketing 2012

Adobe InDesign CS • 2006  
 Lacey, Washington

Second Level Supervision • 2016  
 First Level Supervision • 2002

Vocational Education Teaching • 2001  
 Spokane, Washington

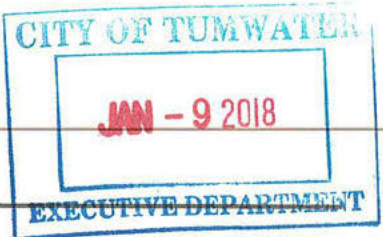
Adobe Photoshop Conference • 2001  
 Seattle, Washington

## Professional References

Ken Evans  
 Office of Imaging Section Manager  
 360.725.9839 wrk 360.480.4445 home  
[ken.evans@hca.wa.gov](mailto:ken.evans@hca.wa.gov)

Devon Schrum  
 Chief of Security  
 360.725.8835 wrk 360.556.0634 cell  
[dlschrum@DOC1.WA.GOV](mailto:dlschrum@DOC1.WA.GOV)

Irene Koester  
 Graphic Designer Supervisor  
 360.943.5994 home 360.280.6550 cell  
[tomandirenekoester@comcast.net](mailto:tomandirenekoester@comcast.net)



## APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name: JIM SEDORE *Jim Sedore*

Address: [REDACTED]

Telephone: \_\_\_\_\_ (Home) [REDACTED] \_\_\_\_\_ (Cell)

\_\_\_\_\_ (Work)

Date: 2018Jan09 Email: [REDACTED]

### BOARD, COMMITTEE OR COMMISSION

PREFERENCE  
NUMBER:

Barnes Lake Management District Steering Committee  
Eleven members; Mayoral appointment; two-year terms; active

Board of Parks and Recreation Commissioners:  
Seven members; Mayoral appointment with Council  
confirmation; three-year terms; active

Civil Service Commission:  
Three members; Mayoral appointment; six-year terms; active

Crime Stoppers:

One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active

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Historic Preservation Commission:

Seven members; Mayoral appointment with Council confirmation; three-year terms; active

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Planning Commission:

Nine members; Mayoral appointment with Council confirmation; four-year terms; active

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Thurston Community Television:

One citizen representative; Mayoral appointment; three-year terms; active

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Tree Board:

Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active

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## Letter of Interest, Tumwater Tree Board Application and Resume for Jim Sedore

Updated: 2018.01.09

To: **Mayor Pete Kmet**

To: OFFICE OF THE MAYOR  
CITY OF TUMWATER  
555 ISRAEL ROAD SW  
TUMWATER WA 98501

From: **JIM SEDORE**



MAYOR KMET,

Attached is my application for a position on the Tumwater Tree Board.

I attended the January 8, 2018 Tree Board meeting and am interested in serving on this Board especially during this critical time developing and implementing the Urban Forestry Management Plan.

### My resume:

1. Residence:

**Since June 1975**, I have lived at [REDACTED].

2. Education that related to this position:

- **BS in Forest Research** from the University of Idaho in 1973
- **MS in Plant Physiology** from the University of Idaho in 1975. My thesis was on the propagation of native broad leafed evergreens.
- **Certificates in Business Management and Public Administration** from South Puget Sound Community College in 1980.
- **Career Executive Training** Graduate from Washington State Department of Personnel in 1990.

3. Work experience related to this position:

- 2009-2014 – **New Venture & Strategy Director** – Joint Christian Services (JCS) – Ulaanbaatar, Mongolia (Coordinated relief and development between collaborative Christian development organizations, the UN and the Government of Mongolia. Member of the JCS Leadership Team managing 70+ international volunteers.)



- 1985-2008 – **Safety & Health Director** – Washington State Dept. of Natural Resources – Olympia, WA (Statewide management of employee safety and health. Visited all work sites. Worked on numerous committees. Trained as a meeting facilitator. Facilitated problem-solving meetings with the USFS, Washington Tribes, Corp of Engineers and various Washington State agencies.)
- 1975-1985 – **Washington State Dept. of Natural Resource Forest Nursery Manager** – Olympia, WA (Built and operated the forest container seedling production facility producing 1.5 million seedlings/year for reforestation. Reforested parts of Mt St Helens twice (before and after the volcano). Developed techniques for growing hard to grow native forest seedlings (Sub-alpine fir, Hemlock, Sitka spruce).
- 1980-1985 – **Reforestation consultant for the Makah Indian Tribe** – Makah, Washington. (Trained staff to grow forest seedlings for reforesting the reservation)
- 1972-1975 – **University of Idaho Arboriculturist** – Moscow, Idaho. (Responsible for the landscape design, planting and maintenance of all woody plants on the University of Idaho campus.)
- 1968-1972 – **Dutch Elm Disease Coordinator** – Winnetka, Illinois. (Summer and winter holiday work identifying and coordinating removal of disease trees. Coordinated village-wide replacement of removed trees. I worked for the Water & Electric Department. This department was responsible for tree maintenance (power line clearance). Therefore, I am familiar with the issues related to trees and electricity, phone, water and sewer, sidewalk and road construction interactions.)

#### 4. Volunteer experience related to this position:

- 1973-present – **Member of the National Arbor Day Association**
- 1975-present – **Founding Chairperson of the Foster Place Homeowners Association.** I have served in various positions on the homeowners association.
- 2017-present – **Board of Trustees for Morningside**, an NGO that finds employment for disabled adults in 5 Washington State counties. (The Board appoints the Executive Director, approves budgets, policies and monthly financial reports. I serve on the Marketing and Strategy committees.)
- 1975-present – I am an **avid gardener and horticulturalist** with over 150 species of plants in my yard including Christmas trees, fruit trees, bonsai trees and 2 Rhododendron macrophyllum (Washington State Flower) that I grew from seed.

Thank you for your service and for considering my application.



TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: April 16, 2024  
SUBJECT: Resolution No. R2024-009, Comprehensive Emergency Management Plan Update

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1) Recommended Action:

Adopt Resolution No. R2024-009, Comprehensive Emergency Management Plan Update, as recommended by the Public Health and Safety Committee at their April 9, 2024 meeting.

The Public Health and Safety Committee requested this item be placed on the Council meeting agenda under Consideration.

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2) Background:

The City of Tumwater Comprehensive Emergency Management Plan (CEMP) is required to be updated every five years with a one-year extension granted to all agencies due to COVID. Throughout 2023, staff worked to revise and reformat the plan with input from the City Emergency Management Committee and State and County Emergency Management professionals. The updated plan was submitted to the State Emergency Management Division in December 2023 with the review completed and acknowledged on February 8, 2024. The updated plan meets all currently legal requirements.

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3) Policy Support:

D. Provide and Sustain Quality Public Safety Services  
6. Implement City Emergency Management Program

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4) Alternatives:

☐ Do not approve

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5) Fiscal Notes:

None

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6) Attachments:

A. Resolution R2024-009  
B. Tumwater Comprehensive Emergency Management Plan  
C. Review letter from the Washington State Emergency Management Division

**RESOLUTION NO. R2024-009**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington adopting the updated 2023 City of Tumwater Comprehensive Emergency Management Plan, pursuant to Tumwater Municipal Code (TMC) Chapter 2.92 and RCW 38.52.

**WHEREAS**, the City of Tumwater Emergency Disaster Plan was originally adopted February 20, 1990 by Ordinance No. 1221 and amended by Ordinance No. 096-030 on October 15, 1996 and renamed the City of Tumwater Comprehensive Emergency Plan; and

**WHEREAS**, RCW 38.52.070 requires the City's emergency management organization and plan to be updated regularly consistent with the State's plan and program; and

**WHEREAS**, the State reviewed the Tumwater Comprehensive Emergency Management Plan for consistency and compliance with the current City organization and with both the Federal Response Plan and the State Comprehensive Emergency Management Plan, including the provision of RCW 38.52 Emergency Management and acknowledged completion of the Plan review on February 8, 2024; and

**WHEREAS**, adoption of the updated 2023 Plan is in the best interests of the City and its residents and supports the public peace, health, safety and welfare;

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

**Section 1. Findings.** The City Council finds that the updated 2023 Tumwater Comprehensive Emergency Management Plan is consistent with and complies with RCW 38.52 and TMC 2.92 and adoption of the Plan is in the best interest of City residents in the protection of health, safety and welfare.

**Section 2. Adoption.** The updated 2023 Comprehensive Emergency Management Plan, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted by the City Council of the City of Tumwater.

**Section 3. Implementation.** The Fire Chief is hereby directed and authorized to carry out and implement the Comprehensive Emergency Management Plan. This includes establishing and amending rules and regulations for the

A

implementation and enforcement of the Plan and updating the Plan to ensure consistency and compliance with federal, State and local laws and regulations enacted after Plan adoption.

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

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

**Section 6. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this 16th day of April, 2024.

CITY OF TUMWATER

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

ATTEST:

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

APPROVED AS TO FORM:

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



# Comprehensive Emergency Management Plan

City of Tumwater

2023 Update

As adopted by the Tumwater City Council April 16, 2024

# City of Tumwater | Comprehensive Emergency Management Plan

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## City of Tumwater | Comprehensive Emergency Management Plan

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### Promulgation

Promulgation is the act of formally proclaiming, announcing, or declaring a new statutory or administrative law such as an ordinance or resolution after its enactment. In some jurisdictions, the law cannot take effect until promulgation has occurred.

After a new law is approved, it is announced to the public through the publication of the text of the law in a government periodical and/or on official websites. As it relates to federal laws of extraordinary public importance the President of the United States of America may make an announcement through a national broadcast. Local laws are typically announced in local newspapers and published in bulletins or compendia of municipal regulations.

Resolution No. R2024-009 is the official document of promulgation for the City of Tumwater's Comprehensive Emergency Management Plan. Resolution No. R2024-009 can be found in Appendix 6: Ordinances and Resolutions.

## City of Tumwater | Comprehensive Emergency Management Plan

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April 19, 2024

To the Residents and Employees of the City of Tumwater:

I am pleased to present the updated City of Tumwater Comprehensive Emergency Management Plan (CEMP). The 2023 CEMP is hereby promulgated and supersedes the previous 2016 Edition of the City of Tumwater CEMP. This plan is in conformance with the Washington State Comprehensive Emergency Management Plan and the National Incident Management System. The City of Tumwater CEMP is an all-hazards plan which provides the necessary framework for mitigation, preparedness, response, and recovery.

The purpose of this plan is to provide a framework for the coordination and mobilization of internal and external resources. This plan:

- Identifies authorities and assigns responsibilities for planning, response, and recovery activities.
- Identifies the scope of potential hazards that form the basis for planning.
- Establishes the emergency management organizational structure that will coordinate the response.
- Identifies those departments and offices tasked with specific responsibilities for carrying out plans and operations defined within this plan.
- Identifies other jurisdictions and entities with whom planning, and emergency response activities are to be coordinated.
- Outlines the process of disseminating emergency information and instructions to the public.

It is our expectation that departments, officers, divisions, and programs tasked with the development and maintenance of procedures and checklists in this plan work with the Emergency Management Coordinator to ensure they actively support the implementation of this plan. This plan is a dynamic document. An annual assessment process, accompanied by exercise and review, will ensure that the plan is learned, used, and modified as necessary to the benefit of the City of Tumwater.

Thank you for your continued support, it is only through the combined efforts of all departments and employees in partnership with the residents and businesses of the Tumwater Community that we can achieve our goal of making the City of Tumwater as disaster resilient as possible.

Sincerely,

Debbie Sullivan, Mayor

## City of Tumwater | Comprehensive Emergency Management Plan

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### Executive Summary

City government is required by RCW and WAC to establish and maintain a program for disaster prevention, mitigation, preparedness, response, and recovery. The Fire Department: Emergency Management Division plans and coordinates response during major emergencies and/or disasters. Depending on the nature and scope of an incident, City personnel, services, and facilities may be reassigned to support emergency and disaster operations.

The Comprehensive Emergency Management Plan (CEMP) was developed to define the policies and procedures necessary for carrying out an emergency management program that ensures the preservation of lives, protection of property, and the execution of special measures. The duties of each City department, and various supporting agencies, are specified in the CEMP.

The CEMP also defines how the City of Tumwater will coordinate with neighboring cities and towns, Thurston County, Washington State, and federal disaster relief and recovery resources.

The City does not use the Emergency Support Function (ESF) format when organizing roles and responsibilities. Most staff are not familiar with ESFs, so for clarity and ease of use, the City maintains a departmental organization and identifies which ESFs most closely align with the department's capabilities.

The Incident Command System is the coordination and resource management method used during emergency and disaster response and recovery operations.

The primary location for direction and control is the Emergency Operations Center located at the Fire Station T1, 311 Israel Rd SW. Tumwater, WA. Alternate Emergency Operations sites are identified in the plan.

This plan consists of a Basic Plan, which defines emergency management in the City of Tumwater, City Department Annexes, that describe the roles and responsibilities of each department as they relate to emergency management, and several supporting documents.

Periodic review and revision as well as training and exercise are required to assure that the plan can be effectively implemented in a time of emergency.



## City of Tumwater | Comprehensive Emergency Management Plan

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### What is a Comprehensive Emergency Management Plan?

A Comprehensive Emergency Management Plan (CEMP) is a written basic plan with elements that address all natural and man-made emergencies and disasters that may occur in a federal, state, or local government. An effective and efficient CEMP approaches these emergencies and disasters from an all-hazards perspective, meaning rather than developing a separate plan for each threat or hazard, the focus is placed on addressing the potential impacts of any given threat or hazard. For example, a potential impact could be a power outage. The outage may be caused by any number of hazards including a storm, an earthquake, an accident. All hazards planning argues, regardless of the cause, similar processes will be taken to restore power, therefore time and resources should not be wasted on trying to develop a plan for every possible scenario. Instead, the focus should be placed on developing a general command structure and identifying critical infrastructure within the City, that if compromised or destroyed, could have significant impacts on life safety, property, and the economy.

The City of Tumwater's Comprehensive Emergency Management Plan specifies the purpose, organization, responsibilities, and role of City of Tumwater in the prevention of, mitigation of, preparation for, response to, and recovery from emergencies and disasters as well as the facilities, agencies, and officials involved in each phase of emergency management.

# City of Tumwater | Comprehensive Emergency Management Plan

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## Introduction

### Mission

It is the responsibility of the government of the City of Tumwater, with the assistance and support of its residents, to take appropriate action to mitigate the effects of disasters. The Comprehensive Emergency Management Plan defines the policies and procedures necessary for the preservation of lives, protection of property, and the execution of special measures needed to ensure effective and timely relief from a disaster.

### Purpose

This plan is designed to guide city government behavior before, during, and after a disaster. The plan describes a comprehensive program that defines who does what, when, where, and how in order to mitigate, prepare for, respond to, and recover from the effects of natural, technological, and human-caused hazards.

### Authorities

#### Local

Tumwater Municipal Code (TMC) 2.92 Emergency Management Services

TMC 3.36 Funds

Inter-local Cooperative Agreement for Emergency Management among Thurston County, Bucoda, Lacey, Olympia, Rainier, Tenino, Tumwater, Yelm and the Nisqually Indian Tribe

#### State

Chapter 38.52 Revised Code of Washington (RCW): Emergency Management

RCW 35.34 RCW: Biennial Budgets

RCW 39.34 Interlocal cooperation act

RCW 43.43 RCW: Washington State Patrol

RCW 68.08 RCW: Human Remains

RCW 49.60 Discrimination – Human Rights Commission

RCW 40.14 Preservation and destruction of public records

RCW 42.12 Vacancies

RCW 42.14 Continuity of government act

Washington Administrative Code (WAC) Title 118: Military Department, Emergency Management

#### Federal

The Disaster Relief Act of 1974, Public Law 93-288 as amended

The Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499 as amended

Emergency Planning and Community Right-to-know Act

42 USC 5151 Nondiscrimination in disaster assistance

42 USC Ch. 68 Disaster Relief Code of Federal Regulations (CFR): Title 44. Emergency Management and Assistance

Federal Civil Defense Act of 1950, Public Law 81-920 as amended

Volunteer Protection Act of 1997, Public Law 105-19 as amended

Homeland Security Act of 2002, Public Law 107-296 as amended

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Homeland Security Presidential Directive 5: Management of Domestic Incidents

Homeland Security Presidential Directive 8: National Preparedness

National Response Framework: 4<sup>th</sup> Edition

### Incident Command System

The City of Tumwater Emergency Operations Center operates under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

### Scope

The City of Tumwater Comprehensive Emergency Management Plan encompasses all major incidents, emergencies, and disasters, which occur within city limits, and those situations, which may involve neighboring jurisdictions and require activation of special procedures for coordination of resources. The policies and procedures prescribed here, and the concept of operations established for disaster response and recovery, will apply to all hazards, regardless of the nature and scope. This plan uses structures and formats consistent with the Comprehensive Preparedness Guide 101, National Response Framework, the Thurston County CEMP and the Washington CEMP.

This plan applies to all City of Tumwater government and cooperating agencies. It provides a foundation for: Establishing mutual understanding among government agencies, the business community, volunteers, and the public; Utilizing government and private sector resources efficiently and effectively; Coordinating with the emergency management plans and programs of the federal government, the State of Washington, emergency management jurisdictions within the county, and surrounding jurisdictions; Developing and maintaining disaster response capabilities; Identifying and applying hazard mitigation strategies; Educating the public, the business community, volunteers, and government; and Encouraging resident self-sufficiency.

### Situation Overview

#### Hazards Assessment

The City of Tumwater is exposed to a variety of hazards with the potential to cause casualties, damage to private property and critical infrastructure. Tumwater's hazards include but are not limited to earthquakes, severe weather, epidemic, urban fire, hazardous materials, flooding, volcanic eruption, civil disturbance. Hazards can occur simultaneously or consecutively, such as a winter storm with flooding or an earthquake followed by an influenza epidemic. Impacts may occur from hazards occurring outside the city due their effect on the supply of goods and services. This may include critical shortages of electricity, petroleum products, natural gas, and food. The Thurston Regional Hazard Mitigation Plan, published separately, provides detailed information on the City of Tumwater's hazards and more.

#### Capabilities Assessment Summary

The Core Capabilities Assessment provides the City of Tumwater with a baseline understanding of its needs, its current capacities, and activities that need to be implemented in order to bridge those capability gaps. It is a catalyst for the implementation of capability solutions, and the allocation of resources designed to reach or sustain these capability targets. It serves as a baseline assessment upon which progress toward building those capabilities can be tracked annually. In short, the assessment will assist The City of Tumwater in building capabilities and capacities in a more efficient and effective manner. The City of Tumwater participates

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in the Homeland Security Region 3 Capabilities Assessment as part of the State Preparedness Report (SPR).

### Planning Assumptions

#### Emergency Management

Comprehensive emergency management includes activities to mitigate, plan/prepare for, respond to, and recover from the effects of a disaster. Implementation of this comprehensive emergency management plan will reduce disaster-related losses. Initial response will focus on taking actions that have the highest potential to save the greatest number of lives.

Employees from a variety of city departments and offices are trained to staff the EOC as needed. Some emergencies and disasters occur with sufficient advance notice, providing time to prepare for and mitigate disaster impacts. Other emergencies will occur without notice. If an emergency or disaster occurs with little or no advance warning, it will take time to staff and activate the EOC.

When local resources are exhausted or overwhelmed, the City of Tumwater may activate mutual aid agreements or request support through the County ECC or State EOC. In responding to a disaster, the city is prepared to implement the provisions of RCW 38.52.110 regarding utilization of public and private resources.

Federal assistance may be available for disaster response and recovery operations under the provisions of the National Response Framework and Public Law 93- 288, when certain criteria are met.

#### Provision of City Services

The city will maintain essential services for as long as possible. Conditions may be of such magnitude and severity that some or all city services may be lost. The city will be unable to fulfill all emergency requests under these conditions.

#### Personal Responsibility

Emergency response assets and systems may be overwhelmed immediately following a disaster causing significant delays in service. Consequently, families and businesses should develop their own disaster plans and acquire emergency supplies that will allow them to remain self-sufficient for two weeks or more.

#### Limitations

Emergencies can be foreseen or unexpected, and in either circumstance they often retain levels of unpredictability that make emergency response difficult, complicated, and in some cases impossible. Consequently, the CEMP does not guarantee a perfect response. Assets and personnel may become overwhelmed in an emergency, and the city can only attempt to respond based on the situation and resources available at the time.

### Policies

#### Nondiscrimination

No services will be denied on the basis of race, religion, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability or other basis prohibited by state or federal law. No special treatment will be extended to any persons or group over and above what normally would be expected in the way of City services under emergency conditions.

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### Suspension of Day-to-Day Activities

Day-to-day functions that do not directly contribute to response and recovery operations may be partially or completely suspended during an emergency or disaster. In those instances, staff may be temporarily reassigned to fill unmet needs.

### Duty to Report

Even on the worst days, staff still have a duty to report to work. When an individual is unable to safely report to work, they are required to contact their supervisor for further instructions. When applicable, staff are excused from the duty to report until they verify the health and safety of their immediate family.

### Personal Preparedness

As noted previously, there are limitations to the City's ability to respond to an emergency or disaster. Individuals, households, and neighborhoods should plan and prepare to be without any local, state, or federal assistance for two weeks following a major disaster. The emergency management coordinator supplements personal preparedness in the city through a robust public education program.

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### Concept of Operations

#### Whole Community

Whole Community is a means by which residents, emergency management practitioners, organizational community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests. Whole Community includes individuals and families, including those identified as at-risk or vulnerable populations; businesses; faith-based and community organizations; nonprofit groups; schools and academia; media outlets; and all levels of government, including state, local, tribal, territorial, and federal partners.

Involving the Whole Community is a means by which Tumwater residents, businesses, non-profit organizations, emergency management practitioners, organizational and community leaders, and government officials at all levels can collectively identify and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests. The Whole Community approach attempts to engage the full capacity of the public, private and non-profit sectors. This includes businesses, faith-based and disability organizations, and the public, including people with Access and Functional Needs (AFN), people covered under the Americans with Disabilities Act (ADA), people with Limited English Proficiency (LEP), and culturally diverse populations. This engagement is in conjunction with the participation of local, tribal, state, and federal governmental partners. The Whole Community approach is incorporated throughout this CEMP.

#### Non-Discrimination

State and local governments carrying out emergency response and providing disaster assistance shall comply with all applicable non-discrimination provisions contained in RCW 49.60, Discrimination - Human Rights Commission, as well as in Public Law 110-325, Americans with Disabilities Act (ADA) of 1990 as amended with ADA Amendments Act of 2008.

Recipients of any federal funds must acknowledge and agree to comply with applicable provisions of federal civil rights laws and policies prohibiting discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of race, color, or national origin. Recipients of federal financial assistance must also take reasonable steps to provide meaningful access for persons with Limited English Proficiency (LEP) to their programs and services.

Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies issue guidance to grant recipients, assisting such organizations and entities in understanding their language access obligations. The Department of Homeland Security (DHS) published the required grant recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The guidance provides helpful information such as how a grant recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons.

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The term Access and Functional Needs (AFN) has replaced “special needs,” “vulnerable,” “high-risk,” and similar terms. People with access or functional needs are those who may have additional needs before, during or after an incident in functional areas including, but not limited to: maintaining health, independence, communication, transportation, support, services, self-determination, and medical care. Individuals in need of additional response assistance may include people who have disabilities, who live in institutionalized settings, who are older adults, who are children, who are from diverse cultures, who have limited English proficiency or who are non-English speaking, or who are transportation disadvantaged (National Preparedness Goal, September 2015).

The Pets Evacuation and Transportation Standards (PETS) Act amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act to ensure state and local emergency preparedness operational plans address the needs of individuals with household pets and service animals following a major disaster or emergency.

### Leadership Intent

The Fire Chief, reporting to the Mayor or designee, is responsible for the organization, administration, and operation of the emergency management program. The Fire Chief, or the appointed Emergency Management Coordinator under the supervision of the Fire Chief, is responsible for managing and coordinating the city's day-to-day emergency management activities. The disaster response functions of City personnel will generally parallel day-to-day roles and responsibilities when possible. At the direction of the City's Executive leadership, operational objectives may be modified as needed depending on the nature or scope of an incident.

### Incident Management

The City of Tumwater Emergency Operations Center operates under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

#### Operational Objectives

1. Life Safety
2. Incident Stabilization
3. Property Protection
4. Environmental Conservation
5. Restoration of Essential Utilities
6. Restoration of Essential Program Functions
7. Coordination among appropriate Stake holders

#### Modular Organization

The Incident Command System (ICS) organizational structure develops in a modular fashion based on the incident's size and complexity. The responsibility for the establishment and expansion of the ICS modular organization rests with the EOC Manager. As the incident grows more complex, the ICS organization may expand as functional responsibilities are delegated.

#### Span of Control

The optimal span of control, or number of individuals or resources that one supervisor can manage effectively during an incident, is one supervisor to five subordinates. However, effective incident management may

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require ratios significantly different from this. This ratio is a guideline--incident personnel should use their best judgement to determine the appropriate ratio for an incident.

### Common Terminology

Common terminology covers organizational functions, resource descriptions, and incident facilities and allows diverse incident management and support organizations to work together across a wide variety of emergency functions and hazard scenarios.

### Desired End-State / Outcome

Following a significant incident, the desired outcome is a stabilized community that is well positioned to begin recovery. Recovery should incorporate, when possible, mitigation and preparedness activities.

## EOC Activation

When an incident occurs, activation may occur incrementally depending on the needs of the incident.

**Level 3 – Normal Operations:** Minor incidents that require interdepartmental coordination but can be addressed using existing City resources. Response does not extend beyond normal or preplanned hours of operation. Typically, 1 to 3 staff.

**Level 2 – Partial Activation:** Significant incidents that may require the use of mutual aid agreements and multi-jurisdictional response. Response may extend beyond normal hours of operation. Typically, 3 to 10 staff.

**Level 1 – Full Activation:** Major incidents with long-term impacts, representing a significant threat to life and property. Response extends beyond normal hours of operations and may require 24-hour staffing. Typically, 10 to 20 staff.



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### Direction, Control, and Coordination

#### Multi-Jurisdictional Coordination

The Thurston County Emergency Management Council (EMC) facilitates multi-jurisdictional coordination between the County, cities, towns, tribes, as well as coordination with special purpose districts, volunteer agencies, private businesses. Thurston County Emergency Management leads coordination efforts with regional, state, and federal emergency management organizations. However, if necessary, the city can assume those responsibilities.

Response coordination includes in person meetings, video or teleconferencing, phone calls, or other forms of real-time communication. Possible outcomes may include:

- Joint statements or official declarations, including special warnings, instructions, statements.
- Evacuation orders.
- Reentry policies.
- Curfew or the restriction of movement.
- Regulations or allocation of essential goods and services.
- Prioritization of response and recovery resources in the most effective and efficient manner.

Preparedness coordination includes meetings of the EMC on a recurring schedule, an annual joint preparedness exposition, semi-annual seminars for executives, the establishment of ad hoc subcommittees, and the creation of periodic work plans to accomplish joint objectives.

Mitigation coordination includes the development and implementation of the Hazard Mitigation Plan for the Thurston Region.

#### The National Preparedness Goal

A secure and resilient nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.

Preparedness enhances the capacity to respond to an incident by ensuring individuals and organizations are ready when an incident occurs. Preparedness activities may include training, planning, procuring resources.

#### Five Mission Areas

The five mission areas of Prevention, Protection, Mitigation, Response, and Recovery are broken down into 32 core capabilities. Some core capabilities fall within a single mission area, while others apply to multiple or all mission areas.

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Prevention	Protection	Mitigation	Response	Recovery
Planning				
Public Information and Warning				
Operational Coordination				
Intelligence and Information Sharing		Community Resilience  Long-term Vulnerability Reduction  Risk and Disaster Resilience Assessment  Threats and Hazards Identification	Infrastructure Systems	
Interdiction and Disruption			Critical Transportation  Environmental Response/Health and Safety  Fatality Management Services  Fire Management and Suppression  Logistics and Supply Chain Management  Mass Care Services  Mass Search and Rescue Operations  On-scene Security, Protection, and Law Enforcement  Operational Communications  Public Health, Healthcare, and Emergency Medical Services  Situational Assessment	Economic Recovery  Health and Social Services  Housing  Natural and Cultural Resources
Screening, Search, and Detection				
Forensics and Attribution	Access Control and Identity Verification  Cybersecurity  Physical Protective Measures  Risk Management for Protection Programs and Activities  Supply Chain Integrity and Security			

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### Prevention

- The capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism. Refer to Department Annexes for greater detail how the Prevention Mission area is pursued in the City of Tumwater.

### Protection

- The capabilities necessary to protect citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive. Refer to Department Annexes for greater detail how the Protection Mission area is pursued in the City of Tumwater.

### Mitigation

- The capabilities necessary to reduce the loss of life and property by lessening the impact of future disasters. Refer to Department Annexes as well as the Thurston Region Hazard Mitigation Plan for greater detail how the Mitigation Mission area is pursued in the City of Tumwater.

### Response

- The capabilities necessary to respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Response resources are activated and utilized incrementally as required by the nature and scope of the incident.
- Department emergency response plans and related actions are activated as needed.
- The Fire Chief or designated Emergency Management Coordinator, in consultation with the Mayor or designee, and/or applicable department directors, will evaluate and determine if the EOC needs to be activated and if so, at what level.
- Damage assessment information will be collected and organized in the EOC and forwarded to the County EOC as needed.

Department Sections provide greater detail how the Response Mission area is pursued in the City of Tumwater.

### Recovery

- The capabilities necessary to recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident. Department Annexes provide greater detail how the Recovery Mission area is pursued in the City of Tumwater. The Thurston Regional Disaster Recovery Framework is also currently being developed.

## Continuity of Government

Continuity of government is ensured through leadership succession, backup communications systems, alternate operational locations, and preservation of essential records. If a city official charged with specific functions or duties becomes unable to perform, regardless of the cause, lines of succession have been established by each department to ensure the continuity of emergency operations.

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### Emergency Management Coordinator

In the absence of an Emergency Management Coordinator appointed by the Fire Chief (Director of Emergency Management), the Fire Chief will retain those duties. In the absence of the Fire Chief, the Assistant Fire Chief will assume those duties. In the absence of the Assistant Fire Chief, the Chief of Police or the Police Commander will assume those duties.

### City Department Heads

Each City department head will establish procedures for succession. The department heads will ensure that all designated successors are familiar with their emergency responsibilities.

### Temporary Seat of Government

If the primary meeting place of the City Council is not habitable, the EOC is the official location of government. When conditions warrant, relocation to a temporary seat of government in an adjacent city may be necessary. Relocation of other City services may also be necessary when operations cannot be conducted at primary locations.

### Emergency Operations Center

Overall direction, control, and coordination of City response to an emergency, under the provisions of this plan, will be carried out at the City EOC. The Emergency Management Coordinator is responsible for ensuring operational readiness of the EOC. The EOC will provide the capability to receive and disseminate warnings and emergency public information to the public, collect and analyze damages, maintain contact with supporting EOCs in the cities of Lacey and Olympia, Thurston County, and the State of Washington, provide direction and control of local response and recovery resources, and continue self-sufficient operations for at least fourteen days.

### Activation

The following questions assist with determining the need for activation and at what level:

- Does the event require coordination of City resources that expands beyond everyday emergencies?
- Is the situation likely to improve or deteriorate?
- Will current resources become overwhelmed requiring the use of mutual aid agreements and emergency contracts?
- Will the event create unusual anxiety within the community?

The following indicators may also be used to help identify when an incident is escalating in complexity, requiring a more sophisticated response or EOC activation:

- Dynamic operating environment: Weather, daylight, terrain and/or other incident conditions are changing in such a way that the work environment is becoming increasingly hazardous.
- Inadequate resources: The incident requires specialized resources or a larger amount of resources that aren't readily available.
- Multiple Operational Periods: The incident appears that it will exceed 8 hours of active response requiring additional operational periods.
- Incident Action Plan: The incident is growing in complexity requiring a formal planning process to support multiple operational periods. Failure to generate an Incident Action Plan may result in a loss of situational awareness, poor resource utilization, and/or increased safety risks for responders.
- Resource Tracking: As large amounts of resources arrive at the incident there is a need for detailed accountability of those resources. This is particularly true for external resources whose operational costs

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are not incorporated into the jurisdictions normal budget.

- **Public Information:** The nature of the incident is attracting a significant media presence requiring a formal public information system to manage and provide information to the public.
- **Legal Implications:** A police or L&I investigation is expected, the incident may result in a lawsuit, or an injury or fatality has occurred.

During normal operating hours; the City Administrator, Fire Chief, or the Emergency Management Coordinator will determine if the EOC should be activated. Department directors can request an activation. After hours activations are initiated by the Tumwater Fire Department Duty Officer.

### *Primary Location*

Tumwater Fire Department, Headquarters Station 1 – 311 Israel Rd SW.

### *Alternate Locations*

(Primary Alternate) Tumwater Fire Department Station 2 – 405 Linwood Ave SW

City Hall – 555 Israel Rd SW

Public Works Maintenance Shop – 7024 New Market St. SW

A location designated by the Emergency Management Coordinator.

### *Communications Capability*

The EOC is equipped with the communications equipment necessary to effectively mobilize and coordinate City resources, and to communicate with Thurston County EOC and the State EOC. In addition to common communication systems like internet/email and digital voice, the EOC is equipped with landlines and a variety of radio systems.

### *Facility and Equipment*

The EOC has adequate space to accommodate key City officials, department heads, support staff and others who are responsible for ensuring that essential services and functions continue under emergency conditions. The EOC has an emergency generator and a fourteen-day supply of fuel in place to support operations.

### *EOC Staffing*

A EOC staffing list consisting of Emergency Management Committee members and reserve staff is maintained by the Emergency Management Coordinator. Each department provides the necessary personnel to support emergency response and recovery in the city.

### *Notification*

Thurston Community Alert is a robust alerting system used internal notification as well as public alert and warning. The Emergency Management Coordinator maintains EOC distributions lists in the systems and is primary administrator for internal and external notifications/alerts. Several other EOC staff have been trained to access the system and administer alerts.

### *Protection of Essential Records*

All departments shall identify records essential for continuity and preservation of government and provide for their protection. Essential records are those records needed in emergency and for the re-establishment of normal operations after a disaster.

## **Federal Proclamation of Disaster or Emergency**

As local incidents progress and state capabilities will likely be exceeded, the Governor can request federal assistance, including assistance under the Disaster Relief Act of 1974, Public Law 93-288 as amended. The Disaster Relief Act authorizes the President to provide financial and other assistance to state and local

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governments, certain private nonprofit organizations, businesses, and disaster victims to support response, recovery, and mitigation efforts.

1. A major disaster proclamation could result from any natural or manmade event that the President determines warrants supplemental federal aid. A federal emergency proclamation is more limited in scope and does not include the long-term federal recovery programs of a major disaster proclamation.
2. When local conditions are such that a federal disaster proclamation may be appropriate, the Federal Emergency Management Agency (FEMA) will deploy a liaison to the State EOC to provide technical assistance including:
  - a. Assist in coordinating initial regional and field activities.
  - b. Assess the impact of the event, gauge immediate state needs, and make preliminary arrangements to set up operational field facilities.
  - c. Coordinate federal support until a Joint Field Office (JFO) is established.
  - d. Assist in establishing a Joint Information Center (JIC) to provide a central point for coordinating emergency public information activities.
3. The JFO is the central coordination point among local, tribal, state, and federal governments, as well as private sector and nongovernmental entities that are providing recovery assistance. Although the JFO uses an ICS structure, the JFO does not manage on-scene operations. Instead, the JFO focuses on providing support to on-scene efforts and conducting broader support to the disaster recovery that may extend beyond the incident site.

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## Organization

### Normal Operations

In accordance with Tumwater Municipal Code 2.92 the Fire Chief has been designated by the Mayor as the Director of Emergency Management. Program responsibilities may be delegated to an Emergency Management Coordinator. The Fire Chief supervises the Emergency Management Coordinator.

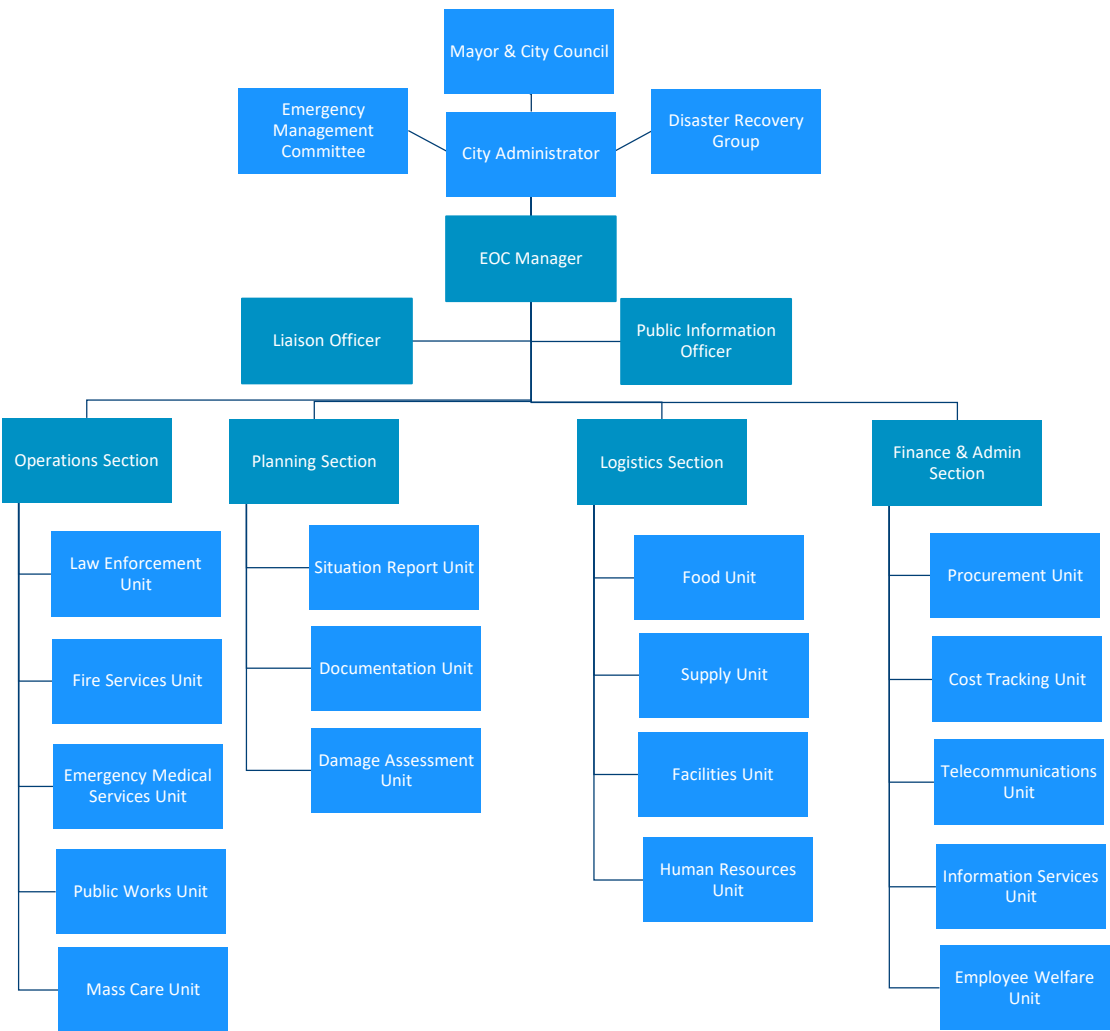


### Activations

The Emergency Management Committee, which has representation from all city departments, establishes primary and 1<sup>st</sup> and 2<sup>nd</sup> alternates for all EOC positions. All EOC positions align with the Incident Command System.

The EOC staffing document details each Emergency Management Committee members EOC assignment. During activations the Emergency Management Coordinator acts as the EOC Manager. The EOC Manager coordinates with the Liaison Officer to provide the Management Team and City Council regular situation reports.

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### Policy Decisions

Whether activated or under normal operations, policy decisions are referred to the Mayor and Leadership Team (City Administrator and Department Directors.) Policy decisions that impact the budget, enter into agreements, make declarations that are brought before city council for final consideration and approval.

### Emergency Support Functions

The City does not use the Emergency Support Function (ESF) format when organizing roles and responsibilities. Most staff are not familiar with ESFs, so for clarity and ease of use, the City maintains a departmental organization and identifies which ESFs, noted below, most closely align with the department's capabilities.

ESF-1: Transportation

ESF-2: Communications

ESF-3: Public Works and Engineering

ESF-4: Fire Fighting

ESF-5: Emergency Management

ESF-6: Mass Care, Emergency Assistance, Housing, and Human Services

ESF-7: Logistics Management & Resource Support

ESF-8: Public Health and Medical Services

ESF-9: Search and Rescue

ESF-10: Oil and Hazardous Materials

ESF-11: Agriculture and Natural Resources

ESF-12: Energy

ESF-13: Public Safety and Security

ESF-14: Long Term Community Recovery

ESF-15: External Affairs

The following matrix identifies the departments with primary (P) and secondary (S) ESF responsibilities. TED = Transportation & Engineering, WRS = Water Resources & Sustainability

	Executive	Community Development	Finance and Administrative Services	Fire	Legal	Parks and Recreation	Police	TED	WRS
ESF-1								P	S
ESF-2	P		S	S			S	S	S
ESF-3		S				S		P	P
ESF-4				P					
ESF-5	S	S	S	P	S	S	S	S	S
ESF-6		S				P			
ESF-7				S		P			
ESF-8				P					S
ESF-9							P		
ESF-10				P					
ESF-11		P							
ESF-12				S				P	S
ESF-13							P		
ESF-14	S	P	S	S	S	S	S	S	S
ESF-15	P			S			S	S	S

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### Roles and Responsibilities

All personnel, services, and facilities of the City of Tumwater become part of the Incident Command System as needed in times of community crisis. As much as practical, the day-to-day organization of City departments will be maintained for disaster operations, unless otherwise detailed by this plan.

#### Mayor and City Council

The Mayor and City Council are ultimately responsible for public safety and welfare within the City. They shape or modify laws, policies, and budgets to aid preparedness efforts and improve emergency management and response capabilities. They should possess a clear understanding of emergency management roles and responsibilities. When appropriate, the mayor may need to address the public.

#### City Administrator

The City Administrator works with the Director of Emergency Management to direct and control the emergency management activities of the city. The City Administrator works with the liaison officer to keep the mayor and city council informed during response and recovery efforts.

#### Department Directors

Department directors and appointed staff support the emergency management coordinator in the development and sustainment of the emergency management program. Directors and appointed staff will participate in training, exercises, and activations and establish department policies and procedures that support coordination of city resources during activations.

#### Emergency Management Committee

The emergency management committee provides guidance and support in the development and maintenance of an emergency management program and staffs the EOC during activations. The committee is comprised of department heads or their designees and other subject matter experts within the city. The committee also supports recovery efforts. As response shifts to recovery some staff may return to normal operations while other staff are reassigned to the committee.

#### Disaster Recovery Group

Similar to the Emergency Management Committee, the Disaster Recovery group consists of the City Administrator, supported by as many of the department heads, their designees, or other City personnel as the City Administrator feels are necessary to ensure effective recovery. The Disaster Recovery Group will be convened as soon as designated members are released from emergency response duties to assume active coordination of disaster recovery. Recovery directed activities might overlap emergency response activities provided that the immediate needs of the community are being met. Recovery activities include:

- Organize and staff the recovery effort.
- Coordinate the recovery of vital records and the restoration of record keeping capabilities.
- Coordinate recovery resource procurement.

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- Coordinate public information as it relates to the recovery effort.
- Coordinate emergency debris and waste removal.
- Coordinate restoration and salvage.
- Act as the point of contact with the Federal Emergency Management Agency to ensure maximum benefits from disaster programs for individuals and public entities.

### Emergency Management Coordinator

The emergency management coordinator develops and maintains the City's Emergency Management Program under the guidance of the Fire Chief. The coordinator advises executive leadership on matters of disaster prevention, mitigation, preparedness, response, and recovery. If this position is not filled, the Fire Chief retains these duties.

### Thurston County

The necessary agreements, plans, and procedures are established to create a mutual aid relationship between the City of Tumwater and Thurston County. The following assistance can be expected from each participating organization:

#### Thurston County Medic One

Administrative support of Advanced Life Support services and supplies to city EMS response. The Emergency Medical Services (or Fire Service) Unit at the EOC will coordinate Thurston County Medic One within the city as needed.

#### Thurston County Department of Emergency Management

Thurston County Emergency Management is the primary point of contact for all county preparedness, response, and recovery, and has been established under the provisions of RCW 38.52. Thurston County Department of Emergency Management will:

1. Coordinate acquisition of county mutual aid resources in support of emergency response and recovery in the city.
2. Activate the county EOC as a central direction and control point for all county activities related to the incident.

#### Thurston County Assessor

Provides maps, file information, and damage assessment information to the Damage Assessment Unit upon request. This should be coordinated through Thurston County Emergency Management.

#### Thurston County Coroner

Responsible for all activities relating to the removal, transportation, identification, and disposition of human remains. The Thurston County Coroner coordinates with the Police Department for handling human remains in the city.

#### Disaster Assistance Council

The Disaster Assistance Council, formed at the request and with the support of TCEM, shall coordinate the provision of disaster related humanitarian assistance and services to all residents of the county. Members of the Disaster Assistance Council may include:

- American Red Cross

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- Thurston County Food Bank
- Washington Information Network 2-1-1
- United Way
- Salvation Army
- Faith-based organizations
- Businesses
- Civic organizations
- Animal Services
- Housing Authority

### Intercity Transit

Provide transportation resources in support of emergency response activities. Intercity Transit coordinates through the Thurston County Department of Emergency Management.

### Washington State

Washington State, through its CEMP and the State EOC, coordinates all emergency management activities of the State to protect lives and property and preserve the environment. In addition, the State takes appropriate actions to mitigate the effects of, prepare for, respond to, and recover from the impacts of emergencies or disasters. Washington State is responsible for promoting resilience by implementing legislation that facilitates mitigation in all relevant function components of the government.

State government departments are responsible for providing various services such as specialized skills, technical assistance and training, equipment, and resources in support of state and local government emergency operations. State Government will also work with other states, the Regional FEMA Office and other Federal Agencies for interstate mutual aid, federal resources, and public and private assistance upon the Presidential Declaration of a Disaster.

### The United States of America

The federal government shall provide assistance to save lives and to protect property, the economy, and the environment in a timely manner. They are responsible for implementing national laws, regulations, guidelines, and standards as well as to ensure the free flow of commerce and the protection of privacy, civil rights, and civil liberties.

The Nation Response Framework facilitates the delivery of federal response assistance to states to help them respond to and recover from the consequences of significant emergencies and disasters. Some federal agencies are mission tasked with actions that can directly support the county response efforts prior to a federal declaration. Once a federal declaration is issued, all federal agency response efforts will be coordinated through FEMA and the Joint Field Office (JFO).

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### Mutual Aid

If local government resources prove to be inadequate during a disaster operation; requests will be made for assistance from other local jurisdictions and higher levels of government according to existing or emergency-negotiated mutual aid agreements and compacts. Such assistance may take the form of equipment, supplies, personnel, or other capabilities. All mutual aid agreements and compacts will be entered into by duly authorized officials and will be formalized in writing whenever possible. Thurston County will coordinate with and support other political jurisdictions within and outside Thurston County in emergency and disaster prevention, mitigation, preparedness, response, and recovery efforts as resources allow.

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### Communications

Leadership, at the incident level and in the EOC, facilitates communication through the development and use of a common communications plan, interoperable communications processes, and systems that include voice and data links. Integrated communications provide and maintain contact among and between incident resources, enable connectivity between various levels of government, achieve situational awareness, and facilitate information sharing. Planning, both in advance of and during an incident, addresses equipment, systems, and protocols necessary to achieve integrated voice and data communications.

The principles of communications and information management, which support incident managers in maintaining a constant flow of information during an incident, are:

- Interoperability
- Reliability, Scalability, and Portability
- Resilience and Redundancy
- Security

### Regional Interoperable Communications

The Tactical Interoperability Communication Plan (TICP) establishes the necessary elements for interoperable communications in Tumwater. It is used throughout Homeland Security Region 3, which includes the counties of Thurston, Mason, Lewis, Pacific, and Grays Harbor. The TICP will provide interoperable communication resources including contact information and compatible frequencies within the region.

### Alert and Warning

When there is a demonstrated need, particularly if timeliness is critical to protect life and property, the city activates alert and warning systems. Messaging will depend on the nature of the hazard, the quality and quantity of information available, and resources available. For more information see the Department Annexes: Executive Department.

### Public Information

It is essential that accurate, timely and consistent information be disseminated to the public when the EOC is activated. The EOC's Public Information Officer is the primary point of contact for City messaging when the EOC is activated. For more information see the Executive Department section.

### Limited English Proficiency (LEP)

Although, the City of Tumwater does not have any language groups that are considered significant population segments, the City contributed to the regional LEP planning effort. Assets are mobilized during emergencies or disasters to provide accurate, coordinated, and timely life safety information to impacted individuals with limited English proficiency. For more information refer to the Thurston County Comprehensive Emergency Management Plan for greater detail on LEP planning in the region.. The two language groups with the greatest potential to be considered significant population segments in the future for the City of Tumwater are Spanish and Vietnamese.

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### Access and Functional Needs

#### General

- Know your impacted community. Identify the pre-existing vulnerabilities, needs, and assets that exist within the impacted communities.
- Respond in collaboration. Identify and include in the response activation process representatives from the impacted populations who understand the issues of the geographic area and cultural needs.
- Ensure messages are audience appropriate. Make all messages clear, easily understandable, and culturally and linguistically appropriate.
- Reflect target demographic in visuals. Ensure that emergency responders who serve as PIOs/outreach team/speakers include individuals that are representative of the demographics of the impacted community.
- Coordinate with community influencers. Get active, ongoing feedback to confirm message content, language and style, engagement approaches, dissemination platforms, and distribution timing slated for PIO response outreach matches the unique characteristics of the targeted diverse populations' needs and preferences.
- Use targeted outreach platforms. Identify specific, vetted communication channels that will be most effective in reaching the impacted target populations.
- Use multiple outreach channels and methods. Use a wide range of trusted voices and channels, both formal and informal, to ensure messages are received, understood, and acted upon.
- Utilize local trusted and ethnic media outlets. Utilize trusted community voices and channels of communication, such as ethnic media, community-based, and faith-based organizations. Reach immigrants and populations with limited-English proficiency (LEP) using the media outlets that impacted populations normally listen to or will consult and will be supportive of the response outreach.
- Provide access for access and functional needs. Alert individuals with sensory or cognitive disabilities and others with access and functional needs (AFN) in the workplace, in public venues, and in their homes. Print materials should be accessible to persons with disabilities, and electronic materials should be 508 compliant.
- Evaluate the appropriateness of the outreach message and engagement approach. Using individuals that know the culture and language, evaluate the comprehension, retention, and anticipated behavior/desired response actions.

#### Individual Needs

- Children: May be reluctant to follow instructions from strangers. Should never be separated from an adult caretaker. If alone, should be provided with a caretaker immediately and have their situation communicated to the Department of Child and Family Services.
- Visually Impaired: May be extremely reluctant to leave familiar surroundings when the request for evacuation comes from a stranger. A guide dog could become confused or disoriented in a disaster. People who are blind or partially sighted may have to depend on others to lead them, as well as their dog, to safety during a disaster.
- Hearing Impaired: May need to make special arrangements to receive alerts and warnings.
- Mobility Impaired: May need special assistance getting to a shelter.

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- Single Working Parent: May need help to plan for disasters and emergencies to ensure child safety.
- Non-English or Limited-English Speaking Persons: May need assistance planning for and responding to emergencies.
- People without Vehicles: May need to make arrangements for transportation. Work with respective County transportation entities regarding AFN and ADA compliant transportation options.
- People with Special Dietary Needs: Should take special precautions to have an adequate emergency food supply.
- People with Medical Conditions: Should know the location and availability of more than one facility if dependent on a dialysis machine or other life-sustaining equipment or treatment.
- People with Intellectual Disabilities: May need help responding to emergencies and getting to a shelter.
- People with Dementia: Should be registered in the Alzheimer's Association Safe Return Program.
- Households with Pets: Extra consideration for evacuation planning and resource needs. Additional communications specific to pet care for preparedness and response. Reunification and care of displaced pets.
- People with Service Animals: Accommodations for service animals at all locations. Precautions for food and care items for animals in addition to human needs.

### Communication Challenges and Recommendations

- Communications systems are evaluated at a minimum after any significant exercise or activation. The City of Tumwater recognizes the importance of identifying challenges in order to reduce any potential risks to the city. Some of the communications based needs the have been identified include:
- Amateur Radio infrastructure is lacking in the EOC. Identify funding to purchase equipment and have it installed by a licensed vendor. Coordinate with local Ham Radio operators to have qualified staff in the EOC during activations.
- The city has the ability to notify the public during emergencies and disasters. However, most notifications require residents to opt in to receive alerts. Consequently, a significant portion of the population will not receive certain types of alerts during an emergency or disaster. To address this need, the City participates in countywide public education efforts.
- Emergency Management does not currently have access to a satellite phone. Determine the satellite needs of emergency management and identify funding to make a purchase.
- Translated communications are available, but sometimes the cultural competency of a pure translation is limited. Include additional cultural competency in its existing language access programs.
- The differing levels of familiarity and comfort with technology lead to different types of engagement in the programs designed to support the EOC operations. Increased training and exercise will improve the comfort of responders on the existing technology.



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### Administration

Any document generated by the EOC should be maintained as a part of the incident files including, but not limited to:

- Situation Reports
- Requests for Proclamations of Emergency
- Requests for Assistance
- Costs/Expenditures Reports
- Damage Assessment Reports
- After-Action Reports

### Documentation Process

All disaster/emergency records will be kept in compliance with current federal, state and local laws. Records will be kept in such a manner to separately identify incident-related expenditures and obligations from general programs and activities of local jurisdictions or organizations. Complete and accurate records are necessary to document requests for assistance, for reimbursement under approved applications pertaining to declared emergencies or major disasters, and for audit reports.

Final documents are submitted either electronically or in hard copy format to be collated into the complete incident records. The EOC may choose to activate the documentation unit leader position in the planning section to assist with the management of all EOC documents and records. This position becomes progressively more important as the size and complexity of the response increases. In the absence of an assigned position, the responsibility falls to the Planning Section Chief.

### Retention and Preservation

EOC staff are responsible for submitting all disaster/emergency related documents for retention. All disaster/emergency records will be kept in compliance with current federal, state and local laws.

The City of Tumwater follows the Local Government Common Records Retention Schedule per the Washington State Secretary of State.

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### Finance

#### General Regulations

Local jurisdictions requesting assistance should assume the resources requested will need to be paid out of local funding. Local jurisdictions may incur disaster-related obligations and expenditures in accordance with the provisions of RCW 38.52.070(2).

FEMA requires that state and local governments receiving federal financial assistance under the Stafford Act comply with FEMA's rules prohibiting discrimination, as provided in 44 Code of Federal Regulation (CFR) § 206.11. As a result of this federal requirement, state and local governments seeking to receive federal disaster assistance will follow a program of nondiscrimination and incorporate FEMA's Whole Community approach.

All personnel carrying out federal major disaster or emergency assistance functions, including the distribution of supplies, the processing of applications, and other relief and assistance activities, shall perform their work in an equitable and impartial manner, without discrimination on the grounds of race, religion, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability or other basis prohibited by state or federal law

As a condition of participation in the distribution of assistance or supplies under the Stafford Act, government bodies and other organizations shall provide a written assurance of their intent to comply with regulations relating to nondiscrimination promulgated by the President or the administrator of the Federal Emergency Management Agency (FEMA), and shall comply with such other regulations applicable to activities within an area affected by a major disaster or emergency as the administration of FEMA deems necessary for the effective coordination of relief efforts.

The PETS Act amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The PETS Act is operational when a federal disaster declaration is made and can provide reimbursement for allowable, documented services used in the declared emergency. Eligible costs related to pet evacuations and sheltering is in FEMA's Public Assistance Program and Policy Guide (PAPPG).

#### Incurred Costs Tracking (Expenditure Approval)

In a disaster/emergency, some procurement processes may need to be altered for life safety purposes, but to the best of the city's ability, all purchases will follow regular procurement rules for the city.

If agencies/departments are making internal purchases related to a disaster, and operational budgets will allow for covering the items, regular daily procedures will be followed. The EOC is authorized to make purchases based on the needs of the event. This fluctuates based on the type of event and the state of the response/recovery.

The EOC uses the ICS structure for tracking and approving costs including a finance section. All EOC purchases will be made using the ICS structure and approval process. Purchases will be approved by EOC Manager.

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Purchases over the established threshold may need to be approved by the Mayor or Council prior to the funding made available.

The finance section in the EOC will ensure appropriate documentation is being collected and tracked in compliance with local, state, and federal regulations.

### Cost Recovery

Disaster-related expenditures may be reimbursed under a number of state and federal programs. Reimbursements may be authorized for approved costs for work performed in the protection or restoration of public facilities or functions. In addition, funding may be available for individuals or businesses to assist with the recovery process.

It is the policy of the City of Tumwater to apply for any reasonable funding opportunity after a disaster/emergency to attempt to recoup some of the expenses incurred. Many of these programs shift in requirements, and there should be an expectation of volatility in the future of grant funding. Any funding sources attempted will need to be reviewed at the time of application for the appropriateness of the source and to ensure requirements are being met by the city.

### Federal Assistance Programs

#### Public Assistance (PA) Program

FEMA's Public Assistance (PA) grant program provides federal assistance to government organizations and certain private nonprofit (PNP) organizations following a presidential disaster declaration. PA provides grants to state, tribal, territorial, and local governments, and certain types of PNP organizations so that communities can quickly respond to and recover from major disasters or emergencies. Through the program, FEMA provides supplemental federal disaster grant assistance for debris removal, life-saving emergency protective measures, and the repair, replacement, or restoration of disaster-damaged publicly owned facilities and the facilities of certain PNP organizations. The PA program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process. The federal share of assistance is up to 75 percent of the eligible cost.

#### Individual Assistance (IA) Program

FEMA provides assistance to individuals and households through the Individual Assistance Program, which includes all of the following:

- Mass Care and Emergency Assistance (MC/EA)
- Crisis Counseling Assistance and Training Program (CCP)
- Disaster Unemployment Assistance (DUA)
- Disaster Legal Services (DLS)
- Disaster Case Management (DCM)
- Individuals and Households Program (IHP)

IHP is comprised of two categories of assistance: Housing Assistance (HA) and Other Needs Assistance (ONA).

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### Small Business Administration (SBA)

SBA provides low- or no-interest disaster loans to help businesses and homeowners recover from declared disasters. The SBA declaration process has a lower threshold than FEMA and will only assist those who do not meet FEMA requirements.

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### Logistics

During a disaster/emergency, the city will utilize all available jurisdictional and mutual aid resources. Once those resources are exhausted, the city will promulgate a Declaration of Emergency, and the City EOC will work with the County ECC to request additional resources.

The EOC has qualified staff members assigned to manage logistics and procure resources. If the County ECC cannot fill a particular resource, requests for assistance (RFAs) should then be routed to the State EOC's (SEOC) Logistics Section for additional support.

### Procurement

The Washington Intrastate Mutual Aid System (WAMAS), established in RCW 38.56, provides for in-state policy assistance among member jurisdictions, to include every county, city, and town of the state. Federally recognized tribal nations located within the boundaries of the state may become a member upon receipt by the Washington State Military Department, of a tribal government resolution declaring its intention to be a member of WAMAS. Members of WAMAS are not precluded from entering into or participating in other mutual aid agreements that are authorized by law. WAMAS does not replace current mutual aid agreements; it is a mutual aid tool to use when other agreements do not exist.

Out-of-state mutual aid resources are requested through the Emergency Management Assistance Compact (EMAC), established in Public Law 104-321, or the Pacific Northwest Emergency Management Arrangement (PNEMA), established in Public Law 105-381, both coordinated through Washington Emergency Management Division.

Resources should deploy only when appropriate authorities request and dispatch them through established resource management systems. Resources that authorities do not request should refrain from spontaneous deployment to avoid overburdening the recipient and compounding accountability challenges.

Resource requests are tracked throughout their entire life cycle, from the time submitted until filled (if consumable), or until the resource is demobilized and returned (if non-consumable). Supply chain elements, such as state and local staging areas, reception and integration centers, movement coordination centers, and movement control points activate as appropriate to the situation. State and local staging areas serve as temporary storage areas for the movement of resources to affected areas. Reception and integration centers provide reception, integration, onward movement, and accountability for out-of-state resources.

### Resource Gaps

Comprehensive and integrated planning can help the city identify capabilities and deficiencies. By knowing the extent of the city's capability, planner efforts can pre-identify shortfalls and develop pre-scripted resource requests.

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### Resource Requests

NIMS resource management guidance enables many organizational elements to collaborate and coordinate to systematically manage resources—personnel, teams, facilities, equipment, and supplies. Most jurisdictions or organizations do not own and maintain all the resources necessary to address all potential threats and hazards. Therefore, effective resource management includes leveraging each jurisdiction’s resources, engaging private sector resources, involving volunteer organizations, and encouraging further development of mutual aid agreements. When the EOC identifies resource needs that cannot be met by City resources or mutual aid, a 213RR will be completed and sent to the Thurston County ECC.

#### Specialized Resources

A similar process will be used for specialized resources.

### Resource Typing

Resource typing is defining and categorizing incident resources by capability. Resource typing definitions establish a common language for discussing resources by defining minimum capabilities for personnel, teams, facilities, equipment, and supplies. Resource typing enables communities to plan for, request, and have confidence that the resources they receive have the capabilities they requested. City of Tumwater will type and credential resources in accordance with NIMS guidance.

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### Plan Maintenance

#### Review

##### Cyclic

This plan shall be reviewed on a five-year cycle commencing one year from its effective date. The cycle may be adjusted to comply with future guidance from the State EOC. The Emergency Management Coordinator will coordinate the review of the basic plan and applicable Department Annexes and work with the state to ensure all applicable changes in law are incorporated into the revision process.

##### Post Activation

After Action Reviews are ideal for identifying strengths and gaps in the Emergency Management program. Activation challenges are at the forefront of each staff members mind and can be thoroughly documented. The better the documentation the more effective and impactful programmatic changes will be. Following activations for incidents and exercises, an after-action review will be conducted by the Emergency Management Coordinator. The basic plan and applicable Department Annexes will be included in the review process when appropriate as well as other supporting documents. Lessons learned will be recommended for incorporation. The emergency management coordinator is responsible for implementing recommended changes.

#### Revision

Generally, revisions to this plan will be submitted to the City Administrator for approval. However, revisions which clarify existing portions of the plan, that reflect changes in state or federal requirements, or that adjust responsibilities to better reflect organizational capabilities or structure may be made if the revisions cannot be construed as establishing or changing city policy, and the City Administrator is advised of any changes prior to their implementation.

##### Record of Changes and Corrections

Change No.	Date of Change	Location/ Page(s) Changed	Initials
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			

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### Reports

The Emergency Management Coordinator will report to the Fire Chief within six months following the end of each review cycle. The report will include a review of how the plan has performed, a summary of revisions, and any recommendations for change requiring approval.

### Training

The Emergency Management Coordinator will develop and implement a training program for city staff that ensures compliance with this plan.

### Exercises

This plan or portions of this plan will be exercised annually to provide controlled practical experience to those individuals who have disaster response and recovery responsibilities. At a minimum, the exercise schedule and type will comply with state and federal requirements.

### Distribution

The City of Tumwater Comprehensive Emergency Management Plan is available on the City's website and stored on the City's Network. Physical copies will be kept in the Emergency Operations Center, Public Works Coordination Center, and City Clerk's Office.



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### Acronyms and Definitions

1. Activated/Activation: The status of a “system” resource mobilized in response, or in anticipation of a response, to an incident requiring direction and control at a capacity larger than field incident command.
2. All-Hazards: Describing an incident, natural or manmade, that warrants action to protect life, property, environment, and public health or safety, and to minimize disruptions of government, social, or economic activities.
3. Awareness: The continual process of collecting, analyzing, and disseminating intelligence, information, and knowledge to allow organizations and individuals to anticipate requirements and to react effectively.
4. CAP: Civil Air Patrol.
5. CBRNE: Chemical, Biological, Radiological, Nuclear and Explosives.
6. CEMNET: Community Emergency Management Network.
7. CEMP: Comprehensive Emergency Management Plan.
8. Command: The function in the Incident Command System responsible for overall direction and control of the incident.
9. Critical Infrastructure: Assets, systems, and networks, whether physical or virtual, so vital that the incapacitation or destruction of such assets, systems, or networks would have a debilitating impact on security, economic security, public health or safety, or any combination of those matters.
10. Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches that support critical infrastructure.
11. CD: Community Development.
12. Declaration of Emergency, local: An indication that extreme measures may be necessary to preserve life and property; a declaration by the Mayor; activates certain emergency powers.
13. Demobilization: The orderly, safe, and efficient return of an incident resource to its original location and status.
14. Disaster Welfare Information: A system for disaster victim registration coordinated by the American Red Cross.
15. EAS: Emergency Alert System.
16. Emergency Management: Organized analysis, planning, decision-making, and assignment of available resources to mitigate, prepare for, respond to, and recover from the effects of any hazard.
17. Emergency Medical Services: A national network of services coordinated to provide aid and medical assistance from primary response to definitive care; involves personnel trained in rescue, stabilization, transportation, and advanced treatment of traumatic or medical emergencies.
18. Emergency Support Function: A grouping of government and certain private sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.
19. Emergency Worker Compensation: Liability coverage for certain volunteer emergency workers under the

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provisions of the Revised Code of Washington, Chapter 38.52.

20. EMS: Emergency Medical Services.
21. EOC: Emergency Operations Center.
22. Emergency Operations Center: The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, tribe), or some combination thereof.
23. ESF: Emergency Support Function.
24. Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.
25. Event: A significant event or designated special event requiring security, such as inaugurals, State of the Union addresses, the Olympics, and international summit conferences.
26. FEMA: Federal Emergency Management Agency.
27. Finance/ Administration Section: Section in the Incident Command System responsible for coordination of fiscal control measures, cost tracking, and procurement management.
28. Ham: Amateur Radio, a licensed citizen radio system.
29. Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.
30. Hazard Mitigation: Any action taken to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities.
31. Hazardous Material: A substance or material, including a hazardous substance, pollutants, and contaminants which have been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated.
32. HAZMAT: Hazardous Materials.
33. ICP: Incident Command Post.
34. ICS: Incident Command System.
35. Incident: An occurrence or event, natural or human-caused, which requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.
36. Incident Action Plan: An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.
37. Incident Command Post: The field location at which the primary tactical-level, on-scene incident command functions are performed.
38. Incident Command System: Nationally recognized emergency management method for the coordination of

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multiple resources in a complex incident. Adaptable to single jurisdiction/single agency; single jurisdiction/multiple agency; multiple jurisdiction/multiple agencies. Consists of 5 primary components: Command, Operations, Planning, Logistics, and Finance/Administration.

39. JIC: Joint Information Center.
40. Joint Information Center: A facility established to coordinate all incident related public information activities on-scene. It is the central point of contact for all news media at the scene of the incident. Public information officials from participating federal, State, local, and tribal agencies and nongovernmental entities also may co-locate at the JIC.
41. Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority for incident mitigation. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).
42. LEPC: Local Emergency Planning Committee.
43. Local Emergency Planning Committee: A committee that represents local governments, emergency response officials, environmental and resident groups, industry and other interested parties in each of the 40 emergency planning districts in Washington state that was established by the State Emergency Response Commission to coordinate hazardous material issues and carry out the mandate of the Emergency Planning and Community Right-to-Know Act of 1986.
44. Logistics Section: Section in Incident Command System responsible for the acquisition and tracking of personnel, supplies, equipment, transportation resources, and facilities.
45. LOTT: Lacey, Olympia, Tumwater and Thurston County Clean Water Alliance.
46. Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often identified by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.
47. Mobilization: The process and procedures used by Federal, State, local, and tribal organizations for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.
48. Mutual Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.
49. National Incident Management System: A system that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility between Federal, State, local, and tribal capabilities, NIMS includes a core set of concepts, principles, and terminology. They are identified as the ICS; multi-agency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.
50. NAWAS: National Warning System.

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51. NGO: Non-governmental Organization.
52. NIMS: National Incident Management System.
53. Non-governmental Organization: An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.
54. Operations Section: Section of the Incident Command System responsible for coordination of emergency resources involved in the direct response to the incident including fire, emergency medical services, police, public works, and mass care.
55. PIO: Public Information Officer.
56. Planning Section: Section of the Incident Command System responsible for operational planning, information management, and documentation.
57. Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.
58. Prevention: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Prevention measures may be implemented prior to, during, or after an incident. Prevention measures are often identified by lessons learned from prior incidents. Prevention involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Prevention can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.
59. Proclamation of Disaster, Presidential: Activates certain federal assistance under the provisions of Public Law 93-288 the Robert T. Stafford Disaster Relief Act; made by the President; requested by the Governor.
60. Recovery: The development, coordination, and execution of service and site restoration plans; the reconstitution of government operations and services; individual, private sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.
61. Response: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.
62. RCW: Revised Code of Washington.
63. RTF: Recovery Task Force.
64. Sit-Rep: Situation Report.
65. SAR: Search and Rescue.
66. SORT: Special Operations and Rescue Team.

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- 67. TFD: Tumwater Fire Department.
- 68. TPD: Tumwater Police Department.
- 69. TED: Transportation & Engineering Department
- 70. TCOMM: Thurston County 9-1-1.
- 71. TMC: Tumwater Municipal Code
- 72. Urban SAR: Search for and recovery of persons trapped in collapsed structures, confined spaces, and debris.
- 73. WRS: Water Resources & Sustainability Department
- 74. WSP: Washington State Patrol.

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### Executive

#### Summary

The Executive Department provides executive leadership to the City organization, works with the City Council on goal-setting and public policy, supports other departments in their approach to public involvement work, manages media relations, and produces general information such as the website, social media, newsletters, and publications, hosts educational and community engagement opportunities, supports the City Council scheduling and communications, and works closely with other jurisdictions and outside agencies.

#### Core Capabilities

The following core capabilities align with the responsibilities of the Executive Department:

##### All Phases

- Planning
- Public Information and Warning

##### Mitigation

- Community resilience
- Long-Term Vulnerability Reduction

##### Recovery

- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources

#### Emergency Support Functions

The city does not use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Executive Department.

- ESF-2: Communications
- ESF-5: Emergency Management (Supporting)
- ESF-14: Long Term Community Recovery (Supporting)
- ESF-15: External Affairs

#### Public Information and Communications Systems

##### Introduction

##### Purpose

To ensure effective dissemination of emergency information and instructions to the public before, during, and after an emergency or disaster. Assign Emergency Public Information and Warning responsibilities to allow for the rapid dissemination of essential information to the population in times of emergency; and to establish a

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communications system for effective flow of information during an emergency.

### *Scope*

The communication and warning assets of all City organizations including radio, voice, and data links, telephone and cellular systems, amateur radio, and the Emergency Alert System (EAS) and National Warning System (NAWAS). Process, coordinate, and disseminate information for City of Tumwater, City officials, employees, the media, and the public.

### *Policies*

The city relies on the warning capabilities of federal and state government, and the news media for dissemination of warning information. Where there is a special need that is not being met by standard warning dissemination methods, the city may supplement those systems.

Thurston County Division of Emergency Management is responsible for maintenance of the primary warning reception point for this region, a component of the National Warning System located at TCOMM.

All relevant agencies will work in close cooperation with Thurston County Division of Emergency Management to ensure that warning and emergency public information impacting the city and county are consistent and coordinated.

It is essential that accurate, timely and consistent information be disseminated to the public when the EOC is activated. City Departments and Offices will coordinate the development and dissemination of all disaster related public information through the EOC Public Information Officer.

### *Situation*

#### *Emergency/Disaster Conditions and Hazards*

Communications, Information Systems, and Warnings are an essential element in responding to an emergency. Coordination of emergency action, determining the scope of the emergency, links to persons in need, dissemination of emergency information, warning the public of immediate peril, quelling rumors and misinformation, and managing community resources, requires the maximum use of all existing and supplemental communications resources.

#### *Planning Assumptions*

1. The dissemination of emergency public information and warning depends on survival and operability of communications equipment and systems, the time of day, the speed of the onset of the threat, conditions within the hazard area, and interpretation of the information by a diverse population, with language and cultural differences, as well as many other unforeseen hindrances.
2. Normal means of communications in the affected areas may be either destroyed or largely incapacitated; therefore, only limited and incomplete information is anticipated from the disaster area until communications can be restored.
3. Sufficient support personnel will be available to coordinate public information and interface with the media and other agencies.
4. Demands for information from media outside the city will be significantly increased in a disaster.
5. Sufficient communications will be established to support public information efforts.
6. Following a disaster, the Emergency Alert System (EAS) will be available to the City of Tumwater.
7. When appropriate the State Emergency Operations Center will establish a Joint Information Center (JIC) to

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coordinate federal, state, and local information.

### Concept of Operations

The need for rapid dissemination of essential information during an emergency necessitates the activation of a central public information system. The Public Information Officer within the EOC will coordinate this system. The nature of the emergency and the level of EOC activation will define the extent to which this system is engaged. When appropriate the PIO will coordinate their actions with the Thurston County Joint information Center.

### *Public Information Objectives*

1. To warn the public of hazardous situations and impacts.
2. To instruct the public on protective measures that can be taken.
3. To coordinate the City's release of public information to the media.
4. To control rumors and reassure the public.
5. To provide ongoing information about emergency operations and emergency services.
6. To instruct the public on disaster assistance and recovery services and procedures.

### *Communications Systems Objectives*

1. Identify all existing communications assets and capabilities.
2. Plan for the best use of those resources under emergency conditions.
3. Provide for augmenting existing communications with outside resources as needed.

### *Special Populations including LEP*

- There are several non-English speaking communities in the City of Tumwater. In the event that public information needs to be translated, interpreters will be coordinated through the EOC. Special instructions and provisions may be made for hospitals, nursing homes, schools, or other groups.
- A capability, beyond the existing warning system, for individual dissemination of warnings to the hearing impaired, sight impaired and non-English speaking groups is under development. In addition, Thurston County Emergency Management maintains a page on their website that provides useful preparedness links for non-English speaking groups and individuals with disabilities. The City of Tumwater also maintains a useful links page on the City website.

### *National Warning System*

The National Warning System established and maintained by the Federal Emergency Management Agency, is the primary means of receiving and disseminating warning to state and local officials within Washington State. The Washington State Division of Emergency Management operates the Washington State warning point 24 hours a day. The Thurston County NAWAS receiving point is TCOMM. Information received via NAWAS that impacts the city is forwarded to the Fire Department on a 24-hour basis. The Fire Department will then notify the Emergency Management Coordinator or a designee when appropriate.

### *Emergency Alert System*

According to the Emergency Alert System (EAS) procedures for the Thurston-Mason Counties Operational Area, radio station KGY is the primary Common Program Control Station (CPCS-1) under the EAS. Designated officials will activate the EAS through station KGY. All other local participating stations will monitor and repeat official information according to their procedures. Details for the activation of the Emergency Alert System for the Thurston/Mason Counties area are published separately.



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### *Communications Coordination*

Day-to-day operational communications systems are seldom sufficient to meet the increased communications needs created by a major community emergency. Communications coordination is necessary to provide for the best use of all public, private, and volunteer communications systems, and to ensure that all those systems are linked appropriately to the city EOC. To the extent possible, all departments will operate their communications according to their routine protocols. Linkages to the EOC will be supplemental to standing communications protocols.

### *Communications Coordinator*

The Emergency Management Coordinator will be responsible for establishing and maintaining an emergency communications capability in support of City operations. A Communications Coordinator may be designated for this purpose. Communications Coordinator duties may include:

- Maintaining equipment inventories.
- Maintaining current radio frequencies in use in the Tumwater area.
- Scheduling tests and exercises to ensure communications readiness.
- Identifying support communications resources and establish agreements and procedures for their use in time of need.
- Assuming operational control of supporting communications systems, in cooperation with TCOMM and Thurston County Emergency Management, this includes allocation of communications resources.
- Coordinating the restoration of communications capabilities in the city following a disaster.

### *Capabilities*

Communications equipment will be established at the EOC for the purpose of maintaining links with the necessary elements of the emergency response organization. The EOC has direct radio communication to all fire, police, emergency medical services, and public works.

### *Regional Communications*

Overall coordination of public safety communications services is the responsibility of TCOMM. TCOMM is the 24-hour direction and control point for routine communications.

### *Support Communications*

Provisions will be made for the use of auxiliary communications systems, including Amateur Radio, Citizens Band, and Business Band radio systems. Amateur Radio resources will be coordinated with Thurston County Emergency Management.

### *Telecommunications*

Emergency 9-1-1 access will remain the responsibility of TCOMM during an emergency. The establishment of a telecommunications capability at the EOC will augment public access. The IT Division of the Finance Department will coordinate the telecommunications needs of Emergency Management in a disaster, including cellular telephone use.

### *Shelter Communications*

The American Red Cross (ARC) will determine the methods for communication between mass care shelters and the EOC. Communications resources will be provided to the American Red Cross through Thurston County Emergency Management.

Communication with the State EOC will be via the following systems:

- Telephone.
- Internet/email.

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- Radio Amateur Civil Emergency Services (RACES) statewide network.
- Emergency Radio System Comprehensive Emergency Management Network (CEMNET) via Thurston County Emergency Management.
- National Warning System Hotline (NAWAS) via Thurston County Emergency Management and/or TCOMM.
- Runner to the state EOC.

### Organization:

- The Public Information Officer will be established in the EOC to coordinate all public information activities.
- The Fire Department will function as the 24-hour warning point for receipt of warning information impacting the city.
- A Communications Team may be established at the Tumwater EOC to coordinate communications for city operations.

### Procedures

#### Dissemination

- Methods for dissemination of local emergency information and instruction will be determined by the Public Information Officer depending on available means as appropriate to the emergency including radio, newspapers, television, electronic communications, mobile public address systems, and door-to-door.
- Information will also be disseminated to City Council, elected officials, emergency personnel in the field, and other city employees so they know what information and guidance is being released to the public. Dissemination of public information regarding city activities and services relating to an emergency should be reviewed and coordinated with the Public Information Officer.
- Notices may include information for:
  - Evacuation, sheltering, and shelter-in-place
  - General survivor assistance (i.e. medical care, shelter locations)
  - Food and water
  - Public health protection.
- A Joint Information Center (JIC) may be established to coordinate emergency public information where multiple jurisdictions are involved in the emergency response. This facility would be in direct contact with the EOC, may include information officers from other jurisdictions, and may be in conjunction with state/federal information efforts. The location of the JIC will be determined on a case-by-case basis.
- The City Communications Manager will maintain up-to-date distribution lists.

#### Warning

The Warning System provides for immediate dissemination of warnings and alerts to key officials and the general public. It consists of a combination of external sirens, key personnel notification, Emergency Alerting System (EAS) activation, and any other practical means of alerting the public to the presence of an immediate hazard to life and property.

#### Primary Warning Point

TCOMM is the primary receiving and reaction point for warning information. All warning information received which impacts the city will be forwarded to the Emergency Management Coordinator or designee at the earliest possible opportunity.

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### *Automatic Activation*

The warning system may be activated by TCOMM, without prior authorization from the Emergency Management Coordinator, if the TCOMM Duty Supervisor determines the timely and immediate dissemination of warnings is warranted by the nature of the threat. Policies and procedures will be in place to define the parameters for automatic activation of the warning system.

### *Prevention and Mitigation:*

- Provide information about hazards that may influence the siting of facilities and deployment of resources.
- Develop and implement Public Education campaigns.

### *Preparedness*

- Draft procedures, train on and practice those procedures as discrete drills and tabletop exercises or as part of integrated emergency exercises. Individual support agencies provide preparedness activities that vary with each agency.
- Acquire or identify for future acquisition necessary resources and equipment.

### *Response*

- Media briefings are provided as often as needed, usually twice a day. Social media posts and website updates occur with available staffing on an ongoing basis.
- Maintain concurrent 12-hour operational periods for staffing patterns and cyclic activities for information sharing.
- Share information with Command, General Staff, and the Situation Unit.
- Information needed may be obtained from documents produced by the Planning Section/Situation Unit and from the Logistics section. Details may also be captured from the other Units within the Operations Section.

### *Recovery*

- The recovery process for communications is dispersed amongst the different agency needs and requirements. Recovery information will be disseminated through standard city communication methods and the emergency tools identified.
- Collect damage information in support of the preliminary damage assessment.
- Staff a resident call line for taking reports of damages to private property.

### *Responsibilities*

#### *Public Information Officer (PIO)*

- Establish and coordinate an emergency information capability. The PIO will be the primary point of contact for the news media. In times of emergency, the PIO will establish an Emergency Public Information capability and support the public information needs of the incident in cooperation with the Emergency Management Coordinator.
- Prepare and distribute public information releases to the public regarding disaster preparedness, response and recovery. Assume coordination of news media covering the disaster impact in the city.
- Establish a Joint Information Center (JIC) as needed to coordinate emergency public information when multiple agencies are involved in the disaster response. Establish close coordination with state, federal and private sector public information systems.
- Establish rumor control and countermeasures capability.

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- Provide for coordination with neighborhood groups.
- Obtain approval for all releases from the EOC Manager.
- Monitor news media coverage of the incident.
- Coordinate the release of public information with Thurston County Department of Emergency Management where appropriate.
- Support the Mayor, Council, City Administrator and department directors in their public information and public confidence roles.

### *Fire Department: Emergency Management Division*

- Develop EOC procedures for coordination of city communications resources in an emergency.
- Develop procedures for the 24-hour receipt and dissemination of warning and emergency public information.
- Develop and maintain notification lists and procedures for alerting key city personnel.
- Develop and maintain procedures for activation of warning systems.
- Coordinate warning plans with Thurston County Emergency Management.
- Coordinate all warning dissemination with Thurston County Emergency Management.
- Determine which warnings are significant to the City of Tumwater.
- Attempt to provide warning and emergency information to School Districts

### *TCOMM*

- Develop and maintain procedures for providing disaster information with the city EOC and Thurston County Emergency Management when appropriate.
- Assist with the dissemination of information and warnings as requested.

### *Police Department*

- Assist with the dissemination of warnings.

### *Fire Department:*

- Receive warning information from diverse sources and forward that information to the Emergency Management Coordinator.
- Assist with the dissemination of information and warnings.

### *Department of Public Works:*

- Provide support communications through department communications resources.

### *Recreation & Cultural Services:*

- Provide support communications through department communications resources.

### *Resource Requirements*

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

### *References*

Thurston County CEMP: ESF-15 External Affairs for Joint information System/Joint Information Center and LEP.

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### Community Development

#### Summary

The Community Development Department provides permitting services, plan review, inspections, code enforcement, and long-range comprehensive planning for the City of Tumwater.

#### Core Capabilities

The following core capabilities align with the responsibilities of the Community Development:

##### All Phases

Planning

Operational Coordination

##### Mitigation

Community resilience

Long-Term Vulnerability Reduction

##### Recovery

Economic Recovery

Health and Social Services

Housing

Natural and Cultural Resources

#### Emergency Support Functions

The city does not use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Community Development:

ESF-3: Public Works and Engineering (Supporting)

ESF-5: Emergency Management (Supporting)

ESF-6: Mass Care, Emergency Assistance, Housing, and Human Services (Supporting)

ESF-14: Long Term Community Recovery

#### Recovery Planning

##### Introduction

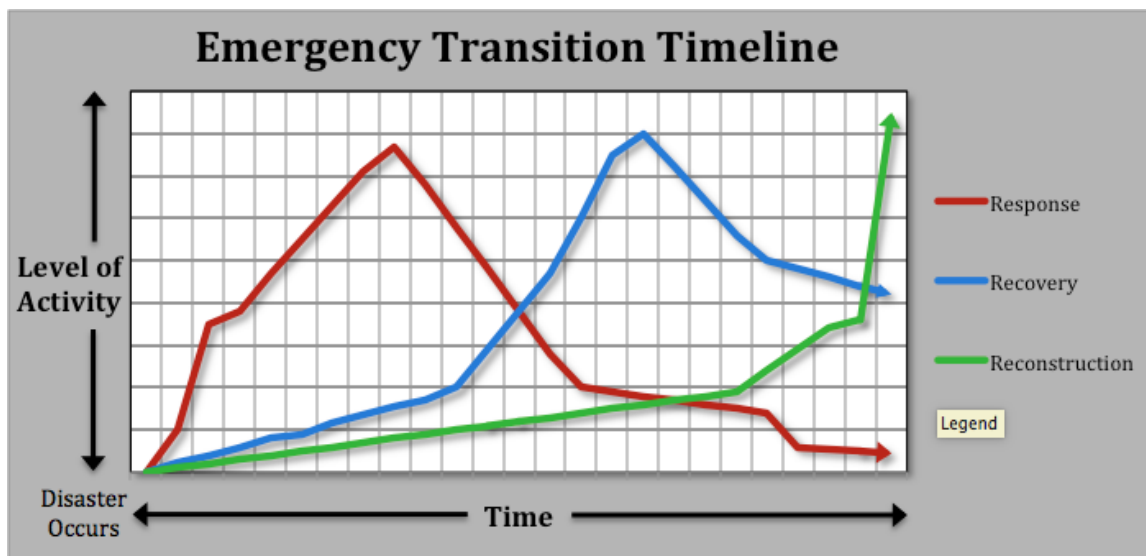
##### *Purpose:*

The purpose of this annex is to provide guidance when executing recovery measures after an incident has occurred. This document is for reference only, it does not modify or supersede the Comprehensive Emergency Management Plan. For more information on Recovery Planning see Emergency Support Function 14: Long Term Community Recovery.

##### *Emergency Transition Timeline:*

Recovery activity occurs in every stage of the incident but begins to accelerate and increase as response activity decreases.

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### Fiscal Health

After Life safety and Life Sustaining measures are under control, a key concern during Disaster Recovery is the fiscal health of the community. A disaster can produce a short-term recession in the community as permanent property loss caused by the incident decreases tax revenues. Without the return of business and tax revenues, Recovery will be slow at best, and possibly impossible.

### Recovery Choices

Generally, Recovery can be executed in the following ways or combination of the three:

1. Repair/rebuild with no significant changes to infrastructure or city/ community design in order to restore needed services as quickly as possible.
2. Repair/rebuild with upgrades to infrastructure and city/community design to mitigate the effects of similar incidents in the future. This may create cost recovery issues for the public as in most cases FEMA only pays to return to pre-existing conditions. It may be possible to force private property owners to rebuild according to updated building codes and regulations.
3. Don't rebuild and relocate the facility or abandon it.

### Initiating Recovery

Identify and establish the timing and process for transitioning from Emergency Response activities into Recovery Activities. As seen in the Emergency Transition Timeline, Short-term Recovery efforts should be implemented concurrent with response activities. Balancing Response activity that makes it possible for residents to survive the event and early Recovery activity that keeps the community inhabitable can be a difficult process. Until it is clear that response activity is coming to an end both phases should be monitored closely in case deployment changes are needed.

### Recovery Plan

The Recovery Plan should identify city staff that will be involved and differentiate between Short-term, Mid-term, and Long-term Recovery. The Recovery Plan staff should include the following positions and the Recovery Task Force (RTF):

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### Recovery Manager

The Recovery Manager acts as a coordinator during the recovery process. The Recovery Manager helps push the process forward and may be an appropriate choice for the Recovery Champion as well. The Recovery Manager should not be confused with the Recovery Task Force Leader.

### Recovery Champion

The Recovery Champion stays with the incident through every phase of the process, from the beginning to end. It is important to remember that:

- Recovery will come in phases and subsets.
- Recovery projects should be broken up into workable groups.
- Groups can be made by type of project, location, or funding source i.e. FEMA, FHWA.
- Multiple phases may be involved in recovery.
- The Recovery Champion looks at the big picture and keeps the process moving as one phase ends and another continues until the final goal is reached. Outside agencies and city departments will come and go throughout the process.
- The Recovery Champion needs to be engaged in all phases and able to piece together the history of the Recovery, speak to the residents and City Council, and liaison with the other agencies and entities involved in recovery.

### Recovery Task Force:

The RTF is advisory in nature and may be staffed by a number of positions from various departments as needs change. The RTF is designed to be flexible, able to expand and contract as needed. The RTF reviews the following:

- Damage Reports.
- Regulations including zoning, building code, Public Works Standards, and Fire.
- Plans including Land-Water, Sewer, Transportation, and Economic Development.
- Policies including Comprehensive Plan Policies
- Re-build Priorities i.e. Historical v. Re-Development.

In addition, the RTF will:

- Request the City Council provide reaffirmation of the priorities of the Recovery Goals.
- Recommend Economic Recovery programs.
- Initiate recommendations for relocation and acquisition of damaged properties as necessary
- Analyse Structural versus non-structural mitigation measures.
- Identify the Role of Community Groups and Stakeholders.

The following positions may be filled depending on the nature and scope of the event.

- Recovery Task Force Chair.
- Public Works representative.
- Public Information Officer.
- Human Resources representative.
- Legal representative.

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- Finance and Administration representative.
- EOC Manager.
- Chamber of Commerce representative.
- Housing and Urban Development representative.
- Port of Olympia representative.
- Community Development representative.
- Tumwater Downtown Association representative.
- Tumwater School District representative.
- Recognized Neighborhood Association representatives.

### Recovery Task Force Team Leader

Recovery Task Force Team Leader leads the RTF. The position will likely be filled by a Public Works or Community Development (CD) staff member.

### Short-term Recovery

Short-term Recovery typically focuses on securing the city so that unsafe areas are not in use. The Primary goals of short-term recovery are:

- Safety.
- Create clear boundaries between safe areas and restricted areas.
- Determine the extent of damage to the City.
- Identify and notify residents of the undamaged or least damaged areas of City where they can find resources.
- Support assisting agencies, non-profits that are providing relief services to the residents.

### Short-term Recovery Staff includes:

- EOC staff.
- Individuals and teams from Urban Forestry, Roads, Utilities, Storm Water Management, LOTT Clean Water Alliance, Solid Waste, and other staff with specialized technical expertise as needed.

### Key concepts

- Assure safety of residents.
- Monitor sheltering activities and use.
- Support traffic flow in undamaged areas.
- Assure utilities continue to function in undamaged areas

### Significant collaboration should occur with:

- Responding agencies/Departments.
- Local industries and commercial sectors that require open roads and functioning utilities to conduct daily operations. These entities typically have business continuity plans in place and understand the recovery process. Their operations will benefit the residents in ways the City government can't.
- Schools, once reopened, allow children a place to go during the day and their parents the opportunity to work. Schools should be reopened as soon as possible.



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### Mid-term Recovery

Mid-term Recovery typically focuses on restoring critical functions throughout the impacted region. The primary goals of Mid-term recovery are:

- Return to pre-incident pattern of activity as much as possible.
- Restore traffic flow and utilities throughout the city.
- Publish information that supports the community's efforts to recover as individuals, families, and businesses.
- Streamline the permit process, structural inspections, and the approval process on reconstruction and repair of damaged buildings and homes.

### Mid-term Recovery Staff includes:

- Short-term Recovery staff.
- Businesses.
- Key demographics.
- The Building and Development Community.
- West Tumwater Business Association, Tumwater Downtown Association, Downtown Liaison.
- Other Stakeholders.

### Key Concepts:

- Quickly develop a written plan to guide mid-term recovery efforts and identify specific individuals and responsibilities.
- Identify a housing liaison to help residents relocate from shelters to more permanent housing.
- Ensure major grocery and hardware stores can open to provide residents with necessary resources and generate tax revenues.
- Identify a liaison to local small business/specialty stores to provide needed assistance and advocacy throughout the reopening process.
- Identify a liaison to advocate on behalf of residents as it relates to FEMA.
- Identify a liaison that understands plan review and building inspecting and can support structural repair efforts within the community.
- Maintain focus on Mid-term Recovery needs, if allowed, the Long-term Recovery process can easily overshadow Mid-term Recovery.
- Begin to develop the formal Long-term Recovery Plan and work group.

### Key Collaborations:

- FEMA.
- Business Community.
- The Building and Development Community.
- Residents.
- Thurston County Emergency Management.

If a Recovery Work Group is in place, transition into Long-term Recovery using a Recovery Task Force (RTF).

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### Long-term Recovery

Long-term Recovery typically focuses on redesign and restoration of the community. It asks what the “new” community or area should look like and how it should function. The primary goals of Long-term Recovery are:

- Rebuild critical infrastructure to equal or superior pre-event conditions.
- Correct or improve historic traffic flow and utility issues in areas where rebuilding is occurring.
- Require when able and encourage when not more advanced building practices during the permitting and inspection processes.

#### Staff:

- Mid-term Recovery staff.
- Special Interests Groups.
- Registered Neighborhood and Homeowner Associations.

#### Key Concepts:

- Adopt a Long-term Recovery plan with Community Development Department as the lead and City Council as the Policy group.
- Assign staff to search for funding opportunities. FEMA’s process for releasing money for long-term recovery is different than its process for reimbursement for response activity, and many other federal players are involved.
- Be prepared to take advantage of short suspense grant opportunities that may have minimal notice periods and short timeframes for applying.
- Continue to search for additional funding opportunities.

#### Key Collaborations:

- FEMA.
- Business Community.
- Residents.
- Thurston County Emergency Management.

#### Long-Term Recovery Steps:

- Ensure completion of response, restore essential services, and maintain unaffected services.
- Transition EOC response from short-term recovery to long-term recovery.
- Restore Community Symbols and Services improving livability.
- Re-establish economic and social viability of the community to restore resident confidence.
- Promote mitigation in areas impacted by the event as well as mitigation in unaffected areas.
- Use the event to facilitate interest in mitigation, both structural and non-structural.

#### Re-development:

- Develop a specific plan for the future use and design of areas that will not be restored.
- Transition into long-term recovery model using the Recovery Task Force.

#### Educate the Community:

- Develop an account of what happened for members of the public.
- Explain how response was carried out.
- Share ways in which livability is being restored within the community.

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- Promote mitigation as a way to prepare for and limit future damage.
- Implement a shared vision for recovery.

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### Finance and Administrative Services

#### Summary

The Finance and Administrative Services Departments provide a broad spectrum of services to the public and other City departments. The Finance Department manages utility billing, business licensing and B & O Taxes, collects court citation payments, and provides budget and financial development and reporting for the public and all City departments.

The Administrative Services Department provides internal support to the City organization. The department provides human resources, safety administration, civil service administration and fleet management services for the City.

#### Core Capabilities

The following core capabilities align with the responsibilities of the Finance and Administrative Services Departments:

All Phases

Planning

Protection

Cybersecurity

Risk Management for protection programs and activities

Response

Logistics and Supply Chain Management

Recovery

Economic Recovery

#### Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Finance and Administrative Services Departments:

ESF-2: Communications (Supporting)

ESF-5: Emergency Management (Supporting)

ESF-14: Long Term Community Recovery (Supporting)

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### Fire

#### Summary

The Fire Department consists of Fire Administration, Fire and Emergency Medical Service Operations, Fire Prevention, and Emergency management.

#### Core Capabilities

The following core capabilities align with the responsibilities of the Fire Department:

##### All Phases

Planning

Public Information and Warning

Operational Coordination

##### Prevention

Forensics and Attribution

##### Protection

Risk Management for protection programs and activities

##### Mitigation

Community resilience

Long-Term Vulnerability Reduction

Risk and Disaster Resilience Assessment

Threats and Hazards Identification

##### Response

Environmental Response/Health and Safety

Fatality Management Services

Fire Management and Suppression

Mass Search and Rescue Operations

Operational Communications

Public Health, Healthcare, and Emergency Medical Services

Situational Assessment

##### Recovery

Health and Social Services

#### Emergency Support Functions

The city does not use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of the Fire Department:

ESF-2: Communications (Supporting)

ESF-4: Fire Fighting

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ESF-5: Emergency Management

ESF-7: Logistics Management and Resource Support (Supporting)

ESF-8: Public Health and Medical Services

ESF-10: Oil and Hazardous Materials (Supporting)

ESF-14: Long Term Community Recovery (Supporting)

ESF-15: External Affairs (Supporting)

### Fire Fighting

#### Introduction

##### *Purpose*

Identify procedures for coordination of fire suppression and support resources associated with the incident and for providing a point of contact for all requested external fire department assistance.

##### *Scope*

The Tumwater Fire Department, utilizing when necessary mutual aid resources that are available, is responsible for all fire prevention, suppression, and control activities in the City of Tumwater.

##### *Policies*

During emergency situations, the Fire Department will mobilize all the available apparatus and personnel required to cope with the nature and scope of the situation. Mutual Aid Agreements with adjacent jurisdictions are activated when needed. When mutual aid resources are exhausted, the provisions for state fire mobilization may apply.

The provisions of the Washington State Fire Resource Mobilization Plan is the appropriate access point through which to acquire fire resources outside existing mutual aid agreements.

Mutual aid with adjacent firefighting resources will be enhanced by the use of the Incident Command System (ICS).

#### Situation

##### *Emergency/Disaster Conditions and Hazards*

Major structure fires are a potential in an urban environment. Additionally, a disaster event, such as an earthquake, may precipitate multiple fires in several different locations throughout the city. Fire resources may become overwhelmed by the demand for services, and damaged bridges and streets may hamper access.

##### *Planning Assumptions:*

1. The Fire departments and districts throughout Thurston County typically provide Emergency Medical Services (EMS). Methods used to mobilize fire resources will often be the same as for mobilization of EMS resources.
2. Demand for services in excess of capabilities may make it necessary for the prioritization of response. Some needs may go unmet due to a lack of resources. Prioritization of response will be made through the EOC and based on the best information available at the time.

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### Concept of Operations

#### *General:*

1. Initial Fire Department response will be in accordance with routine dispatching procedures.
2. The Tumwater EOC will assume coordination of response of fire resources within the city when activated. Thurston 9-1-1 Communications will be notified when the EOC assumes coordination of city resources.
3. The EOC Fire Services Unit will coordinate acquisition of additional fire and EMS resources through activation of existing mutual aid agreements, or the provisions of the Washington State Fire Resource Mobilization Plan.

#### *Organization*

A Fire Services Unit will be established in the EOC for coordination of all fire related activities.

#### *Procedures*

The Tumwater Fire Department defines in detail procedures for the deployment of fire service resources.

#### *Prevention and Mitigation*

- Promote fire safety and prevention programs.

#### *Preparedness*

- Provide fire preparedness activities including plans, procedures, training, drills, and exercises.

#### *Response*

- Task personnel, as necessary, to accomplish support responsibilities.
- Assume full responsibility for suppression of fires.
- Provide and coordinate firefighting.
- Coordinate requests for firefighting assistance in structural or industrial fire protection operations.

#### *Recovery*

- Contribute to the incident after-action report.
- Track and submit costs.
- Make recommendations to landowners for recovery activities.

### Responsibilities

#### *Fire Department*

- Coordinate all incident related fire services, including all mutual aid supplies, personnel and equipment requested.
- Prioritize fire service response that is consistent with the Incident Action Plan.
- Coordinate light and heavy rescue and extrication.
- Assist with the dissemination of warnings and emergency public information as requested by the Public Information Officer.
- Provide response to hazardous materials incidents, and coordinate with the proper outside authorities for assistance as necessary. Provide qualified personnel to assume the role of on-scene command for hazardous materials incidents.
- Provide lighting for night incidents.

#### *Office of the State Fire Marshal*

- Administer and implement the State Fire Service Mobilization Plan.

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### *Washington State Patrol*

- Assist in the administration and implementation of the State Fire Service Mobilization Plan.

### *Thurston County Fire departments and districts*

- Provide assistance to the Tumwater Fire Department under existing mutual aid agreements and/or fire mobilization protocols.

### *Regional Fire Defense Board*

- As denoted in RCW 43.43.963, assist in providing external firefighting and EMS resources when local and mutual aid capabilities are exhausted in accordance with the Washington State Fire Resource Mobilization Plan.

### Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

### References

Refer to the Fire Department's emergency response processes.

## Emergency Medical Services

### Introduction

#### *Purpose*

1. Provide for the organization and mobilization of emergency medical and mortuary services during an emergency.
2. Coordinate efforts to provide safe handling of food, water and donated goods following a major emergency or disaster.

#### *Scope*

Encompasses the delivery of emergency medical services, coordination with hospital disaster plans, public health, identification and disposition of human remains, and community mental health.

### Situation

#### *Emergency/Disaster Conditions and Hazards:*

Mass casualty could potentially overwhelm existing services; medical and health care facilities could be structurally damaged or destroyed; a disaster could pose public health threats to food, and water; secondary spills caused by the disaster could result in toxic environmental hazards; and the effects of a major disaster will require mental health crisis counseling for disaster victims and emergency personnel.

#### *Planning Assumptions:*

- Thurston County mutual aid Emergency Medical Services (EMS) responders providing assistance to the City of Tumwater will operate under the standard Thurston County EMS procedures and protocols.
- Local Mass Casualty plans will detail operational concepts and responsibilities, including coordination of triage and transportation of injured persons and the coordination of available Basic Life Support and Advanced Life Support capabilities in the event of multiple casualties.
- Hospitals will develop and maintain internal disaster plans and protocols.
- If not handled properly, food, water and donated goods can become vehicles for illness and disease



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transmission. Thurston County Public Health will provide technical assistance to determine the safety of food, water and donated goods distributed to the public.

### Concept of Operations

#### *General*

1. **Activation of Hospital Disaster Plans:** Emergency Medical Services Unit will notify the destination hospital of the number, type, and severity of injuries. The hospital disaster plan will be activated according to need. That plan will identify methods for expanding hospital capabilities reducing patient populations as needed, evacuating hospital facilities, and generally ensuring effective hospital care.
2. **Patient Distribution:** The primary destination hospital will coordinate inter-hospital operations as required to ensure effective casualty distribution. Emergency Medical Services Unit will provide a liaison between the hospital and field EMS resources where necessary to ensure proper patient distribution.
3. **Mass Casualty Incident Plan:** The provisions of the Thurston County area Mass Casualty Incident Plan, published separately, will be observed in response to medical emergencies relating to the incident. That plan includes an inventory of medical facilities, personnel, medical transportation capabilities, communications, and supply sources, as well as protocols for triage and transportation of large numbers of injured persons.
4. **Public Health:** The Thurston County Department of Public Health will be the lead agency responsible for the organization and mobilization of public health services during an emergency. That agency will be responsible for monitoring water supplies, sanitation, food, and potential causes of communicable diseases. The Health Department will provide for inoculations and other measures as needed. The Health Department will also provide information on preventative measures to be taken to reduce contamination of food, water, crops, and livestock, as well as information and recommendations for the safe storage and distribution of emergency food.
5. **Casualties and the Disposition of Human Remains:** The Thurston County Coroner is responsible for the recovery, identification, and disposition of all casualties. Details on the handling of human remains, including transportation, storage, mortuary facilities, and the expansion of mortuary facilities are included in the Thurston County Emergency Management Plan. The Police Department shall assist the Thurston County Coroner with any casualties in the city.
6. **Special Care Facilities:** The St. Peter Hospital disaster plan includes provisions for coordinating the use of private immediate care clinics, physicians' offices, mental health care facilities, nursing homes, elderly care facilities, and other similar facilities needed to support hospital care efforts.

#### *Organization*

When the EOC is activated, an EMS Unit may be established and staffed to assume overall coordination of Advanced Life Support and Basic Life Support activities in the city associated with the disaster.

#### *Procedures:*

Procedures for the delivery of emergency medical services are published separately. The Thurston County Mass Casualty Incident Plan identifies the procedures for dealing with multiple casualties. The Thurston County Department of Public Health coordinates health and sanitation services, including:

1. Identification of health hazards.
2. Identification and control of communicable disease.
3. Vector control.
4. Inspection of food and water supplies for contamination.

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5. Ensure compliance with emergency sanitation standards for disposal of garbage, sewage, and debris.
6. Assessment of environmental contamination and public health risk from hazardous materials spills.
7. Mental health services, including stress management services for emergency responders.
8. Keep emergency management personnel informed regarding health conditions, warnings, and advisement.

The Thurston County Coroner has jurisdiction over all human remains per RCW 68.08.010. The Coroner's Office will coordinate support to local mortuary services as needed. Local funeral directors may assist in the processing of human remains at the discretion of the coroner.

### *Prevention and Mitigation*

- Attempt to prevent hazards from developing into disasters, or to reduce the effects of disasters when they occur. Actions include communicable disease surveillance, investigation, and community containment; environmental health protective actions such as vector control, environmental sampling, and food product embargoes; and development of medical stockpiles.

### *Preparedness*

- Develop operational and tactical plans, train/exercise, and conduct vulnerability assessments as well as ongoing health protection activities such as vaccinations, provider education, and food and water safety assurance.

### *Response*

- Response actions are event specific and aligned with the responsibilities outlined.

### *Recovery*

- Make necessary adjustments to resume normal operations.
- Complete necessary facility decontamination.
- Re-stock essential equipment and supplies.
- Ensure operability of Information Technology systems.
- Conduct follow-up communications and debriefings.
- Schedule and conduct follow up and monitoring of staff exposure.
- Complete cost analysis and file for reimbursement.
- Address psychological aftermath of the event by promoting psychological recovery and resilience in the workforce.
- Health, medical, and mortuary services will be restored during the recovery period as soon as practical and within the limitations and capabilities allowed of affected agencies following the emergency.

### *Responsibilities*

#### *Fire Department*

- Staff the EMS Unit at the EOC.
- Coordinate all incident related pre-hospital EMS activities.
- Assist the EOC with the coordination and mobilization of all medical, health, and mortuary services during an emergency.
- Prioritize EMS response consistent with the Incident Action Plan.
- Conduct pre-hospital needs assessment based on number, type, and severity of injuries.

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- Provide for on-scene triage and treatment of injured persons.
- Coordinate the transportation of injured persons to the appropriate hospitals, staging areas, or medical evacuation sites.
- Coordinate all requests for additional EMS personnel and equipment. Coordinate requests for supplies with the hospitals.
- Assist in coordinating private ambulance resources.
- Assist in coordination of mass casualty response.
- Provide casualty and damage information to the EOC.
- Coordinate with Thurston County Medic One for acquisition of additional supplies.

### *Olympia area hospitals*

- Maintain procedures for reducing patient population for incidents that may require evacuation of the facility.
- Maintain internal procedures for dealing with major in-house emergencies, including fire, and evacuation.
- Maintain a disaster plan and procedures for receipt, triage, processing, and treatment of multiple casualties.

### *Thurston County Department of Public Health*

- Provide and coordinate the provision of health and sanitation services.
- Where multiple jurisdictions are involved, coordinate health and sanitation services from the Thurston County EOC.

### *Thurston County Coroner*

- Assume responsibility for identification and disposition of human remains and notification of next-of-kin.
- Determine the manner and cause of death and provide information to Thurston County Public Health and Social Services Vital Records Office for issuance of the death certificate.
- Identify suitable facilities for expedient/emergency morgues.
- Provide a representative to the EOC, if requested.
- Obtain additional supplies, as needed, including body bags, tags, and special manpower. Make requests for additional supplies through the EOC.

### *Resource Requirements*

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use for up to 14 days.

### *References*

Refer to the Fire Department's emergency response processes.

Refer to the Thurston County area Mass Casualty Incident Plan.

Refer to Thurston County's ESF-8: Public Health and Medical Services.

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## Emergency Management

### Introduction

#### Purpose

To provide guidance on establishing direction and control within the Incident Command System for response to disaster incidents. To provide detailed information on core management and administrative roles and responsibilities within the Policy/Executive Group, Command Staff, Operations Section, Planning Section, Logistics Section, and Finance and Administration Section that support the City of Tumwater Emergency Operations Center (EOC).

#### Scope

Applies to information collection, analysis, planning, operations, requests for Federal assistance, resource management, deployment and staffing, mutual aid, facilities management, financial management, and other support required to prepare for, respond to, and recover from an emergency or disaster within the City of Tumwater. These processes are coordinated through the Tumwater EOC.

#### Organization

The Tumwater EOC will use standard ICS positions and functions when open. Any position may be delegated, modified, or eliminated by the EOC Manager as needed to best handle the situation with the available resources. Tasks for each position are included. Typically, the Tumwater EOC will staff the following ICS positions: EOC Manager, Liaison Officer, Public Information Officer, Operations Section Chief, Planning Section Chief, Logistic Section Chief, and Finance and Administration Section Chief.

### Policies

1. As defined by 38.52.010 RCW, Emergency management means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological or human caused, and to provide support for search and rescue operations for persons and property in distress.
2. The Tumwater EOC will receive and disseminate current and accurate information to other city agencies, adjacent jurisdictions, and the Thurston County and State EOCs during times of activation. The analysis of this information and planning for anticipated resources is critical in the support of emergency or disaster response and recovery activities.
3. Emergency Management is designed to bring order to the chaos of an incident through the gathering, organizing, and distributing of information. This process supports each responding department and streamlines actions during and after an incident allowing the City of Tumwater to return to normal operations faster and more efficiently.
4. Documentation: All departments and support services will support the Incident Command System by producing documentation and reports as requested or on a scheduled basis when appropriate. The Situation Unit in the Planning Section will coordinate collection of documentation and reports, using the spot report format.
  - a. Requirements for Incident Records:
    - i. Situation Report (SITREP): A compilation of data from the Operations Section and activated Units.
    - ii. Damage Assessment: Compilation of preliminary data from the Damage Assessment Unit.

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- iii. Incident Related Expenditures: Separate Records, which identify incident related expenditures and obligations maintained by each department.
    - iv. Declarations: Emergency and Disaster declarations and all supporting resolutions and documentation.
    - v. Unit Logs: The logs of all activated Sections and Units depicting their activities by date and time. Unit logs are consolidated in the Master Log.
    - vi. Maps: Maps and graphics used to display or depict incident related activities.
    - vii. Other Documents: Other incident related documentation necessary for accurate response and recovery records.
  - b. Where information is lacking, the Planning Section may deploy field observers to collect specific disaster intelligence, photograph damage for analysis, or assign field personnel to report on unique events.
5. Incident Action Plan: An Incident Action Plan is a necessary and organized process that addresses all functions of incident response and should be updated regularly to address ineffective, inefficient, or unsafe response actions. The IAP establishes objectives and defines strategy. Under Unified Command, the designated command officials jointly determine objectives, strategy, and priorities. An IAP is developed for each operational period, which is typically 12 or 24 hours. The following basic steps make up the IAP process:
- a. The Operations and Planning Section Chiefs brief on situation and resource status.
  - b. The Liaison Officer discusses safety issues.
  - c. The EOC Manager sets and confirms incident objectives that make up a broad strategy to mitigate or neutralize an incident.
  - d. If the incident requires, the Operations Section Chief develops geographic control lines and division boundaries.
  - e. The Operations Section Chief specifies tasks for each Operations Section Unit that supports incident objectives.
  - f. The Operations and Planning Section Chiefs specify resources needs for the selected strategy and tactics.
  - g. The Operations, Planning, and Logistics Section Chiefs specify facilities and reporting locations.
  - h. The Logistics Section Chief develops resource orders.
  - i. The Planning and Logistics Section Chiefs consider communications, medical, and transportation plans.
  - j. The Finance and Administration Section Chief provides a financial update.
  - k. The Liaison Officer discusses interagency liaison issues.
  - l. The Public Information Officer discusses information issues.
  - m. The EOC Manager finalizes, approves, and implements the IAP.
  - n. All Incident Command System personnel assess the effectiveness of the plan by gathering and analyzing information. The next IAP meeting will make any necessary modifications and updates to strategy and tactics.

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### Situation

#### *Emergency/Disaster Conditions and Hazards*

The City of Tumwater is exposed to a number of hazards with the potential to cause casualties, damage to, and disruption of the community. Specifically, the city is vulnerable to civil disturbances, critical shortages, drought, earthquakes, epidemics, flooding, hazardous material incidents, heat waves, landslides, storms, terrorism, volcanic activity, and wild/forest fires. This list of hazards is not comprehensive but contains hazards that are most likely to directly or indirectly impact the City. Hazards can occur simultaneously or consecutively, such as a winter storm with flooding or an earthquake followed by an influenza epidemic. The City can also suffer from hazards occurring elsewhere due to their effect on the supply of goods and services. This may include critical shortages of electricity, petroleum products, natural gas, and food.

#### *Planning Assumptions*

Accurate, timely, and precise information is essential for responding to community needs following a major emergency. Emergency conditions, however, may result in rumors, inaccurate reports, conflicting and limited information upon which to base emergency response. Collection of information may be hampered by damage to communication systems, overloading of existing networks, damage to transportation routes, and other factors. Multiple public and private structures may be damaged and will require rapid inspection to ensure public safety before re-habitation.

1. Information is the basis for determining the appropriate emergency response. Plans and procedures must be developed to provide for the accurate and timely collection, codification, display, and dissemination of information regarding the nature and scope of the emergency.
2. Every individual responding to the incident and staffing a position within the EOC should make every attempt to gain situational awareness by answering the following questions:
  - a. What is the problem?
  - b. How big is the problem?
  - c. Is the problem getting better or worse?
  - d. What is the plan?
3. It is essential that the City of Tumwater EOC and the Thurston County EOC share information and coordinate its dissemination.

### Concept of Operations

#### *General*

The Tumwater Fire Department: Emergency Management Division will use standard ICS positions and functions when activating the EOC. Any position may be delegated, modified, or eliminated by the EOC Manager as needed to best handle the situation with the available resources.

#### *Organization and Procedures*

Typically, the EOC Manager will staff the Policy/Executive Group, Command Staff, Operations Section, Planning Section, Logistics Section, and Finance and Administration Section.

#### *Policy/Executive Group*

The Policy/Executive Group is responsible for overall direction and control of the emergency management organization and provides the legislative and policy support necessary for efficient and effective operations. The Mayor, City Council, and City Administrator make up the Policy/Executive group and are advised by the City Attorney.

1. Mayor:

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- a. Declares a State of Emergency when necessary for the full activation of the provisions of this plan. (RCW 35A.3 & 38.52)

### 2. Council:

- a. Appropriates funds to support the emergency management organization, and to meet emergency needs when they occur. Authorizes the expenditure of funds necessary to combat the disaster. (RCW 35.33 & 38.52)
- b. Fills the vacancies of elected officials, if any, in order to maintain governmental continuity in times of crisis. (RCW 42.14)
- c. Enacts special legislation, under the emergency rules where appropriate, to support effective disaster response and recovery. (RCW 35.33)
- d. Provides policy direction to the emergency management organization. (RCW 38.52)
- e. Enacts legislation, which commands the services and equipment of private residents as necessary in response to the disaster after a proclamation by the governor. (RCW 38.52)
- f. Conducts public hearings and takes other actions to assist in informing the public and identifying public needs following a major emergency. (RCW 38.52)
- g. Provides continuing oversight and legislative support during the recovery phase and directs resident's requests for assistance to appropriate governmental channels. (PL93-288)
- h. Instills public confidence, and relays public information, as provided by the Public Information Officer.
- i. Enters into intergovernmental agreements with other jurisdictions for mutual aid or recovery assistance.
- j. Instills public confidence, and relays public information, as provided by the Public Information Officer.

### 3. Mayor or Designee:

- a. Provides overall direction and control of disaster activities under the provisions of this plan.
- b. Chairs or appoints a working chair for the Emergency Management Committee.
- c. Provides a liaison between the emergency management agency and the City Council and ensures that they are adequately briefed on the nature and scope of the incident.
- d. Requests a Declaration of Emergency when needed to activate the full provisions of this plan.
- e. Provides a liaison to State and Federal agencies at the executive level when necessary to facilitate the receipt of disaster relief.
- f. Instills public confidence, and relays public information, as provided by the Public Information Officer.

### 4. City Attorney:

- a. Provides emergency legal advice to the Mayor and City Council, City Administrator and the Emergency Management Committee.
- b. Reviews emergency agreements, contracts and disaster-related documents.
- c. Drafts a Declaration of Emergency when necessary.
- d. Drafts other emergency ordinances as needed.

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### *Command Staff:*

The Command staff is responsible for detailed direction and control of all City and support resources. The EOC Manager, Deputy EOC Manager, Liaison Officer, and Public Information Officer make up the Command Staff and may be activated as the incident requires.

1. EOC Manager: The EOC Manager executes the provisions of the CEMP in times of emergency and assists in the recovery process.
  - a. Tasks: The EOC Manager is charged with all of the duties associated with the EOC until otherwise delegated.
    - i. Open the EOC, obtain the EOC Manager's vest, begin acquiring situational awareness to determine initial staffing needs, and initiate contact procedures to assemble a core staff.
    - ii. Answer the following questions to gain situational awareness:
      1. What is the problem?
      2. How big is the problem?
      3. Is the problem getting better or worse?
      4. What are the downstream effects on the city?
      5. What effects is this disaster or our action having outside the city?
      6. What is the plan?
    - iii. Appoint staff to positions as they arrive and in the following order for the initial activation needs:
      1. Logistics Section Chief: to assume staffing responsibilities.
      2. Planning Section Chief: to assume situational awareness responsibilities.
      3. Public Information Officer: to address inquiries from the media and assume public information responsibilities.
        - a. The State, the County, neighboring cities, the City Administrator, the Assistant City Administrator, department directors, and the public should all be notified when the EOC is open and addressing an incident.
      4. Finance and Administration Section Chief: to assume notification responsibilities.
      5. Operations Section Chief: to coordinate interdisciplinary response to the incident.
      6. Liaison Officer: to provide information to elected officials and facilitate interjurisdictional coordination.
    - iv. If necessary, function under Unified Command according to the standards and practices of the Incident Command System.
    - v. Determine incident objectives, strategies, and priorities.
    - vi. Determine the schedule that will be used during the first few hours of the activation until the Planning Section Chief is prepared to take over this function.
    - vii. Create an organization chart for publication.
    - viii. Provide an overview of the situation, followed by regular updates.
    - ix. Coordinate the activities of Planning, Logistics, Administration, and Operations sections.
    - x. Oversee the development of an Incident Action Plan.
    - xi. Support staff as they establish their respective Sections and begin accomplishing assigned tasks.



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1. Remind Section Chiefs to use section books.
2. Remind staff to retrieve the appropriate vest for the section they are assigned to.
3. Remind staff to “STAY in the BOX” and reinforce the organization chart.
- xii. Establish contact with the City of Lacey, City of Tumwater, Thurston County, and Washington State EOCs.
  1. If necessary, establish a liaison with Thurston County Emergency Management.
- xiii. Prepare a briefing for the City Administrator and elected officials that includes:
  1. Scope of the event.
  2. Actions being taken.
  3. Future expectations and concerns.
  4. Policy support needs.
2. Deputy EOC Commander: Provides shift coverage for the EOC Manager and may be designated to prepare for an expedient transition from the response phase to the recovery phase.
3. Liaison Officer: The Liaison Officer is responsible for facilitating the integration of City Hall, elected officials, the City Administrator, and local and state agency resources into the Incident Command organization and is the primary contact for those resources. The City of Tumwater also designates Safety Officer responsibilities to the Liaison Officer. If the Liaison Officer is unavailable all responsibilities are deferred to the Finance and Administration Section. The Employee Welfare Unit within the Finance and Administration Section will assume all Safety Officer responsibilities. Safety Officer tasks are included in the Liaison Officer and Employee Welfare Unit task lists. Tasks:
  - a. Obtain a briefing from the EOC Manager.
  - b. Initiate contact with the City Administrator and/or City Council, and appropriate local and state support agencies/representatives, and provide an initial briefing of the incident.
  - c. Identify primary contacts including the communications link and location.
  - d. Work with the PIO to keep City Hall informed so City Council members do not come to EOC for information.
  - e. Monitor incident operations to identify current or potential inter-organizational conflicts.
  - f. Attend planning meetings as required.
  - g. Provide input on the coordination with City Hall and outside agency resources.
  - h. Oversee the well-being and safety of personnel in the EOC.
  - i. Advise on any City Hall or assisting agency special needs or requirements.
  - j. Determine if any special reports or documents are required.
  - k. Ensure that all outside agency personnel and/or equipment is properly recorded.
  - l. Ensure that all required outside agency forms, reports, and documents are completed.
  - m. Identify representatives from each responding agency, their location, and the appropriate communications and coordination link.
  - n. Respond to requests from incident personnel for inter-organizational contacts and possibly serve as the primary liaison with the Thurston County EOC.
  - o. Act as a "trouble shooter" for the purpose of maintaining effective, appropriate inter-organizational cooperation.
  - p. Monitor spontaneous response of resources not requested, and integrate those resources into the

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emergency management system as appropriate or otherwise as required.

- q. Act as the primary contact point for military assistance to local government.
  - r. Identify corrective actions and ensure implementation. Coordinate corrective action with Command.
  - s. Ensure adequate sanitation and safety in food preparation.
  - t. Initiate, maintain, and ensure completeness of documentation needed to support claims for injury and property damage.
    - i. Injury information should be kept on contracted personnel formally assigned to the incident, as well as paid employees and mutual aid personnel.
4. Public Information Officer (PIO): The City Communications Manager will function as the Public Information Officer. The PIO is charged with distributing appropriate information to the outside world using the media, employee outlook system, city web site, and any other outlets as they see fit to use. Tasks:
- a. Obtain a briefing from the EOC Manager.
  - b. Obtain the PIO vest from the EOC storage locker.
  - c. Ensure that the PIO Office is open, and that the PIO sign is posted on the doorframe.
  - d. Identify additional staff to support the emergency Public Information function.
  - e. Assign responsibilities such as media contacts, resident contacts, Cityline updates, website updates, and employee contacts to PIO support staff.
  - f. Determine if other Public Information activities are taking place in the city, make contact, coordinate messaging, and determine whom the lead PIO will be.
  - g. Contact the Thurston County EOC and determine what level of cooperation is needed for messaging.
  - h. Contact local media and inform them of the statement and release schedule.
  - i. Present media releases to the EOC Manager for approval prior to release. Not all known information is suitable for public release.
  - j. Establish and coordinate emergency public information prior to, during, and after an emergency.
  - k. Prepare and distribute public information releases regarding disaster preparedness, response, and recovery.
  - l. Review and coordinate releases of information from local, county, and state offices and departments through the EOC.
  - m. Respond to media and public inquiries.
  - n. Provide information to city elected officials and to employees, as necessary.
  - o. Monitor news media coverage of the incident.
  - p. Establish a rumor control capability.
5. Operations Section: The Operations Section assumes coordination of all response activities detailed in the Incident Action Plan. The EOC Manager will activate the Operations Section and Section Units as required by the incident. The Operations Section is charged with responding to the needs of the community with city resources from Fire, Police, Parks, Transportation & Engineering and Water Resources & Sustainability. The Operations Section Chief is designated to oversee the coordination of the activities in each unit. The work of the Operations Section in the EOC is a coordination of different disciplines, not the actual response or dispatching activity. The Law Enforcement Unit, Fire Services Unit, Emergency Medical Services Unit,

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Public Works Unit, and Mass Care Unit make up the Operations Section and may be activated, as the incident requires.

- a. Operations Section Chief: Oversees coordination of the Operations Section. Tasks:
  - i. Obtain a briefing from the EOC Manager.
  - ii. Obtain the Operations vest from the EOC storage locker.
  - iii. Ensure that the Operations Section Office is open and that the Operations sign is posted on the doorframe.
  - iv. Staff the section, assign workstations, and supervise.
  - v. Ensure that the mission number and FEMA number are being used.
  - vi. Consider appointing a scribe for the section to maintain constant situational awareness.
  - vii. Post the following information in the Operations Section area:
    1. EOC Org Chart including positions names.
    2. Incoming and outgoing phone numbers.
    3. Road closures.
  - viii. Establish contact with the departments that are/or will be involved in field operations. After contact is established:
    1. Inform the responding department that the EOC is open and ready to support them and that the Operations Section Chief is the primary contact for field operations.
    2. Communicate that the Operations Section Chief phone number will be the direct link to the EOC for support and two-way information sharing.
    3. Ensure that the response departments involved in field response are using the State mission number and FEMA number on all relevant documents. The EOC should have this information posted.
    4. Coordinate the interaction of multiple response departments using the Incident Command System.
    5. Ensure that proper documentation is occurring.
  - ix. Ensure the Operations Section staff is sharing information within the Section concerning the actions of the different departments involved in field operations.
  - x. Determine the logistics needs of the field responders and report to the Logistics Section for resource procurement including food, supplies, and additional workers.
    1. Ensure the Logistics Section is filling logistic requests from the field with the highest priority.
  - xi. Gather and interpret information to provide the Planning Section with expert perspective on the unique characteristics and needs of the incident for incorporation into the planning process.
  - xii. Assembles and disassembles strike teams assigned to the Operations Section.
- b. Law Enforcement Unit:
  - i. Prioritizes law enforcement response consistent with the Incident Action Plan.
  - ii. Coordinates traffic and crowd control.
  - iii. Coordinates perimeter security, including coordination of scene ingress and egress where

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- appropriate.
- iv. Coordinates evacuation and activates a separate Evacuation sub-Unit when needed.
- v. Maintains law and order by sustaining normal law enforcement operations wherever possible.
- vi. Coordinates Search and Rescue.
- vii. Provides for incident related criminal investigation.
- viii. Provides personnel to assist the Thurston County Coroner with the disposition of human remains.
- ix. Provides personnel to assist with the dissemination of warning and emergency public information.
- x. Coordinates all incident related aircraft activity and activates an Air Operations sub-Unit if circumstances warrant.
- xi. Provides security to the EOC.
- c. Fire Services Unit:
  - i. Coordinates all incident related fire services, including all mutual aid supplies, personnel, and equipment requested.
  - ii. Prioritizes fire service response that is consistent with the Incident Action Plan.
  - iii. Coordinates light and heavy rescue and extrication.
  - iv. Assists with the dissemination of warnings and emergency public information as requested by the Public Information Officer.
  - v. Provides response to hazardous materials incidents, coordinates with the proper outside authorities for assistance as necessary, and provides qualified personnel to assume the role of on-scene command for hazardous materials incidents.
  - vi. Provides lighting for night incidents.
- d. Emergency Medical Services Unit:
  - i. Prioritizes Emergency Medical Services response consistent with the Incident Action Plan.
  - ii. Conducts pre-hospital needs assessment based on number, type, and severity of injuries.
  - iii. Provides for on-scene triage and treatment of injured persons.
  - iv. Coordinates the transportation of injured persons to the appropriate hospitals, staging areas, or medical evacuation sites.
  - v. Coordinates all requests for additional EMS personnel and equipment.
  - vi. Coordinates requests for supplies with the hospitals.
  - vii. Assists in coordinating private ambulance resources.
  - viii. Assists in coordination of mass casualty response.
  - ix. Provides casualty and damage information to the EOC.
  - x. Coordinates with Thurston County Medic One for acquisition of additional supplies.
- e. Public Works Unit:
  - i. Coordinates and prioritizes response activities between TED and WRS Departments that is consistent with the Incident Action Plan and specialized expertise within departments.
  - ii. Provides assistance to the Fire Department in light rescue by providing heavy equipment and other support as needed.

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- iii. Provides for clearance of debris.
  - iv. Coordinates performance of emergency protective measures relating to City property and facilities.
  - v. Coordinates the inspection of City bridges and other public works facilities.
  - vi. Coordinates collection of information regarding the condition of water and wastewater facilities and forwards that information to the Planning Section.
  - vii. Coordinates temporary and permanent repairs to City facilities and structures, including water service, streets and roads, and bridges.
  - viii. Performs or contracts major recovery work to restore damaged public facilities.
  - ix. Provides traffic control signs and barricades for road closures and detours and assists the Police Department in the development of alternate traffic routes around hazard sites.
  - x. Coordinates City flood fighting activities.
  - xi. Coordinates all additional private sector engineering assistance as needed.
  - xii. Coordinates emergency equipment rental or replacement with the Logistics Section.
  - xiii. Coordinates the disposal of residential and commercial solid waste and debris.
  - xiv. Supports containment and disposal of hazardous materials as appropriate.
- f. Mass Care Unit:
  - i. Determines public care needs and activates the appropriate elements of the mass care system and community shelter plan.
  - ii. Coordinates with the American Red Cross (ARC) the transfer of mass care and shelter needs to the ARC as soon as their capabilities are fully activated.
  - iii. Coordinates, locates, staffs, and equips relocation centers and emergency shelters as needed.
  - iv. Coordinates activities supporting private disaster assistance and social service organizations in carrying out the mass care needs of the community.
  - v. Coordinates long-term individual and family disaster recovery programs in collaboration with the American Red Cross and various governmental agencies.
  - vi. Coordinates with the Disaster Recovery Group when activated.
  - vii. The Department of Parks and Recreation staffs the Mass Care Unit.
- 6. Planning Section: The Planning Section collects, processes, analyzes, and disseminates information in the EOC. The EOC Manager will activate the Planning Section and Section Units as required by the incident. A Planning Section Chief will be designated to oversee coordination of the Section. The Situation Unit, Documentation Unit, and Damage Assessment Unit make up the Planning Section and may be activated, as the incident requires.
  - a. Planning Section Chief: The Planning Section Chief is charged with collecting and documenting information, developing situation and status reports, anticipating future needs and prioritizing incidents. None of this can be accomplished until a general understanding or situational awareness of the incident is obtained. Planning has multiple functions. It is imperative that documentation of past, present, and future actions be completed. The tracking and recording of all requests for service and/or messages into the EOC is the first priority of the Planning Section. All messages will need to be logged on the EOC message log. Tasks:
    - i. Obtain a briefing from the EOC Manager.

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- ii. Obtain the Planning Section vest from the EOC storage locker.
- iii. Staff and supervise the Planning Section.
- iv. Develop and file Sit Reps in the incident activation file and send copies to the county EOC. The first Sit-rep should be sent when the EOC is activated. Sit-reps should be filled out every 6-8 hours or as conditions change and for each identified operational period.
- v. Develop incident logs and forecasting.
- vi. Establish an information gathering and organization system to meet the needs of the Incident.
- vii. Coordinate the development of Incident Action Plans by Operational Period.
- viii. Anticipate incident needs and prepare the EOC to stay ahead of the event.
- ix. Produce, update, and send copies of incident maps to TCOMM, Operations Units, and Dispatch.
- x. Produce and update status boards.
- xi. Log all messages coming into the EOC.
- xii. Provide reports to other sections and the county EOC.
- xiii. Produce the final report on the EOC activation.
- b. Situation Unit:
  - i. Provides the mechanism for the collection and analysis of information necessary for understanding the nature and scope of the emergency.
  - ii. Predicts the probable course of events and prepares alternative strategies that direct operations.
  - iii. Coordinates the collection and organization of incident status and situation intelligence.
  - iv. Collects spot reports from the field as needed.
  - v. Assembles situation and spot reports and prepares required reports to be forwarded to the County.
  - vi. Assists the Planning Section Chief in the preparation of the Incident Action Plan.
  - vii. Makes use of field forces for the collection of essential information.
  - viii. Uses photography, including still photos and videotape, for planning, briefing, and historical recording purposes.
- c. Documentation Unit:
  - i. Coordinates the maintenance of complete incident files as a part of the information management system.
  - ii. Provides status display and internal communications in the EOC.
  - iii. Establishes and maintains an incident chronology and master log.
  - iv. Establishes and organizes incident files.
  - v. Prepares incident documentation for the Planning Section Chief when requested.
  - vi. Provides for the collection of historical documentation, including audio and videotapes, photographs, and other historical records.
  - vii. Provides for the filing and long-term storage of incident records in cooperation with the Administrative Services.
  - viii. Assists with clerical and duplication services in the EOC.

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### d. Damage Assessment Unit:

- i. Collects information necessary to form a clear understanding of the nature and extent of damage to public and private property, and the estimated cost of repair or replacement. A local Declaration of Disaster may be based on the findings of the initial assessment.
- ii. Provides for an initial evaluation of damage through a Rapid Visual Assessment of public and private structures and facilities.
- iii. Carries out initial ATC-20 inspection of damaged structures. Public Works will assist Community Development with this process.
- iv. Prioritizes the inspection of critical facilities.
- v. Coordinates detailed damage assessments, in cooperation with the appropriate local, state, and federal agencies and the American Red Cross.
  1. Private Property Damage may include damage to:
    - a. Homes.
    - b. Mobile homes.
    - c. Farm homes.
    - d. Multiple family homes.
    - e. Businesses.
    - f. Agricultural losses including loss of crops, livestock, and farm facilities.
  2. Public Property Damage is damage to property owned by local governments, non-profit organizations and tribes and may include damage to:
    - a. Non-federal road systems including the need for debris clearance.
    - b. Water and sewer systems.
    - c. Flood control systems.
    - d. Public buildings and equipment.
    - e. Public facilities under construction.
    - f. Private non-profit facilities for education, emergency, utility, medical, and custodial care.
    - g. Parks, public recreation facilities.
  3. Damage Assessment Phases:
    - a. Initial Local Assessment: Raw data collected by local Damage Assessment Teams to determine the location and extent of damage. Initial assessment includes rough estimates of dollar loss.
    - b. Joint Assessment: If initial assessment discloses that repair and recovery are possibly beyond local and state capability, joint local, state and federal assessments are conducted to obtain more definitive information.
  4. Damage Assessment Methods: Damage Assessment Methods will be activated as soon as practical. Initial assessments should be obtained within the first 12 to 24 hours of the disaster. Methods for assessment may include:
    - a. Spot Reports: Information from emergency personnel on scene. Spot reports, by Operational Area, may be requested.
    - b. Spontaneous reports: Information received from the public.

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- c. Aerial Inspection: Use of aircraft for gross damage assessment, may include aerial photographs or videotape.
  - d. Windshield Assessment: Rapid drive through to obtain initial information on the number of structures impacted.
  - e. Detailed Survey: More detailed assessment of the damage areas identified in the Windshield Assessment. Some of this information may also be assembled through a telephone call-in system, or personal interviews at a drop-in center.
- 7. Logistics Section: The Logistics Section acquires the resources necessary for an effective response effort. The EOC Manager will activate the Logistics Section and Section Units as required by the incident. A Logistics Section Chief will be designated to oversee coordination of the Section and Section Units. The Food Unit, Supply Unit, Facilities Unit, and Human Resources Unit make up the Logistics Section and may be activated, as the incident requires.
  - a. Logistics Section Chief: The Logistics Section Chief is charged with supporting the human and material needs of the city during any event that requires more resources than an individual department can provide. Human needs include but are not limited to Food, water, and rest arrangements for City employees deployed in the field or working in the EOC as well as replacement workers for all functions. Material needs can include but are not limited to response teams, tools, equipment, and supplies. Tasks:
    - i. Obtain a briefing from the EOC Manager.
    - ii. Obtain the Logistics Section vest from the EOC storage locker.
    - iii. Staff and supervise the section as dictated by the needs of the incident.
      - 1. Recruit clerical support for the EOC. Two clerical persons will be needed immediately. Assign one to the EOC Manager.
    - iv. Ensure that the entrance to the EOC is secured. The Police Department can assign a cadet for this job.
    - v. Set up additional EOC and front office phones as needed. Instructions are in the EOC security drawers.
    - vi. Order food for the first expected meal break.
    - vii. Establish and coordinate an incident support capability to ensure effective emergency resource acquisition and allocation. Phone books, catalogs, brochures that may be useful for locating items. Coordinate any purchasing through the Finance and Administration Section.
    - viii. Contribute to the Logistics portion of the Incident Action Plan.
    - ix. Begin the process of securing food, water, rest arrangements, and shelter for city Employees assigned to respond to the event.
    - x. Develop processes for rotating EOC staff through 12-hour shifts.
  - b. Food Unit:
    - i. Coordinates the acquisition and distribution of food supplies and provides for the purchase of essential food items from local merchants.
    - ii. Coordinates acquisition and distribution of potable water.
    - iii. Supports the Mass Care Unit by providing food supplies needed for feeding stations and



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- public shelter facilities.
- iv. Establishes food distribution centers.
- v. Establishes contact with local retail and wholesale food outlets to obtain voluntary controls on distribution of essential food stocks.
- vi. Coordinates with the Public Information Officer in the development of instructions to the public regarding location of distribution centers.
- c. Supply Unit:
  - i. Coordinates the acquisition of equipment and supplies requested by the incident staff.
  - ii. Provides for the reception, storage, accountability, and distribution of ordered supplies and material.
  - iii. Maintains an inventory of supplies.
  - iv. Coordinates purchasing with the Finance and Administration Section and assures that all orders are supported by Purchase Orders issued by the Finance and Administration Section.
  - v. Provides for the coordination of service or repair of non-expendable supplies and equipment.
  - vi. Coordinates transportation resources.
  - vii. Coordinates with Thurston County Emergency Management for use of Intercity Transit and school buses in support of transportation needs.
  - viii. Coordinates allocation of fuel resources.
- d. Facilities Unit:
  - i. Coordinates the establishment of incident facilities as required, including public shelter facilities, material staging and warehousing, emergency relocation centers, disaster victim and processing facilities.
  - ii. Provides for the continuing maintenance and operation of incident facilities until demobilized by Incident Command.
- e. Human Resources Unit:
  - i. Coordinates the acquisition, registration, assignment, and management of spontaneous volunteers.
  - ii. Establishes a volunteer management center and augments staff with qualified volunteers.
  - iii. Establishes a receiving and processing capability for donated goods in cooperation with the Supply Unit.
  - iv. Coordinates with Thurston County Emergency Management in the joint establishment of a donated goods facility as needed.
  - v. Establishes a pool of skilled personnel provided by business, labor organizations, or other sources.
  - vi. Coordinates with the Human Resources Section for the placement of City personnel not otherwise assigned in the emergency plan.
  - vii. Coordinates with the Human Resources Section for the temporary emergency hire of personnel to meet emergency needs.
- 8. Finance and Administration Section: The Finance and Administration Section provides for the development

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and monitoring of responsible fiscal policies and procedures during times of emergency. This section also coordinates disaster cost recovery where possible and ensures compliance with state and federal requirements for disaster relief for our residents. The EOC Manager will activate a Finance and Administration Section as required by the incident. A Finance and Administration Section Chief will be designated to oversee coordination of the activities of this Section.

- a. **Administrative Procedures:** Normal administrative procedures and practices of city government will be followed to the maximum extent possible. The City Administrator may amend, reduce, or suspend certain administrative and fiscal procedures to provide for efficient emergency response and recovery. This may include temporary reassignment of personnel, extension or modification of working hours, or other measures necessary to provide full response of city resources to the emergency.
- b. **Coordination of Expenditures:**
  - i. **Emergency Expenditures:** Provisions for emergency/disaster expenditures are not normally included in the budgeting process. Disasters may occur, requiring substantial and necessary unanticipated expenditures. Such obligations and expenditures will be made under the provisions of the appropriate state statutes. Disaster expenditures will be incurred with currently appropriated city funds to the extent possible. The Mayor and the Finance Director will be responsible for identifying other sources of funds to meet disaster related expenses if city budgets are exceeded.
  - ii. **Purchasing & Coordination with the Logistics Section:** The actual acquisition of supplies, equipment and material in support of the emergency response will be carried out by the appropriate Unit of the Logistics Section.
    1. Purchasing will be streamlined by the adoption of automatic authorization for purchase or rental of certain items by the Logistics Section in time of emergency. That policy may include purchase price thresholds, pre-issued purchase order numbers, or other procedures that provide for expedient purchasing while maintaining essential fiscal control.
  - iii. **Financial Records:** The city will establish procedures for keeping records necessary to separately identify incident related expenditures and obligations. Such records are necessary in order to substantiate the extent of commitment of local government resources, to document requests for outside assistance, and for possible reimbursement of other financial assistance under a Presidential Proclamation of Disaster. Detailed records will be kept from the onset of the emergency which include:
    1. Work performed by force account (city employees), including appropriate extracts from payrolls; equipment used on the job and associated costs; invoices, warrants, and checks issued and paid for materials and supplies used on the job.
    2. Work performed by contract, including copies of requests for bid, if any; the contract, which is let; invoices submitted by the contractor; warrants authorizing check issuance; and checks issued in payment.
    3. Any other incident related expenditures associated with response to the incident.
  - iv. **Mutual Aid Resources:** Mutual aid agreements between political jurisdictions, as well as with private sector groups, will be developed whenever possible. Such agreements will define liability, and detail funding and cost arrangements. Where mutual aid agreements

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do not exist, or other agreements or understandings do not apply, it must be assumed that the City of Tumwater accepts full responsibility for the cost of requested resources.

- c. **Essential Records:** The City Clerk's Office will coordinate the identification of essential records and establish procedures under the guidance of the state law for preservation of vital records in the event of a major emergency. In addition, each department shall detail the records deemed essential for continuing government functions under emergency conditions. That list should include the location and method of retrieval of those records identified. Provisions shall also be made for access to records required for emergency operations, including utility system maps, location of emergency supplies and equipment emergency plans and procedures, and personnel rosters. Provisions should be made for the recovery of certain vital records in the event of damage to automated records systems.
- d. **City Business Resumption Plan:** Certain city business processes, if not performed, may directly result in lost revenue, significant increased operational costs, costly legal challenges, or safety and health issues not directly related to the disaster incident. A City Business Resumption Plan should be prepared to assist in sustaining or restoring critical functions and business as usual. These factors may be used to identify vital city services, and develop strategies for recovery:
  - i. How will the service interruption impact city customers?
  - ii. How long can the process or service be interrupted before the consequences severely impact business?
  - iii. Do other departments or agencies provide materials, services, or information that would seriously affect the service if not provided on schedule?
  - iv. What resources, including personnel, are needed to sustain the process or service? Will they be immediately available during or immediately after the emergency? Does the service require specialized personnel? Can temporary workers be hired to perform the service effectively?
  - v. What system documentation is available? Can services be provided manually for a short period of time?
  - vi. What kind of support is required, including electrical power, water, computer support, transportation, and public access facilities?
- e. **Emergency Worker Compensation: Liability Coverage for Emergency Workers:** Certain liability coverage is available under RCW 38.52 for emergency workers involved in the protection of life and property during an emergency under the provisions of this plan. Coverage will be activated by the assignment of a mission number by the State Emergency Operations Center, and the proper registration of emergency workers through the volunteer management system. Volunteer emergency workers will be utilized only as specified by state law, WAC 118-04. Workers will be registered as required, to include: name, date of birth, address, the purpose for which they were utilized, and the appropriate dates and times.
- f. **Finance and Administration Section Chief:** The Finance and Administration Section Chief is charged with a variety of functions. These include, contacting City officials and elected members through the Liaison Officer if available, coordinating technical support for the EOC, and managing the documentation of costs during and after an event. Tasks:
  - i. Obtain a briefing from the EOC Manager.
  - ii. Obtain the Finance and Administration vest from the EOC storage locker.

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- iii. Staff and supervise the required elements of the Section and assume the duties of the Section as appropriate should full activation not be required.
  - iv. Establish fiscal control capability.
  - v. Provide input in planning on all financial and cost analysis matters.
  - vi. Ensure that the mission number, designated by the EOC Manager, FEMA number, and the event project number are posted and being used.
  - vii. Ensure on-going contact and information dissemination to the City Administrator and City Council occurs. Remember to stress what information is public and what is not yet being released.
  - viii. Contact Legal to be available for declarations of emergency or disaster. Drafts are kept in the section book.
  - ix. Ensure all Sections are using ICS 214, Unit Logs.
  - x. Consider raising credit card limits for EOC cardholders.
  - xi. Support the EOC manager in process type decisions such as when to declare a disaster or emergency or when to seat the policy group.
  - xii. Be ready to consult with the City Attorney as needed on legal matters.
- g. Procurement Unit: Administrative Services will staff this Unit. The Logistics Section is responsible for acquiring required resources. However, the Procurement Unit provides financial monitoring for those transactions and facilitates the general process. The Procurement Unit:
  - i. Provides for allocation of city financial resources in support of the needs of the incident.
  - ii. Establishes and administers a Purchase Order system to control expenditures in coordination with the Logistics Section.
  - iii. Maintains records of financial obligations relating to the incident.
  - iv. Coordinate all contractual matters regarding vendor contracts and rental agreements and ensure that all obligation documents are properly prepared and executed.
- h. Cost Tracking Unit: Staffed by Finance. The Cost Unit:
  - i. Provides for the real time tracking of all expenditures, obligations, and costs incurred relative to the incident.
  - ii. Establishes a method of collecting the data needed to track costs. All departments will cooperate by maintaining those records necessary to accomplish cost analysis responsibilities.
- i. Telecommunications Unit: Staffed by IT Division of Finance augmented where necessary by other departments. The Telecommunications Unit:
  - i. Provides personnel to the EOC to assist with telecommunications.
  - ii. Provides for duplication services in the EOC.
- j. Information Services Unit: Staffed by Executive augmented where necessary by other departments. The Information Services Unit:
  - i. Provides clerical support to the EOC, to include log keepers, data input services including EIS and other computer aided data collection efforts, and other clerical services as required.
  - ii. Provides for duplication services in the EOC.

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- k. Employee Welfare Unit: Staffed by Administrative Services and works in conjunction with Parks and Recreation. The Employee Welfare Unit:
  - i. Provides for the monitoring of employee home and family needs to determine if they were impacted by the emergency.
  - ii. Provides a childcare system for employee families as needed.
  - iii. Coordinates employee disaster relief as needed.
  - iv. Coordinates Post Traumatic Stress debriefings for employees and their families.
  - v. Coordinates workplace disaster safety surveys and modifications.
  - vi. Coordinates all Workman Compensation claims and other issues relating to the incident, including injuries and illnesses.
  - vii. Identifies potentially unsafe acts.
  - viii. Identifies corrective actions and ensure implementation. Coordinates corrective action with Command.
  - ix. Ensures adequate sanitation and safety in food preparation.
  - x. Initiates, maintains, and ensures completeness of documentation needed to support claims for injury and property damage.
    - 1. Injury information should be kept on contracted personnel formally assigned to the incident, as well as paid employees and mutual aid personnel.

### *Prevention and Mitigation*

- Promote safety and prevention programs.

### *Preparedness*

- Develop and maintain the City CEMP.
- Coordinate and maintain a method of identifying available resources.
- Provide preparedness activities including plans, procedures, training, drills, and exercises.

### *Response*

- Coordinate the City's emergency response with federal, tribal, public and private organizations.
- Communicate and coordinate with local jurisdiction and tribal government EOCs to monitor the situation, gather essential elements of information and identify jurisdictional and tribal needs and requirements.
- Staff the EOC as dictated by the emergency or disaster and the resource needs.
- Develop EOC Action Plans, as required.

### *Recovery*

- Deploy appropriate resources as needed in support of recovery operations.
- Coordinate with state agency, local jurisdiction and tribal government officials on short-term and long-term recovery planning and operations.
- Develop EOC Action Plans and SITREPs as appropriate.
- Distribute recovery information, plans and reports to EOC staff.
- Recommend the activation of the Recovery Task Force (RTF).
- Conduct after-action critique of the overall response and recovery efforts and recommend operational, procedural, or statutory changes to improve future efforts.

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### Responsibilities

#### *Fire Department: Emergency Management Division*

- Establish Incident Command Systems sections as instructed by the EOC Manager.
- Establish appropriate Units as required by the nature and scope of the emergency.

#### *All City Departments:*

- Develop procedures that detail the department's expected role in emergency response.

#### *Thurston County Emergency Management:*

- Provides support to the City of Tumwater in all aspects of emergency response and recovery.

### Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use for up to 14 days.

## Hazardous Materials

### Introduction

#### *Purpose*

To define local responsibilities for hazardous material incident response and management.

#### *Scope*

Preparation for and response to incidents in the City involving hazardous substances, including radioactive materials.

### Policies

1. Federal law, specifically the Emergency Planning and Community Right-to-know Act, defines how communities will prepare for and respond to incidents involving the release of certain hazardous substances. This plan is consistent with the requirements of the law.
2. The Local Emergency Planning Committee (LEPC) has established a hazardous materials emergency response plan in accordance with federal and state law. That plan is included herein by reference.
3. The Washington State Patrol (WSP) has been designated as the Incident Command Agency for hazardous materials incidents that impact state and interstate highways.

### Situation

#### *Emergency/Disaster Conditions and Hazards*

The manufacture, transportation, storage, and use of a wide range of hazardous materials in our community pose a threat to life and the environment in the event of an uncontrolled release. Accidents involving rail, waterway and highway transportation of chemicals may occur. An initial disaster, like an earthquake, may result in numerous secondary events such as ruptured or overturned storage tanks, ruptured lines or explosions caused by spilled material.

#### *Planning Assumptions*

1. The Fire Department will most likely be the initial responding agency. Fire Department plans and procedures should be developed to define how hazardous materials incidents will be managed and how emergency resources will be mobilized as well as the methods for notifying WSP when appropriate.
  - a. Water Resources & Sustainability Department maintains staff with expertise in spill management

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and can likely be a resource for the Fire Department if needed.

2. In major events where multiple hazardous materials incidents exist, the Fire Department may have to proceed as the hazardous materials response agency without the assistance or direction of the Washington State Patrol.

### Concept of Operations

#### *General*

1. A hazardous materials incident will be reported to emergency authorities by the spiller, bystanders, or others becoming aware of a dangerous situation. Most reports will be made to Thurston 9-1-1 (TCOMM).
2. TCOMM has internal procedures for notification of the appropriate emergency response agencies. The Fire Department is the initial response agency for hazardous materials in the city.
3. Initial protective actions will be taken by the Fire Department as required by the nature and scope of the incident. In larger incidents, the EOC may be activated in support of on-scene command.
4. WSP will be notified and will assume Incident Command at the scene according to standing orders.
5. Incident command will determine the appropriate method for handling the incident, including protective measures, personnel safety, cleanup, and protection of downstream resources such as groundwater and surface waters.

#### *Organization*

The designated incident command agency will determine the appropriate response organization for handling a hazardous materials (HAZMAT) incident.

#### *Procedures*

1. The internal procedures for each response agency will identify how they will respond to a HAZMAT incident.
2. Site-specific incidents will be coordinated on-scene. The City EOC may be activated for multiple simultaneous incidents.
3. The provisions of the Thurston County Hazardous Materials Emergency Response Plan developed and maintained by the Local Emergency Planning Committee, will identify the overall direction, control, and coordination elements of hazardous materials incident response and recovery.

#### *Prevention and Mitigation*

- Conduct inspections of facilities where hazardous materials are generated, used, stored, disposed of, or destroyed.
- Manage city-owned aquatic lands and associated habitat to reduce or eliminate the effects of hazardous materials.
- Manage biological, cultural, and natural and structural resources to reduce or eliminate the effects of hazardous materials.

#### *Preparedness*

- Develop guidance and emergency procedures for operations.
- Develop and conduct hazardous materials exercises.
- Develop and conduct hazardous materials training for all emergency responders.
- Participate in other local, state, and federal hazardous materials exercises.

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### *Response*

- Provide 24-hour response to hazardous material, oil spill, or other release incidents.
- Make emergency notifications.
- Determine the source and course of the incident.
- Identify the responsible party for a hazardous material, oil spill, or release incident.
- Assume responsibility for incident management and cleanup if the responsible party is unavailable, unresponsive, or unidentified.
- Ensure that source control, containment, cleanup, and disposal are accomplished.
- Assist in monitoring and ensuring the safety of first responders and other personnel.
- Initiate enforcement actions, as appropriate.
- Coordinate spill response with other state and federal agencies, and local jurisdictions.
- Establish a JIC with involved agencies and the responsible party to provide current and accurate information to the community.
- Make on-site inspections of hazardous materials, oil spill, or other releases.

### *Recovery*

- Review response procedures following an incident.
- Coordinate the preparation of an after-action report where appropriate for oil and hazardous materials incidents.
- Recommend and oversee long-term remedial actions.
- Follow-up on enforcement actions.

### *Responsibilities*

#### *Washington State Patrol*

- Acts as designated Incident Command Agency for hazardous materials.
- Assumes overall direction and control responsibility according to state law.
- Determines the best method of handling the incident, requests outside resources as needed.
- Coordinates with other state agencies, including the Department of Ecology, regarding response and recovery.

#### *Fire Department*

- Acts as initial response agency for hazardous materials.
- Identifies the hazard if possible and determines the appropriate initial response methods to mitigate the immediate threat to life and property.
- Confirms notification of the designated incident command agency.
- Confirms notification of the appropriate state agencies.
- Coordinates actions with the LEPC.

#### *Mutual aid fire departments and districts*

- Provides mutual aid support to the Fire Department or the incident command agency as requested.

#### *Police Department*

- Traffic and perimeter control at the scene.



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- Assists with identification of hazardous material.
- Coordinates actions with the LEPC.

### *Washington State Department of Ecology*

- Acts as lead agency for spill cleanup.
- Provides technical information on containment, cleanup, and disposal.
- Assists with laboratory analysis and evidence collection for enforcement action.
- Serves as the state on-scene coordinator under the National Contingency Plan for spills impacting the waterways.

### Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

### References

Refer to the Fire Department's emergency response processes.

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### Legal

#### Summary

The Legal Department consists of the City Attorney and staff.

#### Core Capabilities

The following core capabilities align with the responsibilities of the Legal Department:

All Phases

Planning

#### Emergency Support Functions

The city does not use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of the Legal Department:

ESF-5: Emergency Management (Supporting)

ESF-14: Long Term Community Recovery (Supporting)

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### Parks and Recreation

#### Summary

The Parks and Recreation Department manages and maintains city parks and trails as well as providing recreation programs for the community. Parks and Recreation staff also manage and maintain all city buildings and facilities.

#### Core Capabilities

The following core capabilities align with the responsibilities of Parks and Recreation:

All Phases

Operation Coordination

Mitigation

Community resilience

Response

Logistics and Supply Chain Management

Mass Care Services

Recovery

Housing

Natural and Cultural Resources

#### Emergency Support Functions

The city does not use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Parks and Recreation:

ESF-3: Public Works and Engineering (supporting)

ESF-5: Emergency Management (Supporting)

ESF-6: Mass Care, Emergency Assistance, Housing, and Human Services

ESF-7: Logistics Management and Resource Support

ESF-14: Long Term Community Recovery (Supporting)

#### Mass Care

Introduction

*Purpose*

Coordinate mass care and sheltering efforts for the population following a major emergency or disaster. Coordinate comfort centers during severe weather events or following a disaster or emergency.

*Scope*

- Address sheltering needs for persons unable to provide for themselves, and define coordination of shelters, feeding stations, and other special services to persons in need following an emergency.
- The management, safe handling, and distribution of food stocks, water, and donated goods for the needs

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in the city of Tumwater during a major emergency or disaster to be coordinated with Thurston County.

### Policies

- The needs of the impacted population will be met whenever possible with combined public and private resources, including city personnel and facilities where appropriate, private disaster relief agencies, churches, civic and fraternal organizations, non-profit charitable organizations, and any other appropriate service or facility.
- Mass care services will be provided without regard for race, religion, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability or other basis prohibited by state or federal law.

### Situation

#### *Emergency/Disaster Conditions and Hazards*

- Disaster conditions may be of such severity as to prevent the habitability of homes, damage essential services such as water and power, disrupt the distribution of food, and significantly stress local emergency aid.
- Food and water sources as well as other essential supplies may be exhausted or compromised, requiring special procedures for acquiring additional resources.

#### *Planning Assumptions*

- Mass care will normally be carried out during and immediately after an emergency or disaster until individual services can be provided.
- Not all persons evacuated from their homes will need shelter and support. Sheltering with family members, the use of recreational vehicles, and other expedient and self-sufficient means may reduce the overall load on public shelter capabilities.
- Under emergency/disaster conditions the American Red Cross and the Salvation Army are the primary agencies that have the ability to coordinate feeding.
- The Fire Department: Emergency Management Division will work with all community, humanitarian, and social service organizations on the coordination of this activity.
- The distribution of food, water, and donated goods needs to be a community wide effort to include City of Tumwater and Thurston County government.
- Distribution of food, water, and donated goods will tax government, humanitarian, and social service agencies.
- City of Tumwater and Thurston County have limited experience in coordinating the distribution of food, water, and donated goods in a catastrophic event.
- Water supplies may be severely impacted both during flooding, severe winter storms, due to frozen then ruptured pipes, and earthquakes because of total disruption, cracks, and pipeline failures.
- Most water purveyors are not prepared to deal with severely impacted water systems after a major emergency/disaster.

### Concept of Operations

#### *General*

- Mass care provides for the immediate survival needs of disaster victims through group services and

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facilities coordinated by the Parks and Recreation Department.

- The American Red Cross (ARC) is the primary resource for opening and operating public shelters. Where possible, the ARC will assist in the acquisition and coordination of additional private sector relief resources.
- When the incident impacts more than one jurisdiction, coordination with the American Red Cross will be through the Thurston County ECC.
- The Fire Department: Emergency Management Division will coordinate with local agencies, churches, institutions, commercial facilities, volunteer organizations, and appropriate purveyors for the management of food, water, and donated goods.

### *Organization*

- Incident Command may establish a Mass Care Unit for coordination of emergency sheltering and feeding.
- An American Red Cross representative may be requested to assist the Mass Care Unit in coordination of private sector care resources.

### *Procedures*

1. Mass Care Centers: In order to provide for the rapid care of dislocated persons, mass care centers will be identified by the Mass Care Unit as quickly as possible. The purpose of these centers is to provide immediate relief for emergency personnel by meeting the needs of displaced disaster victims. Disaster victims will be assisted in one of the following ways:
  - a. No Shelter needed/Will Seek Shelter Elsewhere: Disaster victim check-in will be encouraged at mass care centers. Collected information including names, address, destination, and other details will be forwarded to the Disaster Welfare Information Center.
  - b. Shelter Needed/No Alternative Resource: Processed and sheltered or routed to a special needs shelter facility.
  - c. Feeding Only: Provisions will be made for feeding stations in or near the impact area that allow for drop-ins.
2. Post Incident Disaster Assistance Centers: The Emergency Management Coordinator will assist in the location, staffing and supervision of Disaster Assistance Centers as needed following a disaster. All individual assistance programs, public and private, will be accessible at the local level through the Disaster Assistance Centers.
3. Comfort Centers: Comfort centers may be made available during severe weather events or following a disaster or emergency.
  - a. The American Red Cross is the preferred provider of supervision.
  - b. Police support may be necessary to maintain a secure, safe, and peaceful facility.
  - c. Drinking water and cups will be made available at the facility.
  - d. Food needs will have to be provided and managed by another agency and must meet health department regulations.
4. Disaster Assistance to Individuals: Certain assistance may be available on a limited basis through local volunteer and disaster service organizations, e.g., American Red Cross, Salvation Army, Thurston County Health Department, without a local, state, or federal declaration/proclamation of disaster. Services may include:
  - a. Distribution of food supplies.
  - b. Distribution of clothing, bedding and personal comfort items.

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- c. Establishment of temporary feeding stations.
  - d. Public shelter or temporary housing.
  - e. Limited nursing services for seniors and persons with disabilities.
- 5. Coordination with the American Red Cross (ARC): The Thurston/Mason Counties Chapter of the American Red Cross will establish central direction and control of ARC resources. Depending upon the level of involvement by ARC in disaster response and recovery in the city of Tumwater, a direct liaison for ARC may be established at the EOC to ensure close coordination and cooperation.
- 6. Coordinate and support existing homeless sheltering resources in downtown Tumwater by helping ensure the shelters are open.
- 7. State and Federal Disaster Relief and Individual Assistance Programs: In the event of an emergency or disaster proclamation by the President of the United States, certain federal disaster assistance programs will be available to the impacted population. The State Emergency Operations Center and the Federal Emergency Management Agency coordinate disaster assistance to individuals, upon proclamation of a disaster. In addition, certain aid is available from private disaster assistance and social service agencies.
- 8. Community Mental Health Services: The Emergency Management Coordinator will coordinate with Thurston County Emergency Management in the carrying out of post incident community mental health services and religious affairs. A region-wide inventory of qualified mental health professionals should be established for this purpose. Services may include information and referral, spiritual guidance services, and critical incident stress debriefing.
- 9. Disaster Welfare Information (DWI) System: American Red Cross has plans to establish and maintain a system of disaster victim registration in order to provide for a central clearinghouse of information on persons impacted by disaster. A single official register will be kept which lists the information available on known injuries, the status of relocated persons, and other information essential for response to welfare inquiries. The DWI system will not include a confirmed casualty list. Information available through the DWI System will include:
  - a. Information about persons injured as provided by local hospitals.
  - b. Information on casualties evacuated to hospitals outside of the disaster area as provided.
  - c. Status of individuals living in the disaster area obtained through shelter registration or a community-wide DWI registration process.
- 10. Casualty List: A single casualty list of known confirmed dead will be maintained by the Thurston County Coroner and will be accessible through Thurston County Emergency Management when activated. The category "missing" will not be used. Fatality lists will not be transmitted by radio to prevent accidental monitoring by unauthorized persons. The Thurston County Coroner will determine the appropriate means of dissemination of information on deceased persons.
- 11. Release of Information: American Red Cross procedures for the release of information on disaster victims will be observed. Confidentiality of information provisions will be observed. Only information cleared for release will be included in the DWI system.
- 12. Provisions for Special Populations: A Special Populations Coordinator position may be established within the Mass Care Unit to ensure that the needs of the elderly, children, persons with disabilities, and non-English speaking persons are met to the extent possible. The Special Populations Coordinator should:
  - a. Identify the special population needs.
  - b. Coordinate with existing social service and disaster assistance/relief organizations to make sure

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needs are being addressed.

- c. Coordinate with local utilities to identify special needs of people who depend on utilities for life support.
- d. Establish a capability at the Disaster Assistance Center to provide support in understanding information and government regulations, completing forms, and obtaining the necessary relief.

13. Evacuation and Sheltering of Pets: The City of Tumwater will coordinate the evacuation and sheltering of pets through the Thurston County EOC.

14. Food:

- a. The cooperation of the commercial food sector is essential to execute emergency plans for allocation of food resources to meet emergency demands.
- b. The EOC will attempt to coordinate city food resources.
- c. Emergency food stocks will be purchased or procured under the provisions of RCW 38.52.070.
- d. Coordination of food stocks may be made in cooperation with the Thurston County Food Bank.

15. Water:

- a. Thurston County receives its water from a multitude of systems. Tumwater has multiple large drinking water sources at spatially disparate locations, including the Palermo Wellfield, Bush Wellfield, and multiple locations for individual wells near the Olympia Airport.
- b. The EOC will coordinate city water resources.
- c. Following an earthquake, water may be evaluated for contamination.

### *Prevention and Mitigation*

- Refer to City hazard mitigation plans. The Emergency Management Coordinator or a designee with assistance from the Community Development Director or a designee are responsible for hazard mitigation planning and coordination.
- Protect potable water supplies including the use of fencing and surveillance of reservoirs and wellheads as well as treatment and testing of water supplies before entering pipeline delivery systems.

### *Preparedness*

- Share information and lessons learned, develop processes and plans, coordinate response activities, and conduct annual exercises with regional partners.
- Refer to individual water utilities, food producers and distributors, health and agricultural organizations, for plans.

### *Response*

- Track the status of all mass care activities in the city.
- Submit, monitor, and coordinate resource requests for mass feeding and sheltering.
- Coordinate the activities of those local agencies charged in local plans for the provision of food, water, and donated goods.
- Inform assigned agencies of the need to coordinate food, water, and donated goods.

### *Recovery*

- Support the transition to recovery activities, as required.
- Follow appropriate policies and procedures in completing required documentation to justify emergency services, purchases, or expenditures.

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- Revise procedures based on lessons learned from the emergency or disaster.
- Demobilize resources when appropriate.

### Responsibilities

#### *Parks and Recreation Department*

- Responsible for providing direct services to the individuals impacted by a disaster, including feeding, temporary shelter, disaster victim registration, and disaster relief to individuals and businesses. Staffs the Mass Care Unit, in cooperation with the American Red Cross, to ensure the immediate comfort and care of the victims of disaster. The Mass Care Unit will:
  - Determine public care needs and activate the appropriate elements of the mass care system and community shelter plan.
  - Coordinate with the American Red Cross the transfer of mass care and shelter needs to the ARC as soon as their capabilities are fully activated.
  - Coordinate, locate, staff, and equip relocation centers and emergency shelters as needed.
  - Coordinate activities supporting private disaster assistance and social service organizations in carrying out the mass care needs of the community.
  - Coordinate long term individual and family disaster recovery programs in collaboration with the American Red Cross and various governmental agencies.
  - Coordinate with downtown Tumwater homeless support community.
  - Coordinate with the Disaster Recovery Group when activated.

#### *American Red Cross*

- Provides disaster victims with food, clothing, shelter, first aid, and supplementary medical/nursing care as well as other urgent needs.
- Opens shelters and feeding stations upon request.
- Maintains agreements with facility owners and operators for their emergency use as shelters.
- Coordinates their activities through the Thurston County ECC when activated for a multi-jurisdictional incident.

#### *Salvation Army*

- Provides personnel, facilities, and services to assist the Parks and Recreation Department in meeting emergency care needs.

#### *Fire Department: Emergency Management Division*

- Coordinates the activities of those local agencies charged in local plans for the provision of food, water, and donated goods.
- Informs assigned agencies of the need to coordinate food, water, and donated goods.
- Coordinates and maintains a liaison with private providers of mass care resources and services.
- Coordinates with all appropriate departments/agencies to ensure operational readiness.
- Maintains an operational EOC and emergency operating procedures.
- Coordinates with State Emergency Management in the development of local programs that will manage the logistics of food, water, and donated goods.

#### *Food Bank*

- Coordinates distribution of unsolicited goods.



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- Coordinates with the Volunteer Center for additional staffing needs.
- Provides emergency food to individuals and organizations.
- Maintains a resource listing of city and countywide food bank facilities and their equipment, supplies, and facilities and their availability.

### *Salvation Army*

- Provides mobile canteen services.
- Provides emergency feeding services.
- Collects and distributes food, clothing, and other supplies.
- Maintains a resource listing of equipment, supplies, and facilities and their availability.

### *Resource Requirements*

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

### *References*

Hazard Mitigation Plan.

Refer to the Parks and Recreation Department emergency response processes.

## Logistics

### *Introduction*

#### *Purpose*

Provide for the effective use, prioritization, and conservation of available resources. Define how supply, equipment, services, and facilities will be provided in support of the incident; and how food and water resources will be coordinated. Define the methods for utilizing military support and civil authorities, when appropriate to augment local efforts.

#### *Scope*

Coordination of provision of resources to City organizations including location, procurement, warehousing, distribution, and accountability of material, services, and personnel.

### *Policies*

#### *Disaster Response and Recovery Resources*

The personnel, services, equipment, supplies, and facilities of the city are the primary resources available for emergency response and recovery. All departments will make full use of their available internal resources. Supplies and equipment will be provided from current city resources or, if necessary, from commercial sources, emergency supplies will not be stockpiled.

#### *Logistics Support*

Additional support, intended to augment existing capabilities, can be obtained through the Logistics Section when activated. Upon formal declaration of emergency by the City Council, the City Administrator may authorize the procurement of additional supplies and equipment needed to meet the critical needs of the community.

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### *Control of Local Private Resources*

A free-market system will be used whenever possible in the acquisition of essential material. The administration of certain economic stabilization measures may be required to ensure equitable distribution of emergency resources. This may include rationing of food, petroleum, and other essential items, or the stabilization of prices, rents, and other necessary actions. All economic stabilization measures will be enacted in accordance with federal, state and local laws.

### *Coordination with Thurston County/Lacey/Tumwater*

Because of the multi-jurisdictional impact of controls on private resources, coordination with the Thurston County Board of County Commissioners and the City Councils of the cities of Olympia and Lacey is essential. Every effort will be made to ensure that controls imposed by all jurisdictions in the region are consistent. Regional coordination of emergency resource conservation measures will be the responsibility of Thurston County Emergency Management.

### Situation

#### *Emergency/Disaster Conditions and Hazards*

Emergency conditions may be of such severity as to exhaust the resources under the control of City departments, and require special procedures for acquiring additional material, services, and personnel. Weather conditions, damage to transportation routes, damaged equipment, or other factors may inhibit the use of local equipment and supplies.

#### *Planning Assumptions*

1. Resources beyond the capacity of City departments will be coordinated through the EOC.
2. Requests for resource support will be handled on a case-by-case basis and allocation will depend on availability, means of delivery, and fiscal status.
3. Procedures will be in place to pay for certain essential supplies and equipment. Procurement, where financial obligations are required, will be coordinated with the Finance Section.

### Concept of Operations

#### *General:*

1. Logistics and Emergency Resource Allocation: Policies and procedures will be adopted which provide for the effective utilization and conservation of vital local resources.
2. The Logistics Section Chief, when activated by the EOC Manager/Incident Commander, shall have the responsibility for coordination of resource acquisition and allocation.
3. The Mayor may invoke controls on resources and establish resource allocation priorities during a state of emergency.
4. Resource allocation policies envision the continued operation of a free-market economy and existing distribution systems to the extent possible. Voluntary controls are the preferred method of resource management.
5. Where necessary, under a declaration of emergency, the City Council may consider adoption of an emergency ordinance invoking mandatory controls on local resources on a temporary basis.
6. During the preparedness phase, the Emergency Management Coordinator will identify local industries and other public and private resources that may be needed in a disaster.
7. Volunteer Organizations: The Human Resources Section will make use, of schools, churches, and existing volunteer organizations as a volunteer base, and coordinate with Thurston County Emergency

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Management, for use of volunteer groups under their direction. Volunteer organizations may include:

- a. Amateur radio HAM organizations: communications support.
  - b. Salvation Army: supports the American Red Cross in disaster victim care and assistance.
  - c. Tumwater Police Explorers: assistance with search and rescue or other non-threatening duties as appropriate.
  - d. American Red Cross volunteers: accessed through the ARC headquarters, volunteer section.
8. Military Support to Civil Government: Requests for military assistance will be made through the State Emergency Operations Center. Military assistance supplements local resources.
  9. Types of Military Assistance Available: When made available by the Governor or other authority, military assets will be attached to the appropriate, requesting functional unit. The Liaison Officer will act as the primary contact to ensure the appropriate use of military resources. The capability of military resources include, but are not necessarily limited to:
    - a. Assistance with mass feeding.
    - b. Civil disturbance operations/area security patrol.
    - c. Roadblocks and traffic control.
    - d. Limited military engineering.
    - e. Mobile and fixed communications support.
    - f. Delivery of critical supplies and equipment.
    - g. Emergency evacuation/transportation by land, sea, and air.
    - h. Limited emergency electrical power.
    - i. Limited emergency medical aid.
    - j. Limited potable water.
    - k. Aerial reconnaissance/damage assessment.
    - l. Search and rescue.
  10. Assistance Available from the Civil Air Patrol (CAP): CAP resources will be coordinated through Thurston County Emergency Management. CAP assistance includes, but is not limited to:
    - a. Courier and messenger services.
    - b. Aerial surveillance.
    - c. Light transportation flights for emergency personnel and supplies.
    - d. Aerial photographic and reconnaissance flights.
    - e. Communications support.
    - f. Search and rescue.

### Organization

1. The EOC Manager may activate a Logistics Section as required by the incident. A Logistics Section Chief will be designated to oversee coordination of the activities of the Section.
2. Organization of the Logistics Section: The Functional Units may be established as need. The following units are regularly established during an incident:
  - a. Supply Unit.
  - b. Facilities Unit.
  - c. Food Unit.

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d. Human Resources Unit.

3. Emergency Assistance from Local Religious Groups: The Parks and Recreation Department or the Human Resources section will be the appropriate contact point for services and assistance offered by local religious organizations.

### *Procedures*

1. Logistics Section Chief:
  - a. Staff and supervise the organizational elements of the Section as dictated by the needs of the incident.
  - b. Establish and coordinate an incident support capability to ensure effective emergency resource acquisition and allocation.
  - c. Contribute to the Logistics portion of the Incident Action Plan.
2. Supply Unit:
  - a. Coordinate the acquisition of equipment and supplies requested by the incident staff.
  - b. Provide for the reception, storage, accountability, and distribution of ordered supplies and material.
  - c. Maintain an inventory of supplies.
  - d. Coordinate purchasing with the Finance and Administration Section. Assure that all orders are supported by Purchase Orders issued by the Finance and Administration Section.
  - e. Provide for coordination of service or repair of non-expendable supplies and equipment.
  - f. Coordinate transportation resources. Coordinate with Thurston County Emergency Management as needed for use of Intercity Transit and school buses in support of regional transportation needs.
  - g. Coordinate allocation of fuel resources.
3. Facilities Unit:
  - a. Coordinate the establishment of incident facilities as required, including expedient public shelter facilities, material staging and warehousing, emergency relocation centers, disaster victim and processing facilities.
  - b. Provide for the continuing maintenance and operation of incident facilities until demobilized by Incident Command.
4. Food Unit:
  - a. Coordinate the acquisition and distribution of food supplies. Provide for the purchase of essential food items from local merchants.
  - b. Coordinate acquisition and distribution of potable water.
  - c. Coordinate with the Mass Care Unit by providing food supplies needed for feeding stations and public shelter facilities.
  - d. Establish food stocks distribution centers.
5. Emergency Feeding Stations: The American Red Cross (ARC) is tasked with establishing emergency feeding capabilities. ARC maintains active contracts with local stores and restaurants in order to provide emergency food.
6. Human Resources Unit:
  - a. Coordinate the acquisition, registration, assignment, and management of spontaneous volunteers.
  - b. Establish a volunteer management center. Augment staff with qualified volunteers.

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- c. In cooperation with the Supply Unit, establish a receiving and processing capability for donated goods. Coordinate with Thurston County Emergency Management in the joint establishment of a donated goods facility as needed.
  - d. Establish a pool of skilled personnel provided by business, labor organizations, or other sources.
  - e. Coordinate with the Human Resources Section for the placement of City personnel not otherwise assigned in the emergency plan.
  - f. Coordinate with the Human Resources Section for the temporary emergency hire of personnel to meet emergency needs.
7. Volunteer Registration Requirements: Compensation for injury, death or loss of certain personal equipment may be available to volunteer emergency workers under RCW 38.52. In order to qualify for benefits, the following information is needed during the registration process:
- a. Name.
  - b. Address.
  - c. Social Security number.
  - d. Qualifications or training.
  - e. Actual duties assigned/emergency worker classification.
  - f. Applicable dates and times.
8. Regional Resource Marshaling Center: A regional facility for the reception, warehousing, accounting, and distribution of essential supplies and equipment will be established in cooperation with Thurston County Emergency Management.
9. Staging Areas: The central in-city distribution point for incoming supplies and equipment will be the Port of Tumwater. An alternate distribution center may be established elsewhere if Port facilities are inaccessible. Staging of equipment and supplies may be established in each Operational Zone when appropriate.

### *Prevention and Mitigation*

- All primary and support agencies will ensure that personnel and equipment are protected from the effects of disasters by complying with the Basic Plan, and that appropriate emergency procedures and operating plans address and comply with City response and recovery guidelines.

### *Preparedness*

- Establish and review departmental roles and responsibilities for providing resource support during the response and recovery phases of an emergency or disaster.
- Maintain an inventory of City owned and leased facilities.
- Identify resources for the response and recovery phases of an emergency or disaster.
- Develop a needs assessment of internal and external resources to identify including:
  - Essential personnel and staffing for internal and external support requirements.
  - Emergency supplies needed for personnel.
  - Essential records, equipment, and office supply needs.
  - Essential office space requirements.
  - Research and determine, from the appropriate authorities, potential liability issues and appropriate insurance levels for state agencies.
  - Logistics transportation requirements for an emergency or disaster.

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### Response

- Provide information on how and where to obtain goods and services to emergency management staff.
- Coordinate and fill resource requests.

### Recovery

- Support the transition to recovery activities, as required.
- Follow appropriate policies and procedures in completing required documentation to justify emergency services, purchases, or expenditures.
- Ensure correct cost coding for any facilities, goods or services obtained from private sector providers.

### Responsibilities

#### Parks and Recreation and Public Works (TED and WRS)

- Analyze incident resource requirements and establish resource priorities.
- Identify available resources and develop agreements for acquisition and use.
- Establish inventory control and material delivery capability.
- Manage donated goods.
- Establish a volunteer registration and coordination capability.

### Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

### References

Public Works All Hazards Plan.

Refer to the Parks and Recreation Department emergency response processes.

## Volunteer and Donations Management

### Introduction

#### Purpose

To provide an overview of Volunteer and Donations Management and be a mechanism for navigating regional coordination of spontaneous volunteers and unsolicited donations. Additionally, this is a tool for the city to use for advance planning to have policies and procedures in place to handle spontaneous volunteers and unsolicited donations.

#### Scope

A framework and guidance on the roles of Federal, State, County, and local governments in the management of large amounts of spontaneous volunteers and unsolicited donations in the aftermath of a catastrophic disaster.

### Preparedness

1. There are many varying levels of preparedness among the different public and private organizations located within and around the City of Tumwater. Some ways to prepare for spontaneous volunteers and unsolicited donations include:
  - a. Create a strong local network for effectively using spontaneous volunteers and unsolicited

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donations.

- b. Appoint a lead agency to coordinate with local volunteer groups.
  - c. Develop a Spontaneous Volunteer Management Plan.
  - d. Develop a Donations Management Plan.
  - e. Develop a public education plan specifically targeted at potential volunteers and donors.
  - f. Engage the business community in planning efforts.
  - g. Include spontaneous volunteers and the management of unsolicited donations in Training & Exercises.
2. It is important for the lead agency to establish regular communication with other volunteer agencies to be better prepared. The goal is to affiliate volunteers prior to any event. The city should focus on creating or updating its plans for volunteer and donations management.

### Coordination Committee

Establish a Volunteer and Donations Coordination Committee whose primary purpose is to discuss and coordinate spontaneous volunteer and unsolicited donations management activities across the city. Topics for discussion may include:

- Current location of Volunteer Reception Centers.
- The status of processing.
- Capacity to share spontaneous volunteers and unsolicited donations across the region.
- Future projections or trends.
- Assignment of donations coordinators and volunteer coordinators and their roles.

### Spontaneous Volunteers

1. Once a disaster occurs, there may be a large influx of spontaneous volunteers. They can be of great help in a dire situation. A spontaneous volunteer is a person who is not affiliated with a locally recognized volunteer organization but offers their help during disaster response and recovery. It is necessary for spontaneous volunteers to go through a registration process so that the skills of the volunteer are matched to a specific request from the community. Being able to effectively organize these volunteers, through the EOC or the use of a Volunteer Reception Center (VRC) will be very helpful. The City of Tumwater Emergency Management Division will coordinate with Thurston County Emergency Management the establishment of a VRC. The following should be used as a guide when deploying VRCs.
  - a. Small, limited, localized disaster.
    - i. Spontaneous Volunteers will mainly be from surrounding, neighboring areas.
    - ii. No need for a VRC.
  - b. Medium to large disaster.
    - i. Significant media attention.
    - ii. Establish a VRC outside the impact area.
  - c. Very large or catastrophic disaster.
    - i. Volunteer activity will overwhelm the local capacity.
    - ii. Consolidate VRCs to operate more efficiently.
2. Preregistering Volunteers:
  - a. Encourage volunteers to register with local volunteer organizations prior to a disaster. Then,

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during disasters they can respond to that agency and be covered under their liability coverage.

3. If a VRC is not going to be set up, then the Volunteer Coordinator in the city will handle the processing and referring of spontaneous volunteers. This coordination will occur at the Emergency Operation Centers.
4. The United Way of Thurston County will assist and support community organizations by recruiting and mobilizing additional community volunteers when requested.
5. Demobilization and Recovery: Volunteers and donations are crucial for the response and recovery of a disaster. Once affiliated, volunteers can continue to work with volunteer agencies and organizations under the auspices of that agency.
6. Liability: FEMA has learned from Citizen Corps Councils, volunteer program managers, and volunteers that liability is a significant concern and a potential barrier to volunteer involvement in emergency services. Spontaneous volunteers will be registered in the Volunteer Reception Center (VRC) as Temporary Emergency Workers, and they will need to sign a volunteer liability release form. Temporary workers are not Emergency Workers under Washington State Law.
7. Volunteer Reception Center (VRC):
  - a. A Volunteer Reception Center (VRC) is a location where spontaneous volunteers can be assessed, receive training, and be placed with an agency, organization, or support function needing personnel. Once the volunteer has been assigned to a receiving agency or organization, the volunteer then becomes the responsibility of that agency or organization until he or she is released from assignment. A VRC can be implemented if the need for and supply of volunteers is significant.
  - b. VRC Activities include:
    - i. Formal registration.
    - ii. Interview & Assignment.
    - iii. Safety & Cultural Trainings.
    - iv. Public Information.
    - v. Phone Bank.
    - vi. Demobilization.
  - c. Forms include:
    - i. VRC Arrival Sign In.
    - ii. Volunteer Instructions Checklist.
    - iii. Sample Disaster Volunteer Registration Form.
    - iv. Sample Volunteer Liability Release Form.
    - v. Emergency Worker Registration Card.
    - vi. Safety Training.
    - vii. Sample VRC Floor Plan.

### Donations Management

1. If not properly managed, donations can become a disaster within the disaster. Even donation activity for a small level disaster can be overwhelming. The importance of organizing and maintaining donations is crucial in any disaster response and recovery process.
2. During a disaster, the public, including major corporations, give generously to those in need. Often this outpouring of goodwill can overwhelm local government and social agencies.



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3. In a regional disaster, the management of donated goods will not only overwhelm government and social agencies, but the goodwill could be so generous, many donated goods may never be used and will require disposal.
4. Donated Goods:
  - a. City of Tumwater government will coordinate all nationally donated goods with the State EOC.
  - b. The EOC will ensure all donated goods are safely distributed based on need to the neighborhoods of Tumwater.
  - c. Donated goods are categorized into the following sections:
    - i. Solicited Goods: The impacted community has identified a specific need and requests specific items from either the general public and/or the community. Usually, the request is for cash donations to be made to the American Red Cross, Salvation Army, or other agency providing major relief efforts to the affected community.
    - ii. Unsolicited Goods: The public sees or hears of the disaster through the media and is motivated to send a donation and/or donated goods to the impacted area whether it is needed or not. The Thurston County Food Bank will coordinate sorting, storing and distribution of unsolicited goods.
5. The level of donations that may accompany each level of disaster.
  - a. Small to medium disaster.
    - i. Few and sporadic donations.
  - b. Medium to large disaster.
    - i. Donations activity is significant.
  - c. Very large or catastrophic disaster, with a State and Federal proclamation of disaster.
    - i. Donations Management Branch or Unit will be established.
6. Public Messaging:
  - a. Managing the expectations of the public is critical during a catastrophic disaster. Getting the right messages out early will help limit the unsolicited and often unusable donations.
  - b. A consistent message on where and how to volunteer and what to donate during the disaster needs to be delivered. This can be established through the Joint Information Center (JIC).
  - c. Valuable Public Messages may include:
    - i. Don't call 9-1-1 unless it is an emergency. Call 2-1-1, which will get you to the information you seek without jamming up a critical lifeline for emergencies.
  - d. Donated Goods: FEMA Disaster Assistance Policy provides the criteria by which applicants will be credited for volunteer labor, donated equipment, and donated materials used in the performance of eligible emergency work.

### Demobilization

1. Volunteer and Donations Management is unique in that it is prominent in both response and recovery operations.
2. Demobilization:
  - a. Collect and compile all the documentation of volunteer hours during response activities so they can be utilized towards the Public Assistance federal match requirement.
  - b. Direct volunteers towards longer-term affiliation and community involvement, building larger and

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stronger networks of affiliated volunteers.

### Recovery

#### *Volunteer Management:*

After the response phase, a volunteer can continue to support recovery operations through their affiliation with a volunteer organization or with a long-term recovery organization.

#### *Donations Management:*

Donations will continue to come in during recovery, but the needs of the impacted community may be different. It is important in the planning process to reevaluate the needs of the community and continue to communicate those needs with the public through ongoing public information.

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### Police

#### Summary

The Police Department consists of Operations and Administrative Services.. Operations include Patrol, Investigations, and Training. Administrative Services include records, public disclosure, operations support as well as research and development.

#### Core Capabilities

The following core capabilities align with the responsibilities of the Police Department:

##### All Phases

- Planning
- Public Information and communication
- Operational Coordination

##### Prevention and Protection

- Intelligence and information Sharing
- Interdiction and Disruption
- Screening, Search, and Detection
- 

##### Response

- Mass Search and Rescue Operations
- On-scene Security, Protection, and Law Enforcement
- Operational Communications
- Situational Assessment

#### Emergency Support Functions

The city does not use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Police Department:

- ESF-2: Communications (Supporting)
- ESF-5: Emergency Management (Supporting)
- ESF-9: Search and Rescue
- ESF-13: Public Safety and Security
- ESF-14: Long Term Community Recovery (Supporting)
- ESF-15: External Affairs (Supporting)

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### Search and Rescue

#### Introduction

##### *Purpose*

Procedures to be used for coordination of search and rescue.

##### *Scope*

Urban search and rescue operations including ground, air, and water.

#### Policies

##### *Search and Rescue*

RCW 38.52 assigns the responsibility for search and rescue to law enforcement. The Police Department is responsible for coordinating search and rescue in the city. Qualified personnel from the Tumwater Fire Department and the Thurston County Special Operations and Rescue Team are assigned technical rescue responsibilities.

##### *Search and Rescue (SAR) resources*

Thurston County SAR resources, and city law enforcement personnel, will conduct searches for missing persons. Where there is a demand for SAR activities, a Search and Rescue Coordinator will be designated by the Police Department. Large-scale SAR operations will be coordinated from the EOC. Additional SAR resources will be obtained through Thurston County Emergency Management.

#### Situation

##### *Emergency/Disaster Conditions and Hazards*

An emergency or disaster can cause buildings to collapse, threaten lives, and require prompt rescue. The search for missing persons under hazardous conditions, including confined space operations, will require specially trained personnel and specialized equipment.

##### *Planning Assumptions*

- Search and Rescue (SAR) means the act of searching for, rescuing or recovering by means of ground, marine, or air activity any person who becomes lost, injured, or is killed while outdoors or as a result of a natural or manmade disaster.
- Where persons are trapped, stranded, or missing as the result of a disaster, spontaneous attempts at rescue by bystanders and others can be anticipated.
- Resident assistance with SAR operations may be appropriate under some circumstances.

#### Concept of Operations

##### *General*

1. The Police Department will assume coordination of all search and rescue operations in the city.
2. Fire Department resources are trained in urban search and rescue operations, including confined space.
3. The Department of Public Works will provide heavy equipment as needed, to augment the urban search and rescue capability.
4. Additional assistance is available from the Thurston County Sheriff's Department. Coordination with this resource should be through Thurston County Emergency Management.

##### *Organization*

A Search and Rescue Coordinator may be established at the EOC, depending on the nature and severity of the incident.

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### *Procedures*

1. The Police Department will determine the need for search and rescue operations, in concert with the Fire Department where appropriate.
2. Standardized policies and procedures including recognized urban search and rescue methods for identification of structures that need to be searched, or have been searched, will be used.
3. Urban search and rescue task forces made up of qualified city personnel, augmented by resident volunteers where appropriate or outside SAR resources as needed, will be organized and deployed by the SAR Coordinator.

### *Prevention and Mitigation*

- Support preventive search and rescue, aviation safety, and survival programs with available resources, when requested.
- Develop and present preventive SAR programs through public awareness and school education programs.

### *Preparedness*

- Plan to support SAR operations with available resources, when requested.

### *Response*

- Provide resources including personnel and equipment for SAR operations, when available.

### *Recovery*

- Assist in returning all SAR organizations and personnel to a state of preparedness.

### *Responsibilities*

#### *Police Department*

- Staff the SAR Coordinator position at the EOC, as needed.
- Coordinate search and rescue operations and request additional SAR resources and support equipment as necessary.

#### *Fire Department*

- Provide urban rescue trained personnel to carry out special SAR operations.

#### *Departments of Transportation & Engineering and Water Resources & Sustainability*

- Support rescue operations with heavy equipment where necessary.

#### *Thurston County Sheriff's Department*

- Provide additional SAR support to the city when requested, based on availability of trained SAR resources.

#### *Thurston County Emergency Management*

- Coordinate acquisition of external SAR resources upon request.

### *Resource Requirements*

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

### *References*

Refer to the Police Department's emergency response processes.

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### Public Safety

#### Introduction

##### *Purpose*

Provide for the effective coordination of all law enforcement activities associated with the disaster incident, and to ensure that such activities are coordinated to the extent possible with the other responders.

##### *Scope*

Coordination of all incident related law enforcement activities. When necessary, utilizing mutual aid resources available to assist.

#### Policies

- Under emergency conditions, law enforcement is the responsibility of the Police Chief. Law enforcement resources supplied by other jurisdictions will remain under the command of their parent agency but will operate under the direction and control of the Tumwater Police Department.
- Military personnel, requested to augment or support the Tumwater Police Department, will remain under command of their parent agency but will operate only at the direction of the Tumwater Police Department.

#### Situation

##### *Emergency/Disaster Conditions and Hazards*

Disaster conditions will severely strain limited law enforcement resources with multiple demands on services. The ability to respond can be hampered by personnel and equipment shortages, damage to police facilities, interruption of transportation routes, and communications overload.

##### *Planning Assumptions*

- Situations requiring law enforcement support from mutual aid agencies may also be impacting those agencies at the same time. Assistance from adjacent jurisdictions may not be available, and the mobilization and deployment of outside aid will be time consuming.
- Agencies responding from a distance may not have the same knowledge of the community as local law enforcement and may require assignments consistent with these limitations.

#### Concept of Operations

##### *General*

1. The Police Department will initially respond to emergency needs with on duty personnel. Provisions for callback of off duty personnel are defined in the internal procedures of the Police Department.
2. Where additional assistance is required, the Police Chief or designee will request specific types of outside aid utilizing existing mutual aid agreements with adjacent jurisdictions.
3. Other law enforcement assistance, not covered by local agreements or understandings, will be requested through the State EOC.

##### *Organization*

A Law Enforcement Unit will be established in the EOC to coordinate all the identified actions.

##### *Procedures*

Air Operations: Coordination of air resources requested by the city is the responsibility of the Law Enforcement Unit at the EOC. Where multiple aircraft are involved, an Air Operations sub-Unit may be established to provide for safe and efficient use of air resources. The Air Operations sub-Unit will:

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- Establish and maintain operational control over all aircraft resources used by the city in connection with the incident.
- Establish communications protocols for safe and efficient coordination of aircraft. Coordinate with Thurston County, Washington State Patrol, hospitals, and any other outside agencies using aircraft in the city, to the extent possible.
- Identify, mark, secure, and manage landing zones where needed.
- Request the acquisition of air resources through the Logistics Section.
- Provide for coordination of news media helicopters when necessary with the Public Information Officer.

### *Prevention and Mitigation*

- Develop operational and tactical public safety and security plans, conduct technical security and/or vulnerability assessments, and deploy local public safety and security resources in response to specific threats and potential incidents.

### *Preparedness*

- Develop and maintain emergency management plans and participate in emergency response public education or outreach, training, and exercises.
- Maintain an inventory of equipment needed to deliver primary services and specialty services to service areas.

### *Response*

- The Tumwater Police Department will coordinate response actions including general law enforcement assistance, access control, site security, traffic and crowd control, and force protection.

### *Recovery*

- Allocate resources for staffing traffic control for re-entry into previously evacuated areas if resources are available.
- Prepare after action reports.
- Investigate fires where fatalities, large property losses, or suspicious circumstances exist.

## Responsibilities

### *Police Department*

- Prioritize law enforcement response consistent with the Incident Action Plan.
- Coordinate traffic and crowd control.
- Coordinate perimeter security, including coordination of scene ingress/egress where appropriate.
- Coordinate evacuation. Activate a separate Evacuation sub-Unit when needed.
- Maintain law and order by sustaining normal law enforcement operations wherever possible.
- Coordinate Search and Rescue.
- Provide for incident related criminal investigation.
- Assist the Thurston County Coroner with the disposition of human remains.
- Assist with the dissemination of warning and emergency public information.
- Coordinate all incident related aircraft activity. Activate an Air Operations sub-Unit if circumstances warrant.
- Provide security to the EOC.

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### *Thurston County Sheriff's Department*

- Provide law enforcement support in accordance with mutual aid agreements.
- Provide available Thurston County search and rescue units if requested.
- Provide warning and communication support if requested.

### *Mutual aid law enforcement agencies*

- Provide law enforcement support in accordance with mutual aid agreements.

### *Washington State Patrol:*

- Provide law enforcement support to the Police Department if requested.
- Assume incident command for hazardous materials incidents.
- Coordinate and maintain a liaison with the appropriate state departments and agencies as identified in the Washington State Comprehensive Emergency Management Plan.

### Resource requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use for up to 14 days.

### References

Refer to the Police Department's emergency response processes.

## Evacuation

### Introduction

#### *Purpose*

To assist the City of Tumwater, and other governmental agencies, businesses and first responders in planning, preparing for and conducting evacuations impacting the city.

#### *Scope*

Evacuations may result from naturally occurring incidents such as earthquakes, landslides, health related incidents, flooding, volcanic activity, fires or from industrial accidents, dam failure, terrorism, or illegal activities like drug labs and waste dumping. Protection of populations by sheltering in place as well as the traditional movement of people is considered. Any evacuation that extends beyond the city limits should be coordinated with other local, state, and federal plans.

### Planning Assumptions

- Disasters and evacuations occur with little or no warning.
- Current warning systems may not reach the entire target population.
- First responder teams may not be available to conduct door-to-door evacuation notifications.
- Evacuation is normally a multiple jurisdiction activity.
- ICS will be used to manage evacuation activities and phases at all levels.
- Evacuations may be spontaneous, without government control.
- Some residents will not evacuate regardless of the hazards.
- Planning for evacuations must include Americans with disabilities/Access and function needs, pets, service animals, and livestock.



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### Concept of Operations

#### General

1. Local response
  - a. The type of incident, the geographic scope of the incident, and the resources available will determine local response.
  - b. Any agency listed may initiate an evacuation in the interest of public safety. Final approval of an evacuation should come from EOC Manager.
  - c. If the incident is small and local in nature, Tumwater Fire, Police, or Public Works may recommend a limited evacuation and request resources directly through TCOMM.
  - d. Mutual aid may also be affected for larger emergencies or disasters. When multiple agencies and/or multiple jurisdictions are involved, emergency management organizations and emergency operations/coordination centers (EOC/ECCs) may be activated. If this is the case, resources may be coordinated and accounted for by the city, county, or state at the appropriate EOC/ECC.
  - e. In the event of a healthcare facility evacuation the Health and Medical Area Command, will provide medical resource support and coordinate information as needed with the other healthcare organizations, patient families, emergency response agencies, and the public.
2. State Response: Where city and county resources are exhausted, the State of Washington may aid local authorities with large-scale evacuations. This may involve the Washington State Patrol, National Guard, Washington State Health officials, and members of other State agencies, as determined by the Washington State EOC and requesting local authorities.
3. Federal Response: With the exception of the United States Coast Guard, federal agencies are generally not directly involved in evacuations. Federal Agencies may be utilized in the recovery phase of an incident that involves evacuations. In limited circumstances, local military commanders may assist local authorities in evacuation efforts without a presidential disaster proclamation.
4. Americans with Disabilities/Access and Functional Needs.
  - a. Under the Americans with Disabilities Act (ADA Amendments Act of 2008 (P.L. 110-325)), transportation providers must permit passengers with disabilities to be accompanied by their service animals.
  - b. The City of Tumwater will support local agencies in the evacuation of individuals with access and functional needs, the hard of hearing, the deaf, the blind, and unaccompanied children.
5. LEP and PETS
  - a. Planning for evacuations must include Limited English Proficiency (LEP) populations, access and functional needs populations, pets, service animals, and livestock.

#### Organization

The Tumwater Police Department and Tumwater Fire Department are joint lead agencies for evacuation oversight. They may elect to set up a Field Incident Command Post or use the EOC or the main police station. All city departments will support an evacuation by assisting in the planning process as needed. The EOC will assist by coordinating city resources for the evacuation.

#### Procedures

Mutual aid resources from tribes, the private sector, and Non-Governmental Organizations (NGOs) will be utilized as needed. When resources from outside the City are requested, or transportation of evacuees and

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long-term sheltering are needed, mutual aid requests will be activated, as well as a formal proclamation and request for assistance from the Washington State EOC.

### *Response Actions*

Evacuations are cumbersome and time-consuming endeavors. They are resource and personnel intensive and may disrupt local commerce, transportation, governmental, and school activities. The EOC Manager considering evacuation must choose between taking no action, evacuation, or shelter in place.

1. Shelter-in-Place:
  - a. Most commonly used during hazardous materials incidents or terrorist chemical attacks, where there may not be enough time or resources to move a population for a short duration incident.
2. Evacuations:
  - a. An EOC Manager makes the decision for evacuation of a population or shelter in place based on the disaster. The EOC Manager requests activation of EOC to support the evacuation and notifies appropriate elected officials.
  - b. The EOC Manager initiates the warning of affected populations by appropriate methods available.
  - c. At the same time that the warning phase is conducted, the incident command team or EOC is coordinating:
    - i. The selection of a safe area to move impacted populations.
    - ii. Defining evacuation routes to the safe area and assembly and triage points to enter and leave the evacuation routes.
    - iii. Notifying jurisdictions and organizations that will receive or “pass through” evacuees.
    - iv. Notifying support jurisdictions and organizations that will be responsible for movement support, sheltering, EMS, Fire, ARC, PH, Hospitals, and Utilities.
  - d. The Public Works Department supports road closures and evacuation routes.
  - e. The American Red Cross and other non-governmental organizations may provide shelters as needed.
  - f. Salvation Army and American Red Cross support local responders, shelters, and evacuees.
  - g. TPD supports area security, road closures, and shelters.
  - h. Sheltered populations are accounted for and are reunited with loved ones if possible.
  - i. Evacuated areas may need to be cleared by appropriate officials before residents are allowed to return.
  - j. Evacuated populations must be notified of an “all clear” to return with planned phasing to reduce traffic congestion and accidents.
  - k. Evacuated populations may require transportation to return.
  - l. All agencies are responsible for their own facility evacuation procedures.

### *Responsibilities*

The agencies and entities described in this section may be called upon to send a representative to the Field Incident Command Post (ICP) or the Tumwater EOC. The Field ICP and EOC are focal points for coordination of response efforts and resources during evacuations. The lead agency calling for evacuation usually makes recommendations for return to the area.

### *Tumwater Police Department*

- Ensure that TPD coordinates with the EOC duty officer to activate the EOC for support of the evacuation.

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- Act as the Field Incident Commander when appropriate and at suspected or determined crime scenes.
- Provide, direct or command search and rescue resources when appropriate.
- Assist with or call for an evacuation.
- Assist with warning and emergency information.
- Investigate crime scenes and collect evidence.
- Provide a representative to the EOC as requested and if available.
- Maintain evacuation plans for Police facilities.
- Provide crowd and traffic control, site security, and emergency rescue/recovery.

### *Tumwater Emergency Management*

- Activate the EOC when notified by TPD of the area evacuation.
- Provide EOC planning, logistics, and Finance and Administration support to the TPD ICS structure for evacuation.
- Coordinate support for all phases of evacuation.
- Warn residents of dangers requiring evacuations.
- Coordinate location of safe area(s) for evacuees to relocate.
- Coordinate safe evacuation routes, including assembly and release points from the area of evacuation to the release point at the safe area.
- Support local coordination of short- and long-term shelter and feeding of evacuees.
- Support coordination of accounting for evacuees with families and friends.
- Support local coordination of resource support for field commanders.
- Support the appropriate return of evacuees to their homes and businesses.
- Coordinate with State EOC for evacuation resources as needed.

### *Tumwater Transportation & Engineering*

- Provide transportation if resources are available, for evacuees to designated public shelters when requested.
- Provide transportation if resources are available to shelter occupants returning to the evacuated area once that area is deemed safe.
- Coordinate and notify the EOC of the resources used, destination, and number of people transported.
- Coordinate the identification of safe evacuation routes with the EOC.
- Maintain evacuation plans for TED and WRS facilities, in coordination with WRS.
- Provide a representative to the EOC as requested (TED and WRS).

### *Community Development*

- Coordinate the inspection of buildings for structural integrity.
- Inspect or coordinate the inspection of city governmental structures for safe occupancy.
- Tag unsafe buildings as appropriate and call for their evacuation.
- Recommend evacuation where structural safety is an issue.
- Coordinate security of affected areas with the EOC.
- Maintain evacuation plans for Community Development facilities.

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### *Parks and Recreation*

- Assist in providing for the mass care and food and water needs of people displaced from their homes and living in Tumwater shelters.
- Make available City Park facilities, equipment, and personnel for general population emergency shelters in coordination with the American Red Cross and EOC.
- Provide personnel and equipment to support emergency operations of other City Departments.
- Aid in dissemination of public information.
- Maintain evacuation plans for Parks and Recreation facilities.

### *The Tumwater Fire Department*

- Initiate evacuations or shelter-in-place when necessary, in coordination with TPD and the EOC.
- Coordinate evacuation activities with the EOC.
- Provide staffing for a unified command structure to coordinate evacuation.
- Provide support with Public Information Officers where appropriate.
- Coordinate with EMS personnel.
- Request transportation as needed for evacuees.
- Request the opening of a shelter for displaced persons.

### *TCOMM*

- Assist response agencies and EOCs in warning for evacuations.
- Provide normal dispatch services for responder organizations.

### *State Emergency Operations Center*

- Provide a functional EOC to provide State resources for the local evacuation.
- Provide Joint Information Center support when requested.

### *Tumwater School District*

- Provide transportation resources for evacuation if available.
- Provide facilities for shelters if available.

### *The American Red Cross*

- Provide temporary housing and feeding facilities for displaced persons.
- Provide information & financial assistance for immediate needs of evacuees.
- Provide feeding stations for first responders.
- Provide a representative to the EOC as requested.

### *Resource Requirements*

Resources required for evacuation may require transportation vehicles and drivers, a safe area or shelter to take evacuees, food and other accommodations, critical incident stress management and other human services, major or minor medical assistance, interpreters, pet, livestock, and medically fragile population shelters.

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### Public Works

#### Summary

For the purposes of this plan Public Works consists of the Transportation & Engineering (TED) and Water Resources & Sustainability Departments (WRS).

#### Core Capabilities

The following core capabilities align with the responsibilities of the Public Works Department:

##### All Phases

- Planning
- Public Information and Warning
- Operational Coordination

##### Mitigation

- Community resilience
- Long-Term Vulnerability Reduction
- Risk and Disaster Resilience Assessment
- Threats and Hazards Identification

##### Response

- Infrastructure Systems
- Critical Transportation
- Environmental Response/Health and Safety
- Logistics and Supply Chain Management
- Situational Assessment

##### Recovery

- Economic Recovery
- Natural and Cultural Resources

#### Emergency Support Functions

The city does not use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of TED and WRS:

- ESF-1: Transportation (TED Primary, WRS Supporting)
- ESF-2: Communications (Supporting)
- ESF-3: Public Works and Engineering
- ESF-5: Emergency Management (Supporting)
- ESF-8: Public Health and Medical Services (WRS Supporting)
- ESF-12: Energy (TED Primary, WRS Supporting)

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- ESF-14: Long Term Community Recovery (Supporting)
- ESF-15: External Affairs (Supporting)

### Transportation

#### Introduction

##### *Purpose*

To describe the methods for coordination of transportation resources during a disaster.

##### *Scope*

Transportation and evacuation emergency activities including the evacuation of people from their homes, schools, and places of business. Also includes all types of transportation resources.

#### Policies

- Intercity Transit, and access to buses, will be coordinated directly through the agency or Thurston County Emergency Management.
- In accordance with RCW 38.52.110, in responding to a disaster, the City Council is directed to utilize the services, equipment, supplies, and facilities of existing departments and offices, and all other municipal corporations organized under the laws of the State of Washington. The officers and personnel of all such departments, offices, and agencies are directed to cooperate upon request, notwithstanding any other provisions of law.

#### Situation

##### *Emergency/Disaster Conditions and Hazards*

Disruption of transportation routes, damage to transportation resources, the need for movement of large numbers of persons, distribution of essential goods, and the evacuation of endangered segments of the population require procedures for coordination of transportation efforts.

##### *Planning Assumptions*

1. Transportation & Engineering staff will be primary lead for transportation-related elements, with support from Water Resources & Sustainability staff as needed and available.
2. All City owned vehicles, not otherwise involved in emergency response, are available for use. The Transportation Coordinator in the Public Works Unit of the EOC will manage use of available vehicles.
3. Because Intercity Transit is a “shared” multi-jurisdiction transportation resource, this plan recognizes Thurston County Emergency Management as the appropriate coordinator of Intercity Transit activities in support of ESF-01.

#### Concept of Operations

##### *General*

1. A qualified designee from the Transportation & Engineering Department (TED) may serve as Transportation Coordinator if requested. Water Resources & Sustainability (WRS) Department staff will supplement TED, as needed if available.
2. When transportation resources are obtained, every attempt will be made to obtain drivers that are familiar with those vehicles.

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### Organization

A Transportation sub-Unit within the Public Works Unit will be established in large-scale events when necessary to ensure the effective use of all available transportation resources during an emergency.

### Procedures

#### 1. Evacuation/Shelter-in-Place:

- a. Recommendation for evacuation and/or shelter-in-place, and the determination of suitable evacuation boundaries will be implemented by the City Council, the Chief of Police, or the Fire Chief when necessary.
- b. The Public Information Officer and public media will coordinate the dissemination of information and instructions for evacuation and/or shelter-in-place.
- c. Evacuations that have multi-jurisdictional impact will be coordinated with the Thurston County EOC to ensure consistent instructions to the public.
- d. Evacuation/shelter-in-place warning and instructions may be accomplished by door-to-door methods utilizing local emergency agencies.
- e. Population protection methods may include “shelter-in-place” depending upon circumstances.
- f. Conditions in the evacuation area may prevent effective warning and movement of all persons. Evacuation activities may be prioritized by the EOC in the interest of the greater good.
- g. Agency Responsibilities for Evacuation/Shelter-in-Place:
  - i. Fire Department: Emergency Management Division:
    1. Recommend evacuation/shelter-in-place where appropriate.
    2. Monitor evacuation activities.
    3. Coordinate with the Public Information Officer regarding evacuation routes, conditions and other essential information.
    4. Establish an Evacuation sub-Unit if necessary.
  - ii. Police Department:
    1. Crowd and traffic control operations.
    2. Identify and establish evacuation routes.
    3. Assist in the removal of stalled vehicles and equipment from evacuation routes.
    4. Assist the EOC in identifying critical evacuation problems.
    5. Assist in dissemination of evacuation/shelter-in-place instructions to the population.
  - iii. TED and WRS Operations:
    1. Assist in traffic control operations by providing signs and barricades.
    2. Provide assistance with keeping evacuation routes clear of stalled vehicles and equipment.
    3. Provide debris clearance or other maintenance services necessary to keep evacuation routes open. For more information on debris clearance refer to ESF-03: Public Works and Engineering.
  - iv. Fire Department:
    1. Determine the need for evacuation or shelter-in-place and suitable evacuation boundaries if appropriate to the circumstances.

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2. Assist in the dissemination of evacuation/shelter-in-place instructions to the public.

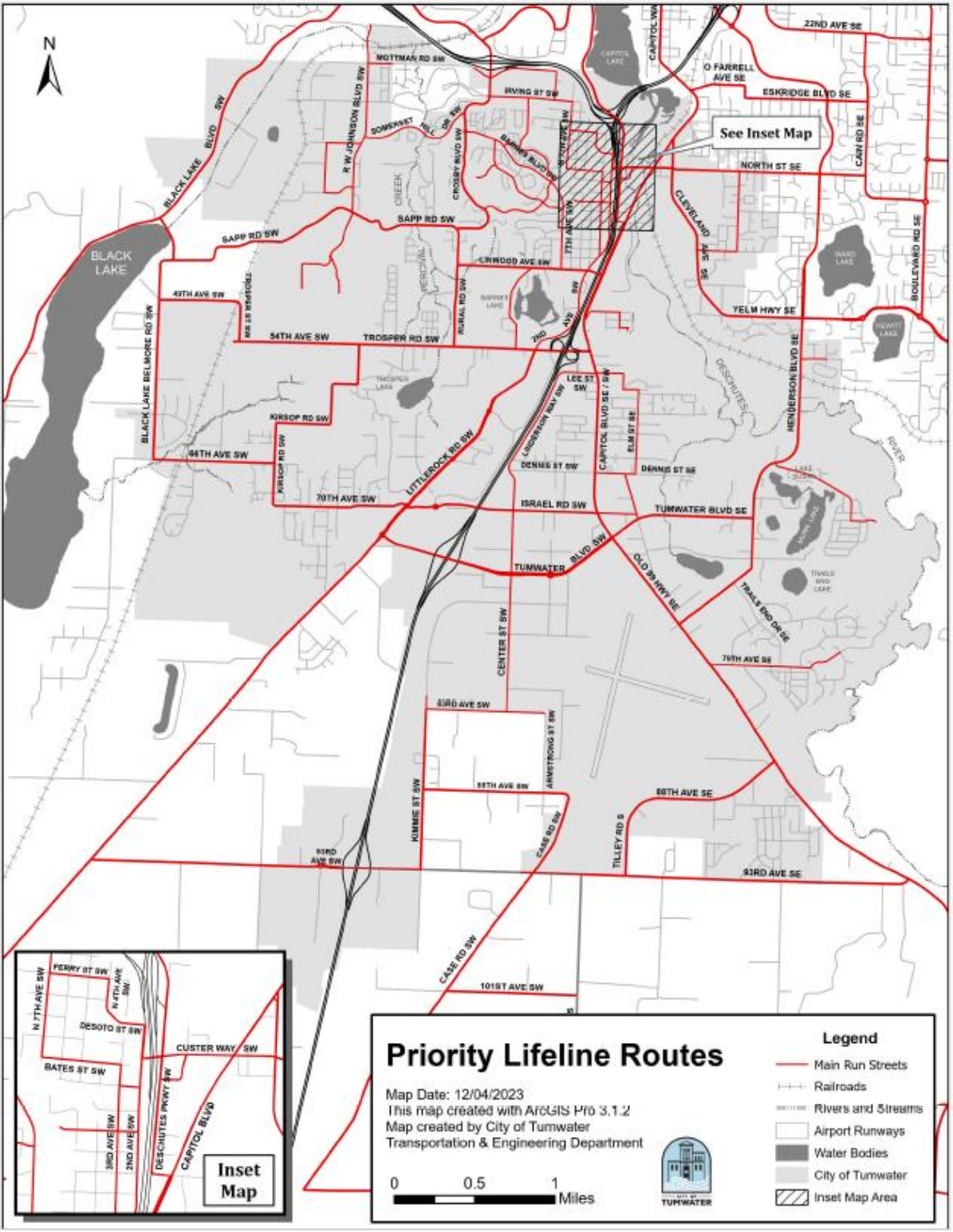
### *Priority Lifelines Routes*

Routes that must be kept open and accessible at all times but especially during emergencies. The first map is of the entire city while the second and third map are zoomed into the north and south ends of the City. Each route is essential to first responder travel patterns and facilitates critical lifesaving functions.



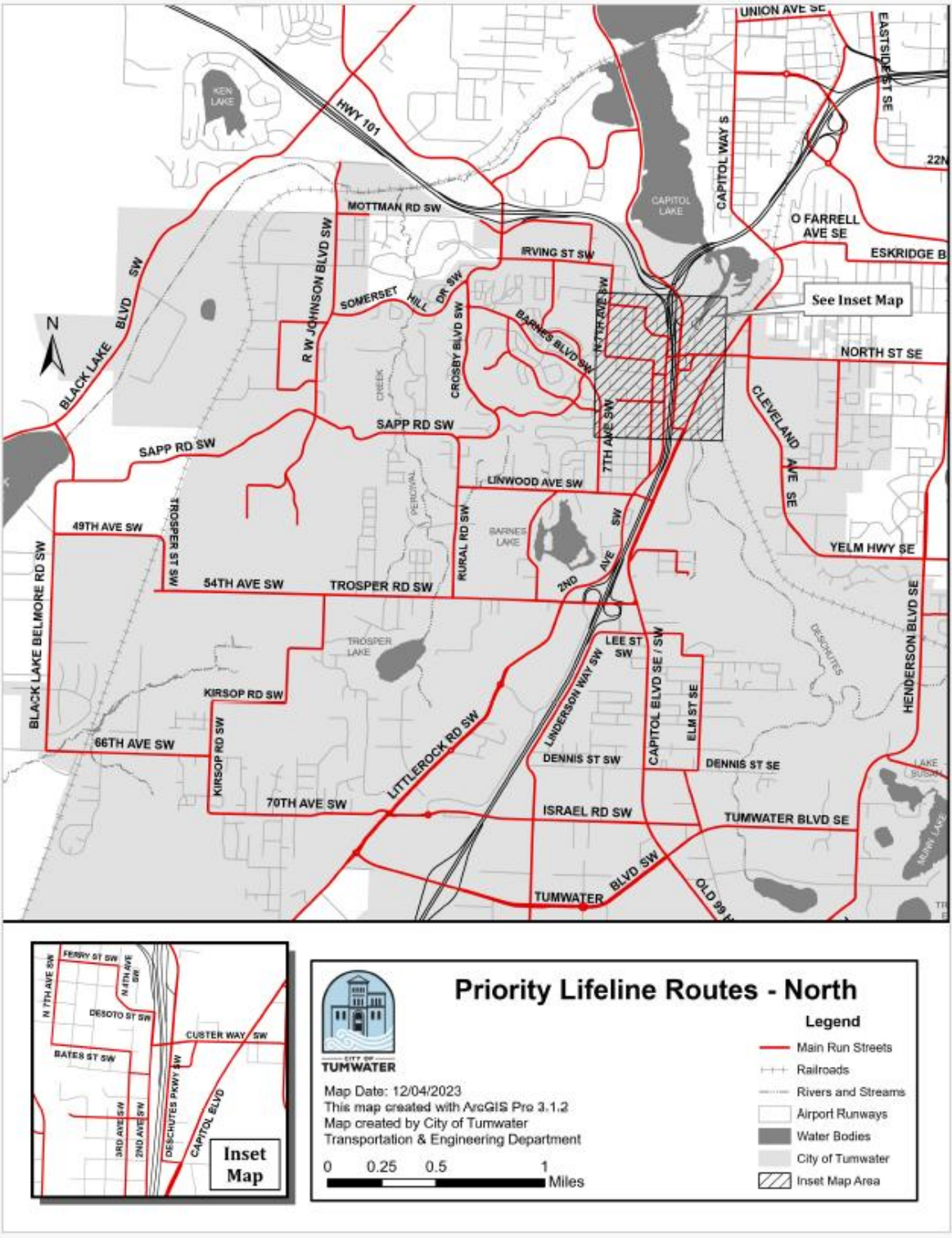
City of Tumwater | Comprehensive Emergency Management Plan

City of Tumwater: Full



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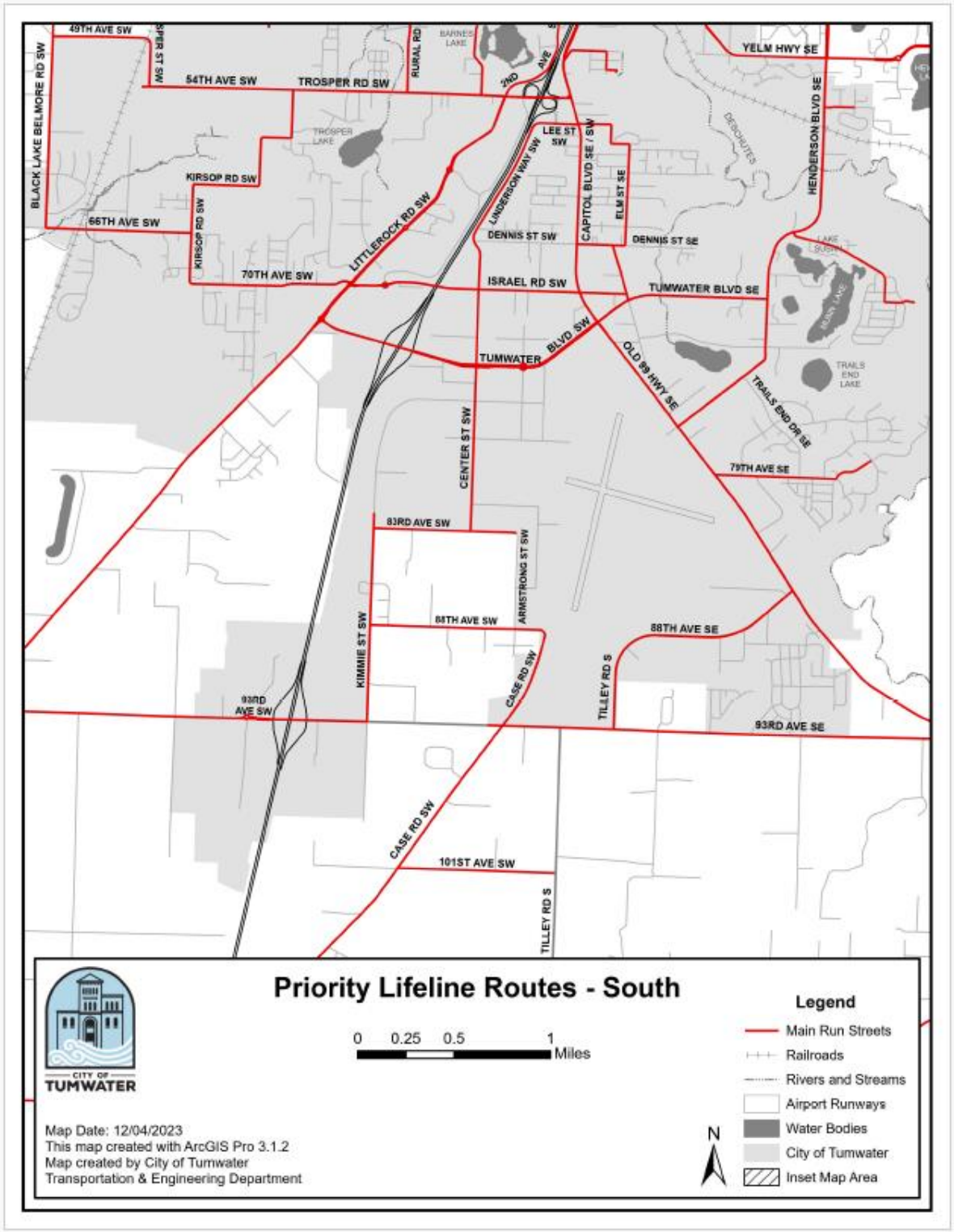
City of Tumwater: North End Map





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City of Tumwater: South End Map



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### Prevention and Mitigation

- Ensure deployed personnel are briefed on the known hazards and incident assignments.
- Provide information about hazards that may influence the siting of facilities and deployment of resources.

### *Preparedness*

- Develop and maintain department All Hazards Plans, procedures, and checklists in support of the City CEMP.
- Coordinate and maintain a method of identifying available transportation resources.

### *Response*

- Staff the City EOC for coordinating transportation-related activities.
- Coordinate the mobilization of personnel and equipment.

### *Recovery*

- Coordinate the reconstruction and repairs of the City transportation system, including the designation of alternate modal routes in coordination with public and private agencies.
- Conduct damage assessment of the City's transportation system and facilities.

### Responsibilities

#### *Transportation & Engineering Department (TED)*

- Coordinate all transportation resources in support of the incident.
- Coordinate with Thurston County Emergency Management in the case of an incident with multi-jurisdictional impact.
- Make maximum use of public and private transportation resource providers.
- Staff the Transportation sub-Unit within the Public Works Unit in the Operations Section as needed.
- Assign transportation resources.
- Arrange for emergency fuel and service.
- Keep records of incident related transportation expenses.
- Request additional transportation from the Thurston County EOC if local emergency transportation capabilities are exceeded.

#### *Water Resources & Sustainability Department*

- Assist, as available and upon request from TED, for transportation-related response priorities.

#### *Washington State Department of Transportation:*

- Provide support when state highways are impacted by the incident.

#### *Intercity Transit:*

- Upon request send a representative to the city EOC to assist the Transportation Coordinator.
- Provide available public transportation resources in support of emergency operations.

#### *Thurston County School Districts*

- Coordinate with the Transportation sub-Unit for the provision of District transportation assets.

#### *Thurston County Emergency Management*

- Coordinate transportation with other local emergency management programs through the Emergency Management Council.

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### Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

### References

Public Works All Hazards Plan  
Evacuation

## Engineering and Water Resources

### Introduction

#### *Purpose*

To ensure that emergency response efforts within public works are coordinated with franchise utilities and public power resources.

#### *Scope*

The coordination of all public works activities with the activities of private utility companies during an emergency. Including the prioritization and restoration of essential services and the acquiring of outside engineering resources as needed to support local operations.

### Policies

- The Public Works Unit will be the lead agency for coordination of the effective utilization of resources in the restoration of essential utilities. Prioritization of restoration will be determined cooperatively amongst the responding agencies.
- The City of Tumwater will provide public works services, including emergency debris clearance and demolition, to lands and facilities under City jurisdiction. Public Works services of any kind may be offered on a case-by-case basis to private property owners.

### Situation

#### *Emergency/Disaster Conditions and Hazards*

A major emergency or disaster may cause extensive damage to property and infrastructure. Structures may be destroyed or weakened, homes and public buildings may need to be demolished to ensure safety, flooding and/or debris may make streets and highways impassable, public utilities may be damaged or fully inoperable, and bridges may need timely inspection, repair, and/or limitations and closures imposed.

#### *Planning Assumptions*

1. Debris clearance and emergency road repairs will be given top priority to support immediate lifesaving emergency response activities. Access to disaster areas may be dependent upon re-opening of routes.
  - a. A Debris Management Plan has been developed by the Public Works Department.
  - b. Debris will be disposed of at previously identified sites whenever possible. Legal clearances may be needed for disposal of materials from debris clearance and demolition activities. Consult with Community Development and the City Attorney's Office as needed.
2. The City will use pre-work inspection guidance in the Applied Technology Council, ATC-20-1 field manual for post-earthquake safety evaluation of buildings. Personnel with the necessary engineering skills will be called upon to respond. This may require pulling in resources from outside of Public Works including private contractors.

## City of Tumwater | Comprehensive Emergency Management Plan

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3. Aftershocks may require re-evaluation of previously assessed structures and damages.

### Concept of Operations

#### General

1. The first priority of all public works and engineering efforts will be to assist public safety personnel in saving lives.
2. Public Works, utilizing available mutual aid resources to assist, is responsible for coordinating all incident related public works and engineering activities.
3. Public and private utilities operating in the City will coordinate the prioritization of restoration of essential services with the Public Works Unit at the City EOC. A Liaison Officer may be appointed to support this coordination when necessary.

#### Organization

A Public Works Unit may be established in the EOC to coordinate these activities.

#### Procedures

1. External Resources: Each utility maintains mutual aid agreements and other arrangements necessary to access external resources, including out-of-state services.
2. Coordination: Each utility will perform its own evaluation of systems operational constraints and prioritize the work that is necessary to restore service to critical areas. Coordination with Thurston County Emergency Management is essential. Coordination of work plans will be done through the EOC. Each utility will manage its resources from its own control center. A liaison may be assigned to the City EOC as needed.
3. In the absence of utility providers Public Works will:
  - a. Determine the extent of electrical outages and disruptions.
  - b. Determine the extent of natural gas disruptions.
  - c. Coordinate out of area private and public energy assistance.

#### Prevention and Mitigation

- Provide staff preparedness training that focuses on the office, home, and family for emergencies or disasters.
- Identify and mitigate the effects of hazards in the workplace to minimize damage, injury, and disruption following an event.
- Ensure that field personnel have proper protection and equipment available in advance of an event.

#### Preparedness

- Train agency staff in emergency procedures.
- Train licensed professional staff for Post-Earthquake Safety Analysis of Buildings (ATC-20 training).
- Use Municipal Research and Service Center (MRSC) Rosters for a database of architects, engineers, contractors, and equipment suppliers that can provide support during emergencies or disasters.
- Develop, maintain, and distribute a phone notification list and communications process for rapid contact of key division, department, and support agency personnel.
- Conduct periodic training and exercises and participate in City drills and exercises.

#### Response

- Conducting initial internal facility damage assessments and estimates and report damage estimates to the

## City of Tumwater | Comprehensive Emergency Management Plan

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### City EOC.

- Coordinate or conduct facility repair, debris removal, and other measures necessary to re-occupy facilities.
- Task personnel, as necessary, to accomplish support responsibilities.

### *Recovery*

- Continue with response and recovery activities until completed.

### Responsibilities

#### *Public Works*

- Prioritize a Public Works response that is consistent with the Incident Action Plan developed by the Command staff during the incident.
- Assist the Fire Department in light rescue by providing heavy equipment and other support as needed.
- Coordinate performance of emergency protective measures relating to City property and facilities.
- Provide for the inspection of City bridges and other public works facilities.
- Collect information regarding the condition of public works facilities. Forward that information to the Planning Section.
- Coordinate temporary and permanent repairs to City facilities and structures, including water service, streets and roads, and bridges.
- Perform, on contract, major recovery work to restore damaged public facilities.
- Provide traffic control signs and barricades for road closures and detours.
- Assist the Police Department in the development of alternate traffic routes around the hazard site.
- Coordinate City flood fighting activities.
- Provide all additional private sector engineering assistance needed via the City's on call consultant roster.
- Coordinate emergency equipment rental or replacement with the Logistics Section.
- Coordinate the clearance and disposal of residential and commercial solid waste and debris.

#### *Department of Parks and Recreation*

- Provide personnel, facilities, and equipment to the Department of Public Works according to existing internal plans and procedures.

#### *Community Development*

- Provide Engineering and Building inspection personnel and services as needed.

#### *Puget Sound Energy*

- Assess the impact of the emergency on public energy facilities.
- Report the status of energy distribution systems to the EOC.
- Coordinate with the EOC in the prioritization of restoration of damaged or disrupted energy facilities.

#### *Telecommunications Providers*

- Assess the impact of the emergency on telecommunication facilities.
- Report the status of telecommunications facilities and services to the EOC.
- Coordinate with the EOC in the prioritization of restoration of telecommunications services.

#### *Other Non-City Utilities Providers*

- Coordinate with the EOC in the prioritization and restoration of effected non-city utility services as needed.

## City of Tumwater | Comprehensive Emergency Management Plan

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### Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. At a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

### References

- Public Works All Hazards Plan.
- Debris Management Emergency Response Plan.

## Energy

### Introduction

#### *Purpose*

To provide for the effective utilization of available electric power, natural gas, and petroleum products to meet essential energy needs in the City of Tumwater during an emergency or disaster, and to provide for the restoration of energy utilities affected by the emergency or disaster.

#### *Scope*

Energy systems and utilities services damaged or interrupted by a disaster event. Includes assisting energy suppliers and utilities in the acquisition of equipment, specialized labor, and transportation to repair or restore energy systems as well as obtaining fuel for transportation, communications, emergency operations, and other critical facilities.

### Policies

The City of Tumwater priorities are protecting lives, public property including critical energy and utility systems, and the environment.

### Situation

#### *Emergency/Disaster Conditions and Hazards*

The transportation and use of a wide range of energy resources in the community poses a threat to life and the environment if those systems are damaged or inoperable. Disruptions to energy sources may occur. An initial disaster, like an earthquake, may result in numerous secondary events such as damaged power lines and relay stations or ruptured natural gas lines.

#### *Planning Assumptions*

- A disaster can sever or constrain supply to key energy and utility lifelines, including firefighting, transportation, communication, and others, needed for public health and safety.
- There may be widespread and/or prolonged electric power failure. Without electric power, communications may be affected, and traffic signals may not operate, which could lead to transportation gridlock.
- There may be extensive pipeline failure in gas utilities. These may take days, weeks, months, and even years to repair.
- There may be panic hoarding of fuel in areas with severed pipelines, or from neighboring jurisdictions where shortages have occurred.
- Natural gas lines may break and may erupt in fire.
- City departments may need to go on private property to evaluate and repair utilities that jeopardize public



## City of Tumwater | Comprehensive Emergency Management Plan

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and private property or threaten public health or the environment.

### Concept of Operations

#### General

1. The occurrence of a major disaster could destroy or disrupt all or a portion of the City's energy and utility systems.
  - a. The electrical power industry within Washington is organized into a network of public and private generation and distribution facilities that form the Northwest Power Pool. Through such networks, the electrical power industry has developed the capability to provide power under even the most extreme circumstances. All utilities, whether publicly or privately owned, will be expected to manage and operate their utility, providing emergency service repairs, and restoration based on their requirements and capabilities.
  - b. Major natural gas companies through common pipelines originating in other states distribute natural gas within Washington.
  - c. The Washington State Department of Transportation can access local petroleum suppliers and major oil companies to facilitate the delivery of adequate amounts of emergency petroleum fuel supplies and may be requested through local emergency management channels.
2. Each Utility has its own mutual aid agreements and contractor lists to facilitate repairs in a timely fashion.
3. Support resources may be requested for road clearance and debris removal or other government services.

#### Organization

The designated incident command agency will determine the appropriate response organization for handling an energy incident.

#### Procedures

1. To the maximum extent possible during a disaster, utility and energy systems will continue to provide services through their normal means.
2. Energy and utility resources will be used to meet immediate local needs. If shortages exist, requests to meet needs will be submitted through normal emergency management channels. Actions may be taken to curtail the use of energy or other utilities until normal levels of service can be restored or supplemented. These resources, when curtailed, will be used to meet immediate and essential emergency needs.
3. Energy and utility information will be furnished to emergency government officials at all levels to inform the public on proper use of services.
4. As needed or requested, energy and utility representatives will compile post-emergency damage assessment reports and transmit them to Emergency Management.
5. The Governor may direct any state or local governmental agency to implement programs relating to the consumption of energy, as deemed necessary to preserve and protect public health, safety, and general welfare, and to minimize to the fullest extent possible the injurious economic, social and environmental consequences of such energy supply alert. RCW 43.21G.040.

#### Prevention and Mitigation

- Train staff on the Incident Command System and basic EOC operations.

#### Preparedness

- Prepare and update contingency plans and supporting documents.
- Maintain credentials and contact with all responding government agencies, energy companies, and energy

## City of Tumwater | Comprehensive Emergency Management Plan

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associations.

- Maintain general data, information and knowledge regarding energy systems and system infrastructure locations, criticality, capabilities, operations, vulnerabilities, and ownership.
- Conduct or participate in energy emergency exercises.

### *Response*

- Liaison with applicable entities in the energy sector.
- Contact energy companies for situation reports to address:
  - Infrastructure damage.
  - Assessment of system and customer impacts.
  - Infrastructure repair requirements and restoration estimates.
  - Energy demand and supply estimates.
  - Need or potential need for state coordination or assistance.
  - Estimates of price or other market impacts.

### *Recovery*

- Continue all response efforts as necessary during any recovery period, including:
  - Maintain damage assessments and restoration profiles.
  - Provide restoration assistance to energy companies.
  - Coordinate with appropriate federal, state, and local agencies

### *Responsibilities*

#### *Puget Sound Energy*

- Identify and coordinate restoration priorities for electricity and natural gas.
- Liaison with EOC when requested.
- Provide timely and accurate information to end-users.
- Perform life safety and property preservation operations when indicated.
- Determine location, extent, and restoration of electricity supply and outages or disruptions.
- Determine status of shortages or supply disruptions for natural gas.
- Comply with energy allocations and curtailment programs as determined by the governor.
- Coordinate out-of-area private and public energy assistance.

#### *Fire Department: Emergency Management Division*

- Maintain a liaison with local utilities and the ability to communicate on a 24-hour basis.
- Coordinate assistance to support local utility and energy providers, as requested.

#### *Public Works: Fleet Services*

- Manage City fuel supplies and provide petroleum products for City Vehicles and generators.

#### *Other Utility Providers*

- Continue to operate in the tradition of self-help and inter-service mutual aid before calling for area, regional, or state assistance.
- Comply with the prevailing priority systems relating to curtailment of customer demands or loads, restoration of services, and provision of emergency services for other utilities and systems.

## City of Tumwater | Comprehensive Emergency Management Plan

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- In conjunction with the EOC operations, determine priorities among users if adequate utility supply is not available to meet all essential needs.
- Provide information necessary for compiling damage and operational capability reports.

### *Public Works*

- In the absence of utility providers, the Public Works will:
  - Determine the extent of electrical outages and disruptions.
  - Determine the extent of natural gas disruptions.
  - Coordinate out of area private and public energy assistance.

### *Resource Requirements*

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use for up to 14 days.

## **Debris Management**

Debris Management plan under development.

## **Water and Wastewater**

Refer to Water Resources and Sustainability Department policies and procedures related to Water and Wastewater Management.

## City of Tumwater | Comprehensive Emergency Management Plan

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### Appendices

#### Ordinances and Resolutions

This Appendix provides a single location for all city ordinances and resolutions that are relevant to the Comprehensive Emergency Management Plan.

## City of Tumwater | Comprehensive Emergency Management Plan

### ORDINANCE NO. O2010-020

**AN ORDINANCE** of the City Council of the City of Tumwater, Washington, amending Tumwater Municipal Code (TMC) Chapter 2.92, Emergency Disaster Services, pertaining to the City of Tumwater Disaster Plan, renaming the chapter to the Comprehensive Emergency Management Plan, and amending the plan as more particularly described herein.

**WHEREAS**, the "City of Tumwater Emergency Disaster Plan" was originally adopted February 20, 1990 by ordinance 1990-1221; and

**WHEREAS**, RCW 38.52.070 requires the City's emergency management organization and plan to be consistent with the State's plan and program; and

**WHEREAS**, the protection of public peace, health, safety and welfare requires the adoption of an all-hazard Comprehensive Emergency Management Plan, consistent with State law and contemporary practice; and

**WHEREAS**, the proposed Comprehensive Emergency Management all-hazard Plan has been developed to be consistent with current City organization and with both the Federal Response Plan and the State Comprehensive Emergency Management Plan, including the provisions of RCW 38.52 "Emergency Management";

**NOW, THEREFORE**, the City Council of the City of Tumwater, Washington does ordain as follows:

**Section 1.** Chapter 2.92 Emergency Disaster Services, of the Tumwater Municipal Code is hereby amended as follows:

#### **Chapter 2.92 EMERGENCY ~~DISASTER~~ MANAGEMENT SERVICES**

**2.92.010 ~~Emergency-disaster~~ Comprehensive Emergency Management ~~P~~plan adopted.**

**A.** The City of Tumwater hereby adopts the National Incident Management Plan including the Incident Command System (ICS) as the model for emergency management planning, response and recovery.

**B.** That certain document entitled "Tumwater Emergency Disaster Comprehensive Emergency Management Plan," three copies of which are on file in the finance department, is hereby adopted as the emergency disaster plan for the city. Said plan is adopted by reference as though fully set forth herein.  
(Ord. 1221, Added, 02/20/1990; Ord. 096-030, Amended, 10/15/1996)

**2.92.020 ~~Director of emergency services~~ Emergency Management—Position created.**

## City of Tumwater | Comprehensive Emergency Management Plan

The ~~office~~Office of the ~~D~~director of ~~emergency-services~~Emergency Management for the city is hereby created. The director shall be appointed by the ~~mayer~~Mayor, and shall serve at the pleasure of the ~~M~~mayor.  
(Ord. 1221, Added, 02/20/1990)

### **2.92.030 Duties of ~~D~~director of ~~emergency-services~~Emergency Managementservices.**

The duties and responsibilities of the ~~D~~director of ~~emergency-services~~Emergency Management shall include the following:

- A. To carry out the program for ~~emergency services~~management and to coordinate emergency efforts during the mitigation of, preparation for, response to, and recovery from a ~~disaster~~major event;
  - B. To direct and control all operational activities of ~~emergency services~~management of the city before, during and after a ~~disaster~~major event;
  - C. To notify the members of the ~~emergency-services advisory council~~Emergency Management Advisory Council of the status of a ~~disaster~~major event and request their presence if necessary in the Emergency Operations Center, located in City Hall/Tumwater Fire Department, 555-311 Israel Road, S.W., Tumwater, Washington, or at such other location as may hereafter be duly designated;
  - D. To develop and execute plans for utilization of resources before, during and after an ~~emergency~~disaster;
  - E. To assist the ~~M~~mayor in interpreting and requesting federal and state assistance whenever local resources become insufficient;
  - F. To serve as chairperson for the ~~emergency-services~~Emergency Management ~~advisory council~~Advisory Council;
  - G. To update the ~~emergency-disaster~~Comprehensive Emergency Management ~~plan~~Plan annually.
- (Ord. 1221, Added, 02/20/1990)

### **2.92.040 Emergency ~~s~~Managementservices ~~advisory~~Advisory Council ~~council~~Created.**

An ~~emergency-services advisory council~~Emergency Management Advisory Council is hereby created (hereafter referred to as Advisory Council ~~advisory council~~).  
(Ord. 1221, Added, 02/20/1990)

### **2.92.050 Membership of ~~Advisory Council~~ advisory council.**

The Advisory Council ~~advisory council~~ shall consist of each department director as further defined in Section 2.10.  
(Ord. 1221, Added, 02/20/1990; Ord. 096-030, Amended, 10/15/1996)

### **2.92.060 Duties of ~~Advisory Council~~ advisory council.**

The duties and responsibilities of each of the members of the advisory council shall include the following:

- A. To serve as a liaison to ~~emergency-services~~Emergency Management in order to coordinate the ~~emergency-disaster~~Comprehensive Emergency Management plan so that citizens of the city may benefit from a workable, useful plan;

## City of Tumwater | Comprehensive Emergency Management Plan

B. To report to the emergency operations center when so requested by the ~~director of emergency services~~ Director of Emergency Management in order to coordinate response activities;

C. To create an emergency management organization within his/her department to guide the employees of the city during a ~~disaster-major event~~ and to give said employees a clear understanding of the ~~emergency-disaster~~ Comprehensive Emergency Management Plan and its principles; and

D. To guide the emergency organization of his/her department in writing standard operating procedures (S.O.P.s) for disasters and/or include such ~~disaster-major event~~ procedures in the regular S.O.P.s of the department.  
(Ord. 1221, Added, 02/20/1990)

### **2.92.070 Responsibilities of Ceity Aadministrator.**

A. The Ceity Aadministrator shall direct and control the emergency ~~disaster management~~ activities of the city during each phase of a ~~disaster~~major event.

B. The ~~city~~ City Aadministrator shall serve as a member of the emergency ~~services advisory council~~ Advisory Council.

C. The Ceity Aadministrator shall appoint members of the administrative services department.  
(Ord. 1221, Added, 02/20/1990)

### **2.92.080 Emergency ~~services~~ Management appropriation.**

Appropriations will be made in the City budget to cover the expense of emergency management training, writing and maintaining the ~~Emergency Disaster~~ Comprehensive Emergency Management Plan, and for administration of the ~~Comprehensive Emergency Management Emergency Disaster~~ Plan. Such monies are to be approved for expenditures in the same manner as expenditures are now authorized by requisition against the City budget.  
(Ord. 1221, Added, 02/20/1990)

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

**Section 3. 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.

## City of Tumwater | Comprehensive Emergency Management Plan

**Section 4. Effective Date.** This ordinance shall become effective thirty (30) days after passage, approval and publication as provided by law.

ADOPTED this 7<sup>th</sup> day of September, 2010.

CITY OF TUMWATER

Pete Kmet  
Pete Kmet, Mayor

ATTEST:  
James Hendrickson  
James Hendrickson, City Clerk

APPROVED AS TO FORM:  
Karen Kirkpatrick  
Karen Kirkpatrick, City Attorney

Published: 09-10-2010

Effective Date: 10-10-2010

Ordinance No. O2010-020 – Page 4 of 4



## City of Tumwater | Comprehensive Emergency Management Plan

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### RESOLUTION NO. R2024-009

**A RESOLUTION** of the City Council of the City of Tumwater, Washington adopting the updated 2023 City of Tumwater Comprehensive Emergency Management Plan, pursuant to Tumwater Municipal Code (TMC) Chapter 2.92 and RCW 38.52.

**WHEREAS**, the City of Tumwater Emergency Disaster Plan was originally adopted February 20, 1990 by Ordinance No. 1221 and amended by Ordinance No. 096-030 on October 15, 1996 and renamed the City of Tumwater Comprehensive Emergency Plan; and

**WHEREAS**, RCW 38.52.070 requires the City's emergency management organization and plan to be updated regularly consistent with the State's plan and program; and

**WHEREAS**, the State reviewed the Tumwater Comprehensive Emergency Management Plan for consistency and compliance with the current City organization and with both the Federal Response Plan and the State Comprehensive Emergency Management Plan, including the provision of RCW 38.52 Emergency Management and acknowledged completion of the Plan review on February 8, 2024; and

**WHEREAS**, adoption of the updated 2023 Plan is in the best interests of the City and its residents and supports the public peace, health, safety and welfare;

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

**Section 1. Findings.** The City Council finds that the updated 2023 Tumwater Comprehensive Emergency Management Plan is consistent with and complies with RCW 38.52 and TMC 2.92 and adoption of the Plan is in the best interest of City residents in the protection of health, safety and welfare.

**Section 2. Adoption.** The updated 2023 Comprehensive Emergency Management Plan, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted by the City Council of the City of Tumwater.

**Section 3. Implementation.** The Fire Chief is hereby directed and authorized to carry out and implement the Comprehensive Emergency Management Plan. This includes establishing and amending rules and regulations for the implementation and enforcement of the Plan and updating the Plan to ensure consistency and compliance with federal, State and local laws and regulations enacted after Plan adoption.

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

**Section 4. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

## City of Tumwater | Comprehensive Emergency Management Plan

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**Section 5.** **Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this 16th day of April, 2024.

CITY OF TUMWATER

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Debbie Sullivan, Mayor

ATTEST:

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Melody Valiant, City Clerk

APPROVED AS TO FORM:

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Karen Kirkpatrick, City Attorney



**STATE OF WASHINGTON**  
**MILITARY DEPARTMENT**  
**EMERGENCY MANAGEMENT DIVISION**

*MS: TA-20; Building 20*  
*Camp Murray, Washington 98430-5122*  
*Phone: (253) 512-7000 ■ FAX: (253) 512-7200*  
*Website: <http://www.mil.wa.gov>*

February 8, 2024

Debbie Sullivan, Mayor  
City of Tumwater  
555 Israel Road, SW  
Tumwater, Washington 98501

Re: City of Tumwater Comprehensive Emergency Management Plan

Dear Mayor Sullivan:

Thank you for submitting the City of Tumwater's Comprehensive Emergency Management Plan (CEMP) for our review as required under Title 38.52.070 RCW. Congratulations on completing this significant accomplishment.

The enclosed documents provide a compilation of recommendations for your next planning and review cycle to meet the requirements of RCW 38.52 and WAC 118.30. Addressing the lawful requirements category will ensure your CEMP's continued consistency with the State CEMP and incorporate industry best practices. The Washington Emergency Management Division (EMD) looks forward to receiving the next iteration of the City of Tumwater's CEMP in five years.

To better incorporate the use of core capabilities while also making the CEMP a more operational document, CEMP development in Washington has changed significantly. If you would like additional information or assistance, please contact EMD's Planning Section at [emdcepreview@mil.wa.gov](mailto:emdcepreview@mil.wa.gov).

Sincerely,

A blue ink signature of Robert Ezelle, consisting of a stylized 'R' followed by a horizontal line.

Robert Ezelle  
Director

Enclosures (2)  
EMD CEMP Evaluation Checklist 2023 – City of Tumwater  
CEMP Review and Recommendations 2023 – City of Tumwater

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)			
Section Title	Tier III - Required	Tier II - Suggestions	Tier I - Optional
Basic Plan			
Introductory Documentation	88%	64%	0%
Purpose, Situation, & Assumptions	100%	100%	100%
Concept of Operations	100%	30%	48%
Direction, Control, & Coordination	100%	32%	47%
Organization	100%	50%	100%
Responsibilities	100%	42%	58%
Communications	100%		19%
Administration	100%		100%
Finance	100%	67%	100%
Logistics	100%	100%	100%
Development & Maintenance	100%	100%	24%
Annexes			
Population Protection	100%	79%	
ESF 4		89%	82%
ESF 5		85%	88%
ESF 6		73%	86%
ESF 8		100%	92%
ESF 9		38%	61%
ESF 10		67%	80%
ESF 13		60%	60%
ESF 15		83%	87%
Resource Management	100%	81%	
ESF 7		100%	90%
ESF 11		57%	19%
Critical Infrastructure	100%	79%	
ESF 1		60%	68%
ESF 2		71%	84%
ESF 3		100%	89%
ESF 12		100%	87%
TIER TOTALS*	99%	54%	64%

\*Each Tier Total is the sum of all elements that have been addressed across all sections in the column and displayed in a percentage  
Cells that are grayed out do not contain elements that are reviewed for that tier.

Five Fundamental Plan Review Criteria:		Rating:
<p><i><b>Rating System:</b></i></p> <p><b>1</b> = <b>Missing</b> All of the specified characteristics</p> <p><b>2</b> = <b>Minimally</b> addresses the specified characteristics</p> <p><b>3</b> = Addresses <b>Some</b> of the specified characteristics</p> <p><b>4</b> = Addresses <b>Most</b> of the specified characteristics</p> <p><b>5</b> = <b>Addresses All</b> of the specified characteristics</p>		4
ADEQUACY	A plan is adequate if:	4
	The scope and concept of planned operations identify and address critical tasks effectively;	4
	The plan can accomplish the assigned mission while complying with guidance;	4
	The plan's assumptions are valid, reasonable, and comply with guidance.	4
FEASIBILITY	A plan is feasible if:	4
	The organization can accomplish the assigned mission and critical tasks by using available resources within the time contemplated by the plan;	4
	The organization allocates available resources to tasks and tracks the resources by status;	4
	Available resources include internal assets and those available through mutual aid or through existing state, regional, or Federal assistance agreements.	5
	Specifically, the jurisdiction should complete a capability estimate that:	4
	Identifies the current status of resources arrayed to support the plan;	4
	Analyzes the required resources based on the courses of action in the plan;	4
ACCEPTABILITY	Identifies the most supportable courses of action and ways to reduce the impact of resource deficiencies.	4
	A plan is acceptable if:	4
	It meets the requirements driven by a threat or incident;	4
	It meets decision maker and public cost and time limitations;	4
	It is consistent with the law;	5
	It can be justified in terms of the cost of resources;	4
COMPLETENESS	Its scale is proportional to mission requirements.	4
	A plan is complete if it:	4
	Incorporates all tasks to be accomplished;	4
	Includes all required capabilities;	3
	Integrates the needs of the general population, children of all ages, individuals with disabilities and others with access and functional needs, immigrants, individuals with limited English proficiency, and diverse racial and ethnic populations;	4
	Provides a complete picture of the sequence and scope of the planned response operation;	3
	Makes time estimates for achieving objectives;	3
COMPLIANCE	Identifies success criteria and a desired end-state.	4
	The Plan should align with guidance and doctrine to the maximum extent possible because these provide a baseline that facilitates both planning and execution.	4



## Comprehensive Emergency Management Plan (CEMP) Review & Recommendations

### Jurisdiction: City of Tumwater

The recommendations provided below are separated into three tiers:

**Tier III – Lawful Requirements;** *Tier II – State Suggestions;* and Tier I – Optional

State consistency reviews will follow the recommendations identified in Tier III. Tier II identifies the next logical step in the planning process and should be considered guidance to assist with state-wide planning coordination; Tier II is not a requirement, but highly suggested to better prepare your jurisdiction. Tier I identifies entirely optional, accreditation-related elements and remains dependent on individual jurisdictions' preparedness goals, capabilities and resources; Tier I is not a requirement.

TIER III – Lawful Requirements		
CEMP Location	Recommendation to Meet Legal Obligations	Reference
Basic Plan – Approval Document	Ensure the approval document is signed by either the Emergency Management Director or the senior elected official.	Chapter 118-30, WA CEMP, CPG 101

TIER II – State Suggestions		
CEMP Location	Recommendation to Meet Legal Obligations	Reference
Basic Plan – Approval Document	Consider discussing authorities and decision-making policies in either your approval document or the delegation of authority if the senior or appointed officials were absent.  Also, consider adding a statement to your Approval Document that this current CEMP “Supersedes all Previous Plans”.	WA CEMP, CPG 101
Basic Plan – Record of Distribution	The Record of Distribution (usually a table consisting of each agency represented within the plan and the date a copy of the plan was delivered) is an important legal document of your CEMP. It also serves as documentation of your CEMP promulgation process, ensuring each agency identified in the plan was part of the planning process. Consider adding a column for the name	WA CEMP, CPG 101

<b>TIER II – State Suggestions</b>		
<b>CEMP Location</b>	<b>Recommendation to Meet Legal Obligations</b>	<b>Reference</b>
	and/or Title of the receiving person and the date of delivery.	
Basic Plan – Core Capabilities	While your Annexes show many of the core capabilities, the Basic Plan is meant to describe the relationships between these mission areas/planning efforts/etc. The State CEMP is currently moving in this direction with its own Plan which is the reasoning behind offering this recommendation and the previous one as a suggestion for future updates to your CEMP. [Refer to the Tier II – Suggestion Tab under Concept of Operations and Direction, Control and Coordination for more specific information. ]	The National Planning Frameworks, WA CEMP
Basic Plan - Organization	Describe the conflict resolution process that exists or would be used to resolve issues which present themselves amongst local departments.	WA CEMP, CPG 101
Basic Plan – Responsibilities	<p>There are many tasks and abilities that Departments/Agencies (at all levels of government), the private sector, community organizations, and individuals should be participating in and accomplishing based on the guidance offered by the National Planning Frameworks. The Responsibilities section is an opportunity to not only address what capabilities are, but what they should be. This section should also be considered a place to set expectations. For more information on stakeholder responsibilities, consult the CEMP Evaluation Checklist – Tier II Suggestions tab.</p> <p>Overall, this section was well-written, there were just a few pieces missing.</p>	The National Planning Frameworks, WA CEMP, CPG 101
Basic Plan - Finance	Consider briefly discussing the impact and role of insurance for recovering from the impacts of emergencies and/or disasters.	National Disaster Recovery Framework, WA CEMP

TIER II – State Suggestions		
CEMP Location	Recommendation to Meet Legal Obligations	Reference
Population Protection Annexes – Fire: Firefighting Assistance Agreements	The ESF 4 Annex made frequent references to Firefighting Agreements but did not detail how those agreements would be implemented (or the process to implement them). Please detail what these agreements entail and how they are implemented.	National Response Framework, WA CEMP, CPG 101
Population Protection Annexes – Emergency Management: Deactivation/Transition Process of EOC/ECC	Consider discussing the process for deactivation of the EOC/ECC and/or transitioning to recovery.	WA CEMP, CPG 101
Population Protection Annexes – Mass Care: Shelter Communications & Operations	Consider discussing more information regarding what communications are established and maintained for sheltering operations. Important areas to consider are what information collection and dissemination efforts will be conducted between the various stakeholders, such as between shelters and the media or shelters and evacuees. Another consideration to discuss is the process and procedures to address unaccompanied children, registered offenders, or household pets when they arrive at shelters. [Recommendation can be found on the CEMP Evaluation Checklist Tier II – Suggestions tab under ESF 6]	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
Population Protection Annexes – Search and Rescue	<p>Consider discussing the capabilities for aeronautical and wilderness Search and Rescue efforts. If these capabilities do not exist in your jurisdiction, consider noting neighboring jurisdiction through MOA/MOU or other formal request process that can assist.</p> <p>Consider discussing the following topics to completely round it out:</p> <ul style="list-style-type: none"> <li>• Methods for monitoring distress levels;</li> <li>• Tracking locations of distressed individuals;</li> <li>• The potential for evacuation.</li> </ul>	National Response Framework, WA CEMP, CPG 101



TIER II – State Suggestions		
CEMP Location	Recommendation to Meet Legal Obligations	Reference
Population Protection Annexes – Hazardous Materials	<p>Consider discussing the following:</p> <ul style="list-style-type: none"> <li>• Environmental cleanup</li> <li>• Implementing treatment options.</li> </ul> <p>Even if your jurisdiction does not participate in the process (i.e. Department of Ecology takes care of the waste), your CEMP should briefly describe/highlight who is participating in these activities and if any coordination is involved.</p>	National Mitigation Framework, National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
Population Protection Annexes – Police: Public Safety and Security	Consider discussing how coordination of situational information is shared with/from the EOC/ECC to create a Common Operating Picture.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
Population Protection Annexes – Public Information: Notices	Discuss how information pertaining to the potential impacts of secondary hazards is relayed to the public.	National Response Framework, National Disaster Recovery Framework, WA CEMP
Resource Management – Animal and Plant Diseases	Discuss how the jurisdictional will respond in the event of animal and plant disease. Additionally, consider the potential economic impact of devastating animal/zoonotic/plant diseases.	WA CEMP, CPG 101
Resource Management – Natural, Cultural, and Historical Resources	A commonly unaddressed area of planning involves the consideration of natural, cultural, and historic resources. Consider identifying how your jurisdiction will preserve, rehabilitate, recover, and restore these resources.	National Mitigation Framework, National Recovery Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
Critical Infrastructure – Transportation: Incident Management	Building off the described incident management measures implemented for roadways, consider describing what incident management practices will be implemented for those involving Aviation, Maritime, Pipelines, and Railroads. Even if your jurisdiction has no capabilities to perform	WA CEMP



<b>TIER II – State Suggestions</b>		
<b>CEMP Location</b>	<b>Recommendation to Meet Legal Obligations</b>	<b>Reference</b>
	either of these a discussion should still occur concerning who manages those specific incident types and how your jurisdiction assists or coordinates (e.g. provides traffic control in affected areas, provides specific transportation resources, etc.).	
Critical Infrastructure – Communications: Interoperable Communications Plan	Identify a communications plan which outlines how interoperable communications are established in your jurisdiction.	The National Planning Frameworks, WA CEMP, CPG 101
Critical Infrastructure – Communications: AFN Communication Systems	Identify existing communication systems that will be used to communicate with Access and Functional Needs populations. These systems might include: <ul style="list-style-type: none"> <li>• Text Telephone (TTY)</li> <li>• Telecommunication Device for the Deaf (TDD)</li> <li>• Telecommunications Relay Service (TRS)</li> <li>• Video Relay Service (VRS), etc.</li> </ul>	WA CEMP, CPG 101
Critical Infrastructure – Communications: – Frequencies	Considering adding a table in this ESF which identifies the various frequencies that response organizations operate on.	WA CEMP, CPG 101
Critical Infrastructure – Communications: – Alternate 9-1-1	Consider discussing alternative methods for essential communications if 9-1-1 or other dispatch centers are out of operation.	WA CEMP, CPG 101

<b>TIER I – <u>Optional</u></b>		
<b>CEMP Location</b>	<b>Recommendation to Meet Legal Obligations</b>	<b>Reference</b>
Basic Plan	Develop and/or reference a multi-year strategic plan complete with goals, objectives, milestones, and implementation methods.	EMAP 3.1.1
Basic Plan - Communications	There are a lot of elements to try and provide methods and processes regarding crisis communication, public information, and education.	EMAP 4.11.1 - 4.11.4
Basic Plan - Development and Maintenance	A training and exercise program contains numerous components. Accreditation is primarily concerned with the methods used to train, exercise, and track all this data.	EMAP 4.9 - 4.10

Additional Considerations	
CEMP Location	Recommendation
Overall CEMP	Your CEMP was very well written and will meet all of the legal requirements once it has been formally approved, adopted and signed by your City Council. As a reminder, do not forget to include a copy of the Promulgation Letter in the Introductory Section of the plan.
ESF 6: Mass Care - ARC	While it is fairly common to rely on the support and capabilities of the American Red Cross, your own capabilities should not be discounted. Consider investing in planning efforts focused on what the capabilities of the County and its Cities are capable of in comparison of those of the ARC. If a significant or widespread disaster were to occur, then the capabilities and resources of the ARC would be severely diminished and prove to be insufficient. Therefore, it is advised that you work closely with them to develop your own plans based on your capabilities which can be instituted in a worst-case scenario. At the very least (as the former is no small task), consider reviewing the ARC's procedural manuals so that you can describe how the ARC accomplishes certain capabilities. For example, examine what methodology the ARC uses in shelter site selection, qualification, and operations. This can be incorporated into your ESF 6 annex in the case that the ARC is not able to assist you immediately following a disaster or emergency.

TO: City Council  
 FROM: Michael Matlock, Community Development Director  
 DATE: April 16, 2024  
 SUBJECT: Service Provider Agreement extension with the Thurston EDC for Thurston Strong Phase II

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1) Recommended Action:

Approve and authorize the Mayor to sign a Service Provider Agreement extension with Thurston EDC for Thurston Strong Phase II.

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2) Background:

At the October 26, 2021 City Council worksession, \$350,000 of federal American Recovery Plan Act (ARPA) funds was allocated to support Thurston Strong Phase II. In the time since, Thurston Strong has deployed approximately \$10 Million in recovery assistance and continues to reinforce sectors most in-need of stabilization funding and technical assistance. City and EDC staff have identified several priority needs in Tumwater reflected in the scope of services, including \$205,000 for childcare operator grants and \$80,000 for startup training scholarships for eligible businesses and entrepreneurs. Overhead for accounting and audit control (\$15,000) is also included in the total amount. Consistent with the original Thurston Strong program, these resources focus on helping entrepreneurs, businesses, and organizations adversely impacted by the pandemic.

It has taken a little longer than originally anticipated to get the next round of childcare operating grants stood up. This makes it necessary to extend to term of the service provider agreement to December 31, 2025 to ensure adequate time to get these needed funds to this important service sector of the economy.

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3) Policy Support:

Economic Development Plan Goal #2 – Retain and support existing businesses

Economic Development Plan Goal #8 – Encourage economic development that strengthens the Tumwater community

Strategic Goal and Priorities – Work with partner organizations and jurisdictions to implement our goals to be a more inclusive community

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4) Alternatives:

- ☐ Modify the funding amount, vendor or pursue a different course of action.
- 

5) Fiscal Notes:

ARPA funds are available through 2025.

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6) Attachments:

- A. Thurston EDC Service Provider Agreement with Scope of Services.
- B. Thurston EDC Service Provider Agreement Extension.

**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**(THURSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL)**

THIS AGREEMENT is made and entered into in duplicate this 1st day of March, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and THURSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL, a Washington corporation, hereinafter referred to as the "SERVICE PROVIDER".

**WITNESSETH:**

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

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

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

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

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" Scope of Services attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than January 1, 2023, and shall be completed no later than December 31, 2023. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

SERVICE PROVIDER AGREEMENT – THURSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL -  
Page 1 of 12

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Three Hundred Thousand Dollars** (\$300,000.00) as provided in Exhibit A attached hereto.

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

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

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the

discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

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

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

#### 6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

#### 7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington

State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

#### 8. INSURANCE.

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

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

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

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

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



aggregate limit.

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

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

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

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

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

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

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be

entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. SUBRECIPIENT OF FEDERAL FUNDS.

A. The service provider is also a SUBRECIPIENT OF FEDERAL FUNDS. This service provider agreement is funded by the American Rescue Plan Act, State and Local Fiscal Recovery Funds (ARPA/SLFRF), CFDA 21.027. The Service Provider agrees to comply with all applicable requirements of federal awards as prescribed in 2 CFR 200 (Uniform Guidance) and additional guidance found in the ARPA Final Rule. The following information is required for subrecipients:

(1) Federal award identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier); **Thurston County Economic Development Council**

(ii) Subrecipient's unique entity identifier;

- (iii) Federal Award Identification Number (FAIN); **N/A**
- (iv) Federal Award Date (see the definition of *Federal award date* in § 200.1 of this part) of award to the recipient by the Federal agency; **March 3, 2021**
- (v) Subaward Period of Performance Start and End Date; **The date this contract is signed**
- (vi) Subaward Budget Period Start and End Date; **2022-2025**
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient; **\$300,000**
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation; **\$300,000**
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity; **\$300,000**
- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); **As described in the Scope of Services for this agreement, to increase economic development in Tumwater and Thurston County.**
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity; **Federal Awarding Agency: US Department of the Treasury; Pass through entity: City of Tumwater Washington. Contact: Troy Niemeyer, Finance Director, 555 Israel Rd SW Tumwater, WA 98501, (360)754-4135.**
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement; **the ALN is 21.027**
- (xiii) Identification of whether the award is R&D; and; **this is NOT R&D**
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414; **the maximum indirect cost rate allowed for ARPA is 10%.**

B. The SERVICE PROVIDER acknowledges and agrees to comply with the COMBINED Affidavit and Certification Form (Exhibit C) for Non-Collusion, Anti-Trust, Prevailing Wage, Debarment and Certification of Lawful Employment as a condition of receipt of federal financial assistance from the Department of the Treasury.

C. The SERVICE PROVIDER acknowledges and agrees to comply with Assurances of Compliance with Civil Rights Requirements (Exhibit D) for Title

VI of the Civil Rights Act of 1964 as a condition of receipt of federal financial assistance from the Department of the Treasury.

23. ENTIRE AGREEMENT.

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

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

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

DocuSigned by:

Debbie Sullivan, Mayor

DEBBIE SULLIVAN  
945DD615DF7D4C0...  
Mayor

SERVICE PROVIDER:

THURSTON ECONOMIC  
DEVELOPMENT COUNCIL  
4220 6<sup>TH</sup> Avenue SE  
Lacey, WA 98503  
Tax ID #: 91-11831169  
Phone Number: 360-754-6320



Signature (Notarized – see below)  
Printed Name: Michael Cade  
Title: Executive Director

ATTEST:

DocuSigned by:

Melody Valiant

Melody Valiant, City Clerk  
C727D66D755A4FB...

APPROVED AS TO FORM:

DocuSigned by:

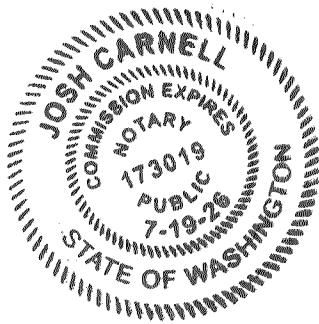
Karen Kirkpatrick

Karen Kirkpatrick, City Attorney  
9C2747F30AD6419...

Notary Required for Service Provider Only  
STATE OF WASHINGTON

COUNTY OF THURSTON

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



Dated: January 4<sup>th</sup>, 2023

A handwritten signature in cursive script, appearing to read "Josh Carnell", written over a horizontal line.

Notary Public in and for the State of Washington,  
My appointment expires: 7/19/26



## Thurston Strong Phase II

### Thurston EDC Proposal and Scope of Services

Proposal – the following is an outline of work and budget to put to work the ARPA funds via the City of Tumwater.

**Total funding request: \$300,000**

### Childcare Supportive Grants: \$205,000

To help childcare operators maintain optimal levels of service, and ensure they have the capacity and ability to provide continuous care and service, outreach and grants will be provided to those seeking financial assistance. These grants are intended to help fortify the network of care providers that enables our region's working families to have access to quality care that is affordable and attainable. Through Thurston Strong, the Child Care Action Council has been a partner in identifying gaps in both access and resources in our region's childcare system. This component will utilize that strong relationship with to ensure direct access to resources for Tumwater-based childcare providers.

### CB&I Consulting / Business Stand Up / WA Center for Women in Business (WCWB) - \$60,000

The EDC's Center for Business & Innovation (CB&I) operates the state's deepest and most robust innovation and business supportive network center. The CB&I manages and operates curriculum that enables entrepreneurs to start their business off on solid footing, provides a direct pathway towards funding and launch resources, and has developed a deep network of consultants to mentor, guide, and provide the one-on-one support that is essential for any business and entrepreneur. To recharge the region's economy, the following is proposed:

*\*The curriculum and cohort can be adjusted to ensure that each participant in a cohort has the most appropriate learning and launch environment.*

**Cohort A.** Eligible entrepreneurs include those from any of the following categories:

- 1) Those seeking to launch brewing and or distilling businesses.
- 2) Black, Indigenous, and People of Color (BIPOC).
- 3) Veterans.

\$750 per participant

**Cohort B.** students that have utilized the SPSCC curriculum for craft brewing and or craft distilling.

\$1,500 per participant

Participants in cohort B, after completion, would also have access to the SPSCC foundation start up grants for entrepreneurs.

***Additional CBI Consulting Services Available for Tumwater Businesses and Prospective Entrepreneurs.***

**CB&I Consulting: (numbers served depends upon the depth of one-on-one assistance required) - \$30,000 (Amount inclusive of the amount identified above, \$60,000)**

CB&I Consulting is a program wherein the entrepreneur is matched with a professional technical advisor with the stated intent of launching their business plan, create a marketing plan, and/or financial projections necessary to launch with a high degree of success. CB&I Consulting connects business owners directly with consultants for direct technical assistance. Consultants complete projects or provide consultations to businesses.

**WCWB, Quick Startup: \$20,000**

Quick Startup is an online incubator brought to you by the Washington Center for Women in Business that provides approved participants a scholarship that includes startup training and an online store in an online marketplace for one year with a marketing package. All cohort participants will have access to this innovative program that has launched over 75 new businesses in this past year. The QuickStartUp program will also organize and host a launch event that will showcase and highlight products from the cohort participant productions.

**Overhead for accounting and audit control: \$15,000**

**Curriculum outline for cohort A and cohort B.**  
**Tumwater Business Startup Training Proposal**

The Thurston EDC Center for Business & Innovation will provide a customized business startup training program to assist and support graduates in starting and operating successful businesses. These customized trainings will support Tumwater's Craft Brewing and Distilling District (and the goals of the SPSCC Craft Brewing and Distilling Program), as well as provide support for BIPOC and veteran entrepreneurs. The Business Startup Training would consist of a combination of an instructor lead webinar training series, online business startup course, one-on-one business advising sessions, weekly study halls, access to business plan writing software, participation in a business launch event, and access to apply for an SPSCC Growth and Innovation Startup Grant.

Accepted participants would begin with a five-week instructor lead webinar series paired with access to online business startup courses and business plan writing software.

Training Curriculum Overview:

**Week 1- Structuring and Licensing your Startup**

1.5 hour class time-Webinar Lecture-Sean Moore

Access to Business Enterprise Startup Training (BEST) Online Course Structuring and Licensing your Startup

Weekly Study Hall Session

Topics: Selecting a legal structure, structure formation process in Washington State, Obtaining an Employer Identification Number, Obtaining State and City of Tumwater Business Licenses, Additional Licensing, Business Insurance

**Week 2- Location**

1.5 hour class time-Webinar Lecture-Sean Moore

Weekly Study Hall Session

Access to Location Checklist and Site Selection Tool

Topics: Choosing the right location, Physical Location Scouting, City of Tumwater Zoning, Signage, and Fire Prevention Requirements, Leases, Alternative Physical Locations, Online locations, Multi-Channel Selling

**Week 3- Branding and Marketing your Startup**

1.5 hour class time-Webinar Lecture-Sean Moore

Access to BEST Online Course Branding and Marketing for Startups

Weekly Study Hall Session

Topics: Brand Mission, Brand Guide, Logos, Market Segments, Target Market, Marketing Tool Selection, Websites, Google Business Profile, Integrated Marketing Communication, Customer Service, Customer Reviews

#### **Week 4-Finance and Accounting for Startups**

1.5 hour class time-Webinar Lecture-Sean Moore

Access to BEST Online Course Accounting and Finance for Startups

Weekly Study Hall Session

Topics: Business Bank Accounts, Accounting Systems, Chart of Accounts, Financial Statements, Taxes, Funding your Startup

#### **Week 5-Business Plan Writing**

1.5 hour class time-Webinar Lecture-Sean Moore

Access to BEST Online Course Business Plan Writing for Startups

6 month access to the business plan writing software Live Plan

Weekly Study Hall Session

Topics: Business Plan Benefits, Live Plan, Business Plan Outline, Business Plan Chapter Systems, Market Research, Financial Projections, Lean Business Plans, Pitch Decks

Participants will receive access to weekly virtual study hall sessions to ask specific questions related to their startup. This access would continue for one year. They will also receive access to one-on-one coaching sessions, pitch coaching, and business plan review.

Upon completion of the training series, attendees will participate in a business launch party for friends, family, SPSCC staff, City of Tumwater Staff, investors, and other stakeholders.

Once participants have completed a business plan they would be eligible to apply for the SPSCC Growth and Innovation Fund Startup Grant in the amount of \$3,000.

The Thurston EDC Center for Business & Innovation would maintain relationships with graduates and encourage them, when ready, to participate in various growth support programs offered through and in partnership with the EDC. These include ongoing no-cost business advising, ScaleUp Training Program, government procurement and contract advising with the Washington Procurement Technical Assistance Center and Th!NK Investment Network. Participants will also be encouraged to connect with the EDC's Agriculture support programs including the Southwest Regional Agriculture Park to seek local sourcing for their products.

**Chapter 3.46**  
**CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS**

Sections:

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

**3.46.010 Definitions.**

For the purpose of this chapter:

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

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

**3.46.020 Nondiscrimination in benefits.**

- A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.
- B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

## Exhibit B

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

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

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

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

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

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

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

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

### 3.46.030 Limitations.

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

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

## Exhibit B

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

**3.46.040 Powers and duties of the city administrator.**

The city administrator shall have the power to:

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

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

**3.46.050 Appeals.**

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

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

**3.46.060 Effective date.**

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

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

**COMBINED AFFIDAVIT AND CERTIFICATION FORM**

Non-Collusion, Anti-Trust, Prevailing Wage,  
Debarment and Certification of Lawful Employment

**NON-COLLUSION AFFIDAVIT**

Being first duly sworn, the undersigned deposes and says, that they are the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other Bidder on the foregoing work equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not in any manner sought by collusion to secure to themselves or to any other person any advantage over other Bidder or Bidders; and

**CERTIFICATION REGARDING ASSIGNMENT OF  
ANTI-TRUST CLAIMS TO PURCHASER**

Vendor and purchaser recognize that in actual economic practice, overcharges resulting from anti-trust violations are, in fact, usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges resulting from anti-trust violations commencing after the date of the bid, quotation, or other event establishing the price under this order or contract. In addition, vendor warrants and represents that each of his suppliers and subcontractors shall assign any and all such claims to purchaser, subject to the aforementioned exception; and

**DEBARMENT AFFIDAVIT**

I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal or state funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.



**Attachment E**

(Page 2 of 2)

**CERTIFICATION OF LAWFUL EMPLOYMENT**

The bidder hereby certifies that it has complied with all provisions of the Immigration and Nationality Act, now or as herein after amended, 8 USC Section 1101 et. seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Tumwater.

FOR: Non-Collusion Affidavit, Assignment of Anti-Trust Claims to Purchaser, Minimum Wage Affidavit, Debarment Affidavit and Certification of Lawful Employment.

**Service Provider Agreement – Thurston County Economic Development Council**

Thurston EDC

Name of Service Provider

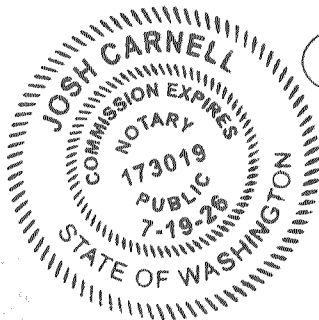
[Signature]

Signature of Authorized Representative of Service Provider

Michael Cross

Type/Print Name

Subscribed and sworn to before me this 4 day of January, ~~2021~~ <sup>2023</sup>



[Signature]

Josh Carnell

Type/Print Name

Notary Public in and for the State of Washington

My commission expires: 7/19/26

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271

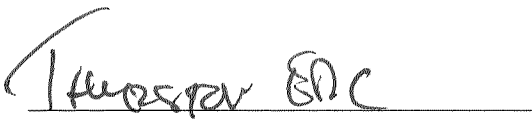
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.



Recipient



Date



Signature of Authorized Official

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2023

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>Nicholson &amp; Associates Ins LLC</b> <b>1802 Black Lake Blvd SW #301</b> <b>Olympia, WA 98512</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Nikole Keka</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> (360)352-8444</td> <td><b>FAX (A/C, No):</b> (360)943-9712</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> nikole@nichinsure.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td colspan="2"><b>INSURER A:</b> Philadelphia Indemnity Ins Co</td> </tr> <tr> <td colspan="2"><b>INSURER B:</b> Twin City Fire Ins Co</td> </tr> <tr> <td colspan="2"><b>INSURER C:</b></td> </tr> <tr> <td colspan="2"><b>INSURER D:</b></td> </tr> <tr> <td colspan="2"><b>INSURER E:</b></td> </tr> <tr> <td colspan="2"><b>INSURER F:</b></td> </tr> </table>	<b>CONTACT NAME:</b> Nikole Keka		<b>PHONE (A/C, No, Ext):</b> (360)352-8444	<b>FAX (A/C, No):</b> (360)943-9712	<b>E-MAIL ADDRESS:</b> nikole@nichinsure.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Philadelphia Indemnity Ins Co		<b>INSURER B:</b> Twin City Fire Ins Co		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>																					
<b>INSURED</b>  <b>Thurston EDC/CB&amp;I</b> <b>4220 - 6th Ave SE</b> <b>Lacey, WA 98503</b>																					

## COVERAGES

CERTIFICATE NUMBER: 00003581-976792

REVISION NUMBER: 27

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROF \$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2488060	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK2488060	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		PHUB840526	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	PHPK2488060	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER <b>STOP GAP</b> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$
B	Fidelity Liability	Y		52KM0369281 23	01/25/2023	01/25/2024	2,000,000
A	Professional Liab	Y		PHPK2488060	01/01/2023	01/01/2024	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Tumwater is hereby named as Additional Insured with respects to the named insured operation.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Tumwater</b> <b>555 Israel Rd. SE</b> <b>Tumwater, WA 98501</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Dawn Nicole Keka</i></p> <p style="text-align: right;">(NNK)</p>
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## Attachment B

**FIRST AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
THURSTON STRONG PHASE II SERVICES**

This First Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and THURSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL, a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 1, 2023, whereby the SERVICE PROVIDER agreed to provide Thurston Strong Phase II services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2025.

\*\*\* Signatures on Following Page \*\*\*

#### 4. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER

555 Israel Road SW

Tumwater, WA 98501

SERVICE PROVIDER:

Thurston Economic

Development Council

4220 6<sup>th</sup> Avenue SE

Lacey, WA 98503

Tax ID: 91-11831169

Debbie Sullivan

Mayor

Signature (Notarized – see below)

Michael Cade

Executive Director

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington )

) SS

County of \_\_\_\_\_)

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Notary Public in and for the State of Washington

My appointment expires \_\_\_\_\_