



CITY OF  
**TUMWATER**

**BUDGET & FINANCE COMMITTEE  
MEETING AGENDA**

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

**Friday, July 25, 2025  
12:00 PM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Budget & Finance Committee, June 13, 2025 - Special
- [4.](#) Year-to-date budget update (Finance Department)
- [5.](#) Contract Usage Agreement with Department of Enterprise Services for Goods/Services (Finance Department)
- [6.](#) Ordinance O2025-012 Creating a Communications Department (Executive Department)
7. Additional Items
8. Adjourn

**Meeting Information**

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

**Watch Online**

<https://us02web.zoom.us/j/81703402104?pwd=SNjkt7GsDnn4P2yUdEkhp5pc5y6cYo.1>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 817 0340 2104 and Passcode 101224.

**Public Comment**

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

**Post Meeting**

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

**Accommodations**

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and



benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email [ADACoordinator@ci.tumwater.wa.us](mailto:ADACoordinator@ci.tumwater.wa.us). For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.



**TUMWATER BUDGET & FINANCE COMMITTEE  
MINUTES OF VIRTUAL SPECIAL MEETING  
JUNE 13, 2025 Page 1**

**CONVENE:** 3:00 p.m.

**PRESENT:** Chair/Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, and Eileen Swarthout.

Staff: Assistant City Administrator Kelly Adams, Finance Director Troy Niemeyer, Senior Accountant Nissa Musselman and Executive Assistant Brittaney McClanahan.

**APPROVAL OF  
MINUTES:  
BUDGET &  
FINANCE  
COMMITTEE,  
MAY 23, 2025:**

**MOTION:** **Councilmember Althausen moved, seconded by Councilmember Swarthout, to approve the minutes of May 23, 2025 as presented. A voice vote approved the motion.**

**2025  
COMMUNITY  
HUMAN  
SERVICES  
PROGRAM  
INTERVIEWS:**

Assistant McClanahan described the interview process for applicants for 2025 Community Human Services Program funding. The program was established to provide funding to organizations providing human services to Tumwater residents.

**TUMWATER  
EDUCATION  
FOUNDATION:**

**Justine Capra, Secretary, Tumwater Education Foundation,** described the purpose of the Principals' Emergency Fund. The Foundation offers programs to students and staff within the Tumwater School District. In 2016, the Foundation expanded to include the Principals' Emergency Fund to assist in removing common barriers for students to maximize their full potential. The next fundraising breakfast is scheduled on September 15, 2025 followed by another breakfast in October 2025. Funds raised are distributed equally to all schools in the Tumwater School District. Funds are distributed through the Principals' Emergency Fund to provide basic emergent needs such as clothing, utility assistance, medical care, food, shelter, and other barriers that could restrict students from maximizing their full potential. Ms. Capra reviewed statistics on how funds were used last year.

Councilmember Swarthout recused from voting on the application as she serves on the Board of Directors for the Foundation.

**SAFEPLACE:** **Ryan Cole, Development Director, SafePlace,** reported SafePlace is based in Olympia serving survivors of sexual and domestic violence in Thurston County. SafePlace operates Thurston County's only shelter for survivors of domestic



**TUMWATER BUDGET & FINANCE COMMITTEE**  
**MINUTES OF VIRTUAL SPECIAL MEETING**  
**JUNE 13, 2025 Page 2**

violence (DV). The Community Services team provides weekly drop-in advocacy, legal advocacy, and a DV support group. In addition to those programs, SafePlace offers a Housing Program to help survivors quickly find safe and stable housing; a 24/7 Sexual Assault (SA) Program offering emergency hospital call assistance and a SA support group; and a Youth and Prevention team that works in schools (K-12) to teach youth about healthy boundaries, consent, and to become peer-advocates among their friends and peer groups. Any funding amount from the City will be dedicated to client assistance using gift cards to meet different needs, such as transportation, school supplies, food, clothing, and other needs. SafePlace also serves Tumwater residents in need of support.

**BIG BROTHERS  
 BIG SISTERS OF  
 SOUTHWEST  
 WASHINGTON:**

**Keith Ann Campbell, Executive Director, Big Brothers Big Sisters of Southwest Washington**, said the mission of Big Brothers Big Sisters of Southwest Washington (BBBS) is to create and support one-to-one mentoring relationships that ignite the power and promise of youth to achieve their full potential. The organization serves five counties to include Thurston County. The organization seeks to change the lives of children facing adversity and operates in rural and urban communities. Children are paired with screened and trained volunteer adult mentors in the community who play an important role in the child's life by providing educational support, helping develop social skills, and fostering a friendship that will help them achieve early success and prevent negative behaviors. Funds are used to support the salaries and expenses of background checks and training of volunteers. The area is experiencing a mental health crisis as well as a funding crisis. Funding received by BBBS for the last 10 years from the state was eliminated this year. BBBS has served the Tumwater community for several years working with children at Peter G. Schmidt Elementary School. BBBS plans to expand services to Bush Middle School in fall 2025 to address the growing problems of substance abuse and fighting. Tumwater funds would support Tumwater youth and programs in Tumwater.

Ms. Campbell addressed questions concerning the relationship between BBBS and Tumwater HOPES. During the pandemic, the partnership between the two organizations declined. Recent contacts between the organizations reactivated the partnership to expand services to Bush Middle School. Tumwater Hopes provided funding of \$12,000.

**CIELO (CENTRO  
 INTEGRAL  
 EDUCATIVO  
 LATINO DE  
 OLYMPIA:**

**Karlah Ramirez-Tanori, Executive Director, CIELO**, reported CIELO supports critical, direct services for low income and underserved residents of Tumwater. CIELO is a community-based nonprofit established in 1996, dedicated to providing free and accessible education, advocacy, and basic needs support to individuals and families in the South Sound region. Services are available to everyone. CIELO welcomes all individuals seeking support regardless of background, language, income, or immigration status. CIELO—ensures no one falls through the cracks due to barriers in accessing traditional systems. CIELO serves a broad and diverse community and focuses on outreach to residents who are often left out of mainstream services due to language access,



**TUMWATER BUDGET & FINANCE COMMITTEE**  
**MINUTES OF VIRTUAL SPECIAL MEETING**  
**JUNE 13, 2025 Page 3**

documentation challenges, or systemic gaps in care. Many Tumwater families are experiencing housing insecurity, underemployment, or are navigating essential systems without English fluency. Through bilingual case management, interpretation services, housing referrals, and emergency assistance (including rental and utility support), CIELO helps stabilize families and connect them to long-term resources that promote self-sufficiency and dignity.

Ms. Ramirez-Tanori responded to questions and reassured members that any amount of funding provided by the City would help support services to include providing utility bill assistance for electricity, gas, and trash services.

**GARDEN-RAISED  
BOUNTY (GRUB):**

**Savannah Dresbach, Garden Project Manager, GRUB**, reported the mission of GRUB is healthy food, healthy people, and healthy community. The Garden Project is a program offering free food gardens for low-income residents in the community. Each spring, GRUB builds up to 40 backyard gardens with many located in Tumwater. GRUB also provides other programs focused on food sovereignty. Last spring, GRUB constructed one garden in Tumwater for an elderly resident. The cost of each garden is approximately \$500 covering supplies, gas, labor, and administrative overhead. Free seeds and plant starts are provided to gardeners. Community volunteers assist in building gardens in conjunction with gardeners. Gardeners and the public are able to attend monthly gardening workshops on composting, pollinators, and native plants, etc.

**TOGETHER!**

**Diana Perez and Courtney Prothero, Interim Co-Directors for Community Schools Program and Community Schools Managers**, presented information on the services provided by TOGETHER!

The Tumwater Community Schools Program addresses the opportunity gap between low-income students and their higher-income peers by removing barriers to learning. The mission is to transform a school into a place where educators, community organizations, families, and students can work together to strengthen conditions for student learning and healthy development. The systematic approach leverages community resources and provides wraparound support for K-12 students and their families. The result of those efforts contribute to improving attendance and graduation rates among vulnerable, high-risk student populations as well as improving food and housing security to help Tumwater School District youth and families thrive in the community. The program has existed in Tumwater for over ten years. Over the last ten years, the needs of the community have changed and grown requiring changes in the program to accommodate those needs. The program provides one-on-one case management to address barriers to stability and meeting needs for success. Within the schools, school resource centers provide hygiene and dental supplies, clothes and shoes, school supplies and other items students and families struggle to obtain in their community. The program provides translation and interpretative support for students, families, and school officials. The goal is to increase inclusivity and engagement and close any gaps that may exist.



**TUMWATER BUDGET & FINANCE COMMITTEE**  
**MINUTES OF VIRTUAL SPECIAL MEETING**  
**JUNE 13, 2025 Page 4**

TOGETHER partners with other community partners to help focus on filling the gaps to services and resources. In 2023/2024 the organization served over 260 students and families. The annual golf tournament raised \$20,000 with over \$100,000 distributed in client assistance.

**FAMILY  
SUPPORT  
SERVICES OF  
SOUTH SOUND:**

**Maija Glasier Lawson, Family Support Services of South Sound**, reported Family Support Center of South Sound was founded in 1992 to provide families with children and survivors of domestic violence/sexual assault with coordinated supportive services to accomplish the updated mission of “Working Together to Strengthen All Families and Survivors.” Family Support Center of South Sound (FSC) operates as a ‘one stop shop’, co-locating with multiple government and nonprofit organizations in a single location thereby reducing the number of places a family or survivor in crisis must go to for services, resources, and support. Annually, the organization serves approximately 5,500 individuals across the different programs. Primary programs include Coordinated Entry, Homeless Family Services, Family Shelter Program, Family Resource Services, Family Justice Center, Parent and Child Education, and Pathways.

The Family Resource Services (FRS) program is the organization’s oldest program, and is intended to support any family with any kind of need, regardless of income, barriers, household size, etc. The program is ‘first come, first served’ and follows a low barrier approach aimed at offering the support and/or reasonable accommodations necessary to screen families in rather than out. Most often, families in the FRS program seek support to address a housing-related crisis, such as past-due rent, late utility payments, housing search assistance, or application fee payment. Family Resource Services Navigators provide individualized support, including homeless prevention and problem-solving conversations, rental assistance, connecting families to community resources, employment support, assistance applying for mainstream benefits, gas cards, childcare access, parent education, domestic violence advocacy, flexible financial assistance, and other supportive services. From January to November 2024, Washington experienced the highest number of evictions with Thurston County one of nine counties breaking eviction records. Ms. Lawson shared some statistics from the Tumwater School District for the 2024.2025 school year. Approximately 2,300 students were considered low-income and 173 of those students experienced homelessness. The FRS Program is to ensure those students do not become homeless. The program supported approximately 58 Tumwater families (174 parents and children). The funding proposal of \$3,000 would fund approximately 100 hours of Navigator support.

**COMMITTEE  
DISCUSSION:**

Director Niemeyer reported the combined funding requests total \$37,000 with a budget availability of \$15,000. Staff prepared an option of funding each applicant equally at \$2,143. Alternatively, the committee could deliberate on individual funding amounts.



**TUMWATER BUDGET & FINANCE COMMITTEE**  
**MINUTES OF VIRTUAL SPECIAL MEETING**  
**JUNE 13, 2025 Page 5**

Members discussed the timing of the City's receipt of Community Development Block Grant (CDBG) funding. Staff affirmed the next round of CDBG funding for the City is in 2026. Members discussed the amount of CDBG funds each organization received from either the City or other jurisdictions.

Last year, the committee recommended funding weighted amounts for applicants. Members discussed the potential of an applicant unable to complete a project because of a smaller award. It was noted that none of the applicants indicated any impacts to programs/projects if funding awards were less than the requested amount.

The committee reviewed a spreadsheet of funding amounts requested by each applicant. Following additional discussion, the committee recommended allocating the budget of \$15,000 equally among all applicants:

- Big Brothers/Big Sisters of Southwest Washington \$2143
  - CIELO (Centro Integral Educativo Latino de Olympia) \$2143
  - Family Support Services of South Sound \$2143
  - Garden-Raised Bounty \$2143
  - SafePlace \$2143
  - TOGETHER! \$2143
  - Tumwater Education Foundation \$2143
- Total \$15,001**

**YEAR-TO-DATE  
BUDGET  
UPDATE:**

Director Niemeyer focused the update on sales tax and other revenue sources. Following the first quarter of 2025, the City's sales tax revenue was 2.77% above the budget forecast for sales tax. May sales tax revenue totaled \$782,965 reflecting an increase over April sales tax; however, based on 2024 sales tax revenue, the amount is lower by nearly \$64,000. Year-to-date on a month-to-month basis, sales tax revenue has reduced by \$40,000 or nearly 5% over 2024 sales tax revenue. The 2025 budgeted amount for sales tax is \$11,010,527. Year-to-date collections totaled \$3,948,398 reflecting a loss of 5.8% or \$638,000.

Councilmember Swarthout inquired about the possibility of identifying the sources of retail sales tax to identify whether the reductions can be attributed to tariffs, reduced purchasing activity, or other reasons. Director Niemeyer said the data is not identified by source. It is also important to protect the confidentiality of individual taxpayer data. However, staff can aggregate the data to provide more detail.

Mayor Sullivan noted that the City also receives a considerable amount of sales tax from new construction. More details identifying the different sources of retail, construction, and larger retail sales tax would be helpful.



**TUMWATER BUDGET & FINANCE COMMITTEE  
MINUTES OF VIRTUAL SPECIAL MEETING  
JUNE 13, 2025 Page 6**

Director Niemeyer noted that staff is monitoring sales tax closely and if the trend continues, it could account for a revenue shortfall at the end of the year of approximately \$1 million to \$1.5 million.

The new Proposition 1 Public Safety sales tax was not collected until April with the City receiving revenue in April and May. Year-to-date collection is \$434.726 or 6.25% more than the budgeted amount.

The collection of Business & Occupation tax was strong during the first four months of the year. Year-to-date, collection is 7.5% more than budgeted.

Utility tax collections are in the positive. Building permits reflect a 91% collection of expected building permit revenue. Medic One revenue is behind because of the billing process. Several sustainability grants were received before scheduled. Miscellaneous taxes are comprised of several state-shared revenue sources reflecting a slight reduction (liquor tax, marijuana tax, motor vehicle excise tax, etc.). Parks and Recreation revenue is less but the summer season should result in an increase in revenue.

Overall, for general fund revenue, year-to-date reflect collections of 44% which exceeds the budget of 41% for year-to-date despite the loss in sales tax revenue.

Director Niemeyer reviewed expenditures. All general fund department expenditures are less than budgeted. If the trend continues, it will help offset any revenue shortfall the City might encounter.

Director Niemeyer reviewed the status of the Enterprise Funds for utilities and the golf course.

**ADJOURNMENT: With there being no further business, Chair Sullivan adjourned the meeting at 4:28 p.m.**

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



TO: Budget and Finance Committee  
FROM: Troy Niemeyer, Finance Director  
DATE: July 25, 2025  
SUBJECT: Year-to-date budget update

---

1) Recommended Action:

This item is informational only.

---

2) Background:

Staff will provide regular budget-to-actual reports.

---

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

---

4) Alternatives:

☐ n/a

---

5) Fiscal Notes:

n/a

---

6) Attachments:

A. none



TO: Budget and Finance Committee  
FROM: Troy Niemeyer, Finance Director  
DATE: July 25, 2025  
SUBJECT: Contract Usage Agreement with Department of Enterprise Services for Goods/Services

---

1) Recommended Action:

Place the Contract Usage Agreement with DES Procurement Solutions for Goods/Services on the August 19, 2025 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

---

2) Background:

DES has requested an updated version of the Interlocal Agreement that allows the City to utilize the state contracting process. The primary changes are wording and staff contact information.

---

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

---

4) Alternatives:

☐ Do not renew the agreement.

---

5) Fiscal Notes:

There is no immediate cost for this agreement. Utilizing the state contracting process can make the procurement process faster and more efficient and can save the City money by using the purchasing power of the state.

---

6) Attachments:

A. DES Contract Usage Agreement





Washington State  
**DEPARTMENT OF  
ENTERPRISE SERVICES**

State of Washington <b>DEPARTMENT OF ENTERPRISE SERVICES</b> Attn: Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT USAGE AGREEMENT</b>	
	CUA no. and effective dates will be completed by DES CUA No.: Effective Date:	
<b>INSERT ELIGIBLE PURCHASER NAME</b> <b>City of Tumwater</b> Business Contact: <b>City Clerk</b> Tel: (360) 754-4139 Email: clerksoffice@ci.tumwater.wa.us Tax Identification No.: 91-6001520	<b>Type of Eligible Purchaser</b>	
	<input type="radio"/>	Washington state agency
	<input checked="" type="radio"/>	Washington local governmental agency or entity (e.g., counties, cities, school districts, public utility districts, etc.)
	<input type="radio"/>	Higher Education
	<input type="radio"/>	Federal governmental agency or entity
	<input type="radio"/>	Tribe located in the State of Washington

**CONTRACT USAGE AGREEMENT**

FOR

**DESIGNATED ENTERPRISE PROCUREMENT SOLUTIONS FOR GOODS/SERVICES ('CONTRACTS')**

This Contract Usage Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the City of Tumwater, ~~Local government~~ governmental agency/entity ("Eligible Purchaser") and is dated and effective as \_\_\_\_\_.

R E C I T A L S

- A. The Washington State Legislature has authorized Enterprise Services to enter into agreements with certain governmental agencies/entities (each an eligible purchaser) to enable such entities to utilize certain contracts developed and/or administered by Enterprise Services that function as enterprise procurement solutions to enable Washington state agencies and other eligible purchasers to purchase goods and/or services cost-effectively and efficiently from specified contractors at contracted prices, terms, and conditions ("Contracts"). See RCW 39.26.050(1); RCW 43.19.005(2); and RCW 39.34.055.
- B. To enter into a *Contract Usage Agreement* with Enterprise Services as an Eligible Purchaser, the agency/entity must be one of the following:
- Washington state agencies;
  - Washington local governmental agencies or entities;
  - Higher Education;
  - Federal governmental agencies or entities; or
  - Tribes located in Washington state.



C. Eligible Purchasers who execute a *Contract Usage Agreement* with Enterprise Services may utilize the following categories of enterprise procurement solutions for goods/services, each a category of available Contracts:

- **Statewide Contracts.** Contracts for goods/services developed and implemented by Enterprise Services on behalf of the State of Washington pursuant to the State's Procurement Code for Goods/Services (RCW 39.26). See RCW 39.26.050.
- **Cooperative Purchasing Agreements.** Specified Cooperative purchasing agreements for goods/services developed or joined by Enterprise Services on behalf of the State of Washington. See RCW 39.26.060.
- **Legislatively Directed Contracts.** Certain 'mandatory use' or other contracts for goods/services in which the Washington State Legislature has specified for use by Washington state agencies and/or other eligible purchasers – e.g., Correctional Industries contracts. See RCW 39.26.251.

Enterprise Services maintains a list of all such Contracts at its [Contracts Webpage](#).

D. Eligible Purchaser desires to contract with Enterprise Services to access and use the Contracts, subject to their terms and conditions.

E. The purpose of the Agreement is to establish the terms and conditions to authorize Eligible Purchaser to use the Contracts.

#### A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **DURATION.** This Agreement is effective as of the effective date stated herein and shall continue in force unless terminated by either party upon thirty (30) calendar days prior written notice.
2. **ELIGIBLE PURCHASER'S REPRESENTATIONS AND WARRANTIES.** Eligible Purchaser makes each of the following representations and warranties as of the effective date of this Agreement and at the time any order is placed pursuant to any Contract by Eligible Purchaser. If, at the time of any such order, Eligible Purchaser cannot make such representations and warranties, Eligible Purchaser shall not place any such order and shall, within three (3) business days notify Enterprise Services, in writing, and terminate this Agreement.
  - a. **ELIGIBLE PURCHASER STATUS.** Eligible Purchaser represents and warrants that, as set forth in RCW 39.26.050(1), RCW 43.19.005(2), and/or the Interlocal Cooperation Act (RCW 39.34), it is an entity that is eligible to utilize Enterprise Services' Contracts. Eligible Purchaser further represents and warrants that, upon request from Enterprise Services, Eligible Purchaser shall provide documentation to confirm its eligibility to use the Contracts.
  - b. **CONTRACT AUDITS.** Eligible Purchaser represents and warrants that it shall cooperate with Enterprise Services, the Office of the State Auditor, federal officials, and/or any third party authorized by law or contract, in any audit conducted by such party pertaining to any Contracts that Eligible Purchaser has made purchases from pursuant to this Agreement, including providing records related to any purchases from such Contracts.



3. **AUTHORIZED USE; FINANCIAL RESPONSIBILITY.** Eligible Purchaser understands and agrees that it shall: (a) deal directly with the Contract's awarded contractor (i.e., the vendor, supplier, service supplier, etc.) for any purchases it makes under the Contract, as authorized by this Agreement; and (b) assume full and complete responsibility, financial and otherwise, for any purchases made pursuant to any Contract.
4. **SEPARATE RESPONSIBILITY.** Each party to this Agreement shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of the performance of this Agreement and within the scope of their authority.
5. **RESOLVING CONTRACT PURCHASE DISPUTES.** The parties agree that, if there are any disputes between Eligible Purchaser and a Contract contractor, Eligible Purchaser shall: (a) provide Enterprise Services written notice of the nature of the dispute including the efforts undertaken to resolve the dispute; and (b) unless otherwise provided in the Contract, work in good faith with the contractor to resolve the dispute without the involvement of Enterprise Services. Enterprise Services may, upon request, review and assist in the resolution of a dispute, and, if Enterprise Services chooses to do so, Eligible Purchaser will cooperate with Enterprise Services in that resolution process. Enterprise Services, in its sole discretion, may elect to resolve disputes with a contractor on behalf of Eligible Purchaser and all other users of the applicable Contract. In such event, Enterprise Services' resolution shall be binding.
6. **AGREEMENT ADMINISTRATION & NOTICES.**

- a. **AGREEMENT CONTACTS.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement. The parties may change agreement administrators by written notice as set forth below.

**Enterprise Services**

Attn: Contracts & Procurement  
 Washington Dept. of Enterprise  
 Services PO Box 41411 Olympia,  
 WA 98504-1411  
 Email: CUA@des.wa.gov

**Eligible Purchaser**

Attn: City Clerk  
 Address: City of Tumwater  
555 Israel Rd SW  
 Tumwater, WA 98501  
 Email: clerksoffice@ci.tumwater.wa.us

- b. **ADDITIONAL AGREEMENT CONTACTS FOR ELIGIBLE PURCHASER.** If necessary or desired, Eligible Purchaser may specify alternative or additional contacts for purposes of this Agreement (e.g., Eligible Purchaser may specify alternative or additional contacts for usage of certain Contracts such as vehicle ordering); *Provided*, however, that such alternative or additional contacts must utilize email notification to facilitate computer-generated cost-effective and efficient communication between the parties. Eligible Purchaser may designate such additional contacts at any time as set forth below.
  - c. **NOTICES.** Any notices required or desired shall be in writing and sent by U.S. mail (postage prepaid) or email, and shall be sent to the respective addressee at the respective address or email address set forth above or to such other address or email address as the parties may specify in writing. Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.
7. **GENERAL PROVISIONS.**



- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source as required by RCW 39.34.040.
- b. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- c. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- d. **AUTHORITY.** Each party to this Agreement, 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 Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- f. **ASSIGNMENT.** Eligible Purchaser may not assign its rights under this Agreement.
- g. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- h. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- i. **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.



- k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

City of Tumwater

A<sub>Local government</sub> **GOVERNMENT AGENCY**

**STATE OF WASHINGTON**

**DEPARTMENT OF ENTERPRISE SERVICES**

**A GOVERNMENT AGENCY**

By: \_\_\_\_\_

Name: Debbie Sullivan

Title: Mayor

By: \_\_\_\_\_

Name: Rebecca Linville

Title: Washington State Chief Procurement Officer  
Assistant Director, Contracts & Procurement

**NOTE:** Please sign in Adobe and submit this form electronically. It will delay processing if you physically print and sign the form.



TO: Budget & Finance Committee  
FROM: Lisa Parks, City Administrator  
DATE: July 25, 2025  
SUBJECT: Ordinance O2025-012 Creating a Communications Department

---

1) Recommended Action:

Place Ordinance O2025-012 Creating a Communications Department on the August 19, 2025 City Council meeting on considerations with a recommendation to adopt the Ordinance.

---

2) Background:

This proposal is intended to acknowledge and respond to the growing and evolving needs of the City of Tumwater related to communications and outreach to our community. There has been an evolution in the role of the communications team over the past several years, and moving to establish a communications department is a next logical step toward meeting the needs and expectations of our community. To create a new communications department, the ordinance establishes and authorizes three specific items:

- It creates the department (TMC 2.06.010);
- It creates a department director (TMC 2.10.010 and 2.10.120);
- It adds the communications department to the list of duties assigned to the City Administrator (TMC 2.10.020).

The purpose for creating the new department at this time is to more effectively communicate with and respond to the growing and changing needs and expectations of our community. Some of the specific benefits include the following:

- It emphasizes the importance the City places on communication and transparency about city governance and operations;
- It recognizes the evolution of the communications function in the organization, including working collaboratively to align and amplify communication protocols, strategies and standards cross-departmentally;
- It acknowledges the expanded role of the communications team in enhancing our overall public relations work, including engagement at regional events and with key constituent groups, and enhanced social media efforts;
- It clarifies that the Communications Director is an official spokesperson and voice of the City with the media and in various community engagement settings.
- It recognizes communications and community engagement are significant components in developing strategic alignment and approaches to various issues, as well as being a mission critical function in the overall operation and administration of the organization.

To implement this change, the current recommendation is to move the Communications Manager into the Communications Director position, with a commensurate increase in salary and execution of an employment agreement using the template recently approved by Council.

---



3) Policy Support:

Refine and sustain a great organization.

---

4) Alternatives:

- ☐ Modify the Ordinance.
  - ☐ Choose not to create a Communications Department.
- 

5) Fiscal Notes:

The only fiscal impact of this action is an adjustment to the salary of the Communications Manager. As Communications Director, this position would be placed in the City's salary grade system at Grade 41, which is consistent with most other Director positions. The maximum potential increase in salary associated with this adjustment would be less than \$50,000 for the biennium, which is within the existing budgeted capacity of the General Fund.

---

6) Attachments:

A: Ordinance No. O2025-012



**ORDINANCE NO. O2025-012**

**AN ORDINANCE** of the City Council of the City of Tumwater, Washington, amending chapters 2.06 and 2.10 of the Tumwater Municipal Code relating to administration and personnel to create a new department to be entitled the communications department as more particularly described herein.

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

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

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

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

**2.06.010 Departments created.**

There are hereby created and established the following departments in the city: police department; fire department; finance department; community development department; transportation and engineering department; water resources and sustainability department; administrative services department; city attorney's office; parks and recreation department; information technology department; communications department; and executive department. References to the public works department shall mean transportation and engineering department or water resources and sustainability department as appropriate. Additional departments may be created from time to time by ordinance with proper budgetary approval.

(Ord. O2024-010, Amended, 11/19/2024; Ord. O2020-021, Amended, 08/04/2020; Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-007, Amended, 02/05/2008; Ord. O2000-002, Amended, 01/18/2000; Ord. O96-030, Added, 10/15/1996)

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

**2.10.010 Designated.**

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



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

(Ord. O2024-010, Amended, 11/19/2024; Ord. O2020-021, Amended, 08/04/2020; Ord. O2017-009, Amended, 04/04/2017; Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-007, Amended, 02/05/2008; Ord. O2000-002, Amended, 01/18/2000; Ord. O96-030, Added, 10/15/1996)

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

**2.10.020 City administrator appointment/duties.**

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

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

(Ord. O2024-010, Amended, 11/19/2024; Ord. O2017-009, Amended, 04/04/2017; Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-007, Amended, 02/05/2008; Ord. O2003-039, Amended, 11/03/2003; Ord. O2000-002, Amended, 01/18/2000; Ord. O96-030, Amended, 10/15/1996; Ord. 995, Added, 04/03/1984)

**Section 4.** A new section, Section 2.10.120, communications director appointment/duties, is hereby added to the Tumwater Municipal Code as follows:

**2.10.120 Communications director appointment/duties.**

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

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



**Section 5. Corrections.** The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

**Section 7. Severability.** The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

**Section 8. Effective Date.** This ordinance shall become effective thirty (30) days after passage, approval and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF TUMWATER

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

ATTEST:

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

APPROVED AS TO FORM:

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

Published: \_\_\_\_\_

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