



**CITY COUNCIL  
MEETING AGENDA**

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

**Tuesday, November 01, 2022  
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 5. Consent Calendar:**
  - [a.](#) Approval of Minutes: City Council, October 18, 2022
  - [b.](#) Payment of Vouchers (Shelly Carter)
  - [c.](#) Intergovernmental EMS Contract (ALS) (Brian Hurley)
  - [d.](#) Tacoma Community College Affiliation Agreement (Brian Hurley)
  - [e.](#) 2023 Community Human Services Program Funding (Hanna Miles)
  - [f.](#) Department of Ecology Grant Agreement OTGP -2022-Tumwat-00102 (Dan Smith)
  - [g.](#) Interlocal Agreement with Department of Enterprise Services for DEI Pilot Training (James Trujillo)
- 6. Council Considerations:**
  - [a.](#) 2023 Legislative Agenda Approval (John Doan & Austin Ramirez)
- 7. Committee Reports**
  - a. Public Health and Safety Committee (Leatta Dahlhoff)
  - b. General Government Committee (Michael Althausen)
  - c. Public Works Committee (Eileen Swarthout)
  - d. Budget and Finance Committee (Debbie Sullivan)
- 8. Mayor/City Administrator's Report**
- 9. Councilmember Reports**
- 10. Executive Session:**
  - a. Collective Bargaining pursuant to RCW 42.30.140(4)(b)

## **11. Any Other Business**

## **12. Adjourn**

### **Hybrid Meeting Information**

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

The City of Tumwater broadcasts and livestreams City Council meetings on cable television and the internet. Council meetings can be viewed on Comcast Channel 26 or on the TCMedia website.

### **Watch Online**

<https://tcmmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

OR

Go to <http://www.zoom.us/join> and enter the Webinar ID 873 6373 5408 and Passcode 259843.

### **Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 873 6373 5408 and Passcode 259843.

### **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\\_uqE9MhwLTNqbO9igsalwhA](https://us02web.zoom.us/webinar/register/WN_uqE9MhwLTNqbO9igsalwhA)

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.

### **Post Meeting**

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

<https://tcmmedia.org/channels.php>

### **Accommodations**

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

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
October 18, 2022 Page 1**

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

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

Staff: City Administrator John Doan, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Assistant Finance Director Shelly, and City Clerk Melody Valiant.

**SPECIAL ITEMS:**

**PROCLAMATION:  
WALK TO SCHOOL  
MONTH, OCTOBER  
2022:** Councilmember Agabi read a proclamation declaring the month of October as *Walk to School Month* in the City of Tumwater. The proclamation urges the community to promote the safety and health of children this month, and throughout the year, by supporting pedestrian, bicycle, and active transportation improvements, modeling safe pedestrian and bicycle behaviors, and practicing an active lifestyle. Parents, school employees, and community leaders were invited to make a lasting impression on the community's youth by joining Tumwater students in walking to school.

Kerri Wilson, Youth Education Specialist, Intercity Transit, reported Intercity Transit's Walk N Roll Program encourages youth to walk, bike, skate, and use public transit. The program assists schools in organizing Walk N Roll to school events and encourages families to consider walking and biking to and from school instead of driving. The events improve safety by reducing traffic congestion and improving air quality around schools while affording students the opportunity to practice safe walking. Intercity Transit collaborates with Tumwater schools by supporting the schools' PE Bicycle Safety Education classes. She thanked the City and the Council for continuing efforts to make Tumwater a more bicycle and pedestrian friendly city and for recognizing October 2022 as *Walk to School Month*.

Mayor Sullivan presented the proclamation to Ms. Wilson.

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

**CONSENT  
CALENDAR:**

- a. Approval of Minutes: City Council, October 4, 2022
- b. Payment of Vouchers
- c. Reappointment of Marnie Slakey and Renee Radcliff Sinclair to the Historic Preservation Commission and Kelly Von Holtz and Brian Schumacher to the Planning Commission
- d. Lodging Tax Advisory Committee 2023 Funding Recommendations
- e. Stormwater Management Action Planning Service Provider Agreement
- f. Third Amendment to Service Provider Agreement for Right of Way Legal Services

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
October 18, 2022 Page 2**

- g. Percival Creek Fish Passage Barrier Replacement Scope Amendment #1

**MOTION:** Councilmember Dahlhoff moved, seconded by Councilmember Swarthout, to approve the consent calendar as presented. A voice vote approved the motion unanimously.

**PUBLIC HEARINGS:**

**ORDINANCE NO.  
O2022-022, AD  
VALOREM FOR  
REGULAR  
PROPERTY TAXES  
FOR THE FISCAL  
YEAR 2023:**

Assistant Finance Director Carter reported each year, the Thurston County Assessor's Office provides the City with updated assessed values of all existing properties located within the City, as well as new construction and properties annexed from the prior year. The City is required to respond to that information by November 30, 2022 with an approved ordinance to certify and establish the City's property tax levy for the next fiscal year. The City's property tax levy is an important revenue source for supporting City's general government programs and public services. The proposed ordinance establishes the City of Tumwater's property tax levy for fiscal year 2023 with an increase of 1% from the 2022 levy. With a one percent increase in 2023, the levy is estimated to total \$10.59 million with an increase in taxes by \$104,861 from the prior year. The most recent preliminary report for new construction values are estimated at \$200.85 million with the City receiving an additional \$453,684 in property tax from new construction. The City completed annexations adding additional value of \$56.67 million producing estimated additional property tax revenue of \$100,655 in 2023. The combined 2023 property tax levy including the 1% increase and additional taxes from new construction and the annexation sets the City's indirect tax rate per \$1,000 of assessed value at \$1.78. The ordinance is necessary to establish and certify the City's request for the 2023 property tax levy and indirect property tax. The Council is requested to consider public testimony and move the proposed ordinance as a consent calendar item for adoption at the November 15, 2022 Council meeting.

Councilmember Althaus asked whether the information is reflective of a fifty percent increase in property values in the City. Assistant Director Carter affirmed that property values have increased by 36%. The values are preliminary with staff continuing to receive estimates from the Assessor's Office. The values could change; however, the ordinance is for a one percent increase, which would not change.

Mayor Sullivan opened and closed the public hearing at 7:11 p.m. with there being no public testimony.

**MOTION:** Councilmember Dahlhoff moved, seconded by Councilmember Swarthout, to move Ordinance No. O2022-022, an ordinance relating to tax revenue of the General Fund fixing the Ad Valorem for the regular property tax levy essential to pay expenditures of the City of

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
October 18, 2022 Page 3**

**Tumwater, Washington for the fiscal year ending December 31, 2022, to the November 15, 2022 consent agenda for adoption.**

**FRIENDLY  
AMENDMENT:**

*Councilmembers Dahlhoff and Swarthout offered a friendly amendment to reflect that the fiscal date ending December 31, 2022 should be corrected to “December 31, 2023.”*

**MOTION:**

**A voice vote approved the motion unanimously.**

**2023-2024 BUDGET  
PUBLIC HEARING  
#1:**

City Administrator Doan reported the briefing follows the prior four Council worksessions on the 2023-2024 City of Tumwater Budget.

The budget process is initiated during the Council's retreat and concludes with two public hearings in October and November followed by adoption on December 6, 2022.

The COVID pandemic totally derailed the City's work and created a different operating environment within the City. Despite the pandemic, the City was able to accomplish many tasks. Development of the budget is framed from the City's Vision, Mission, and Beliefs. During the Council's retreat in February 2022, the Council developed a series of draft goals to achieve in the next biennial budget. The proposed budget accommodates all Council goals. The economic forecast considers future conditions over the next 30 months. Staff anticipates the Consumer Price Index (CPI) remaining high and anticipates the possibility of a minor recession. The City continues to experience significant residential construction with some commercial, as well as a significant amount of industrial development over the next several years.

The City's General Fund represents one-third of the entire budget and funds the City's core services of police, fire, parks, streets, recreation, and other services. The General Fund is funded from taxes, service contracts, fees, and Medic One for provisions of basic and advanced life support services. The remaining two-thirds of the budget are proprietary funds for utilities, golf fund, capital projects, and debt service.

Expenditures from the General Fund support public safety services provided by police, fire, and courts that consume nearly half of the General Fund expenditures followed by other services provided by the City.

The General Fund Budget includes a significant fund balance. The City's required ending fund balance has increased over the years to assist in stabilizing revenues. As the City depends more on sales tax, the City is vulnerable to fluctuations while property tax serves as a steady source of revenue. As the percentage of the budget funded from property tax becomes smaller, the City will become more vulnerable, which speaks to the importance of having an ending fund balance to adjust to fluctuations in

**TUMWATER CITY COUNCIL MEETING**  
**MINUTES OF HYBRID MEETING**  
**October 18, 2022 Page 4**

expenditures and revenue. The City's five-year financial projection depicts the minimum required ending fund balance to decrease. To address the deficit, The City should continue efforts for establishing a regional fire authority (RFA) or some other way to address the cost of fire service. Resources necessary to expand fire services are not included in the proposed budget.

The dramatic increase in property valuation in the City combined with the RFA would likely result in a future levy lift lid at some time because the remaining property tax rate of the City will continue to decline each year. The budget process identified some issues surrounding staffing with additional conversations necessary with the Council to determine the appropriate number of police officers. Police officers are the most expensive City employees to recruit, hire, retain, and equip.

The City's Transportation Benefit District expires in 2024 requiring a conversation on projects to fund and renewal of the district for another 10 years. The City is pursuing economic development activities and engages with other organizations and jurisdictions to work with the Legislature to modify the 1% property tax cap. The City will need to monitor all revenue assumptions and continue to invest smartly.

City Administrator Doan reviewed highlights of the next biennium budget derived both from the Council's goals and department recommendations:

- Tree Planning Initiative
- Sustainability and Energy Conservation Efforts
- Potential RFA transition
- Emergency Management Partnership
- Arts Program
- New Community Center Planning
- Comprehensive Plan Update
- Planning for Police Staffing and Funding
- New Parks and Parks Maintenance
- New Operations and Maintenance Facility
- New Water Resources and Reservoir

City Administrator Doan reviewed several new non-seasonal staffing additions.

The proposed two-year budget totals \$300,464,931. Next steps include a final budget worksession on November 7, 2022 and a public hearing followed by adoption of the budget on December 6, 2022.

City Administrator Doan invited questions.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
October 18, 2022 Page 5**

Councilmember Schneider referred to references by the City Administrator that housing is not considered economic development; however, as more people move to the City who shop and purchase goods, that purchasing increases sales tax directly linking those activities to economic development within the City. City Administrator Doan responded that today, the community as a whole does not experience a revenue increase when new residents move to the City because of other taxing districts and the cost of services necessary to serve those new residents. In effect, new community needs are mostly subsidized by other land uses, such as commercial and industrial.

Councilmember Jefferson asked about the timing of the conversation on economic development. City Administrator Doan said the City's existing Economic Development Plan was adopted over a decade ago with some amendments. The plan serves as the framework to begin conversations on economic development in the City. The City is also scheduled for a major comprehensive plan update over the next several years and that process would likely include conversations on economic development.

Mayor Sullivan opened the public hearing at 7:39 p.m.

**PUBLIC  
TESTIMONY:**

**Tom Crawford, 10016 Lookout Drive, Olympia**, said he has been a resident of Thurston County for over 30 years with his children attending Tumwater schools. As a founder and Board President of Thurston Climate Action Team, he is appreciative of the working partnership with the City on climate action beginning with Tumwater's early investment in attracting federal dollars for home energy efficiency improvements through the Thurston Energy Program in partnership with Thurston Economic Development Council. Efforts continue through collaboration with the City's new Sustainability Coordinator, Alyssa Jones Wood. In the same spirit of collaboration, he asked the Council to consider increasing the City's investment in clean energy and other climate actions over the next two years. Three specific requests provide important support for climate action in the Tumwater community. The first is adding \$60,000 for grant writing. Billions of dollars will be spent nationally through the Inflation Reduction Act and other programs that could fund grant-writing activities. The second is adding \$50,000 for sustainability initiatives to enable the City to hire project-specific consultants, contractors, and interns where additional community support is needed. Finally, he asked for the addition of \$150,000 for the construction of public EV charging stations at City parks. Public investment in clean energy solutions has helped him purchase an electric vehicle and has helped several of his friends improve energy efficiency by installing solar panels in their homes. Those activities have saved money and improved health through living space and travel improvements. Achieving the energy efficiency goals outlined in the Thurston Climate Mitigation Plan will save Tumwater residents tens of millions of dollars in utility costs annually by 2030. Climate breakdown is

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
October 18, 2022 Page 6**

the most serious crisis humans have faced. With the right policy commitments and significant financial investment, it is possible to meet the challenge while creating a better world for our children and grandchildren. Money, technology, and other resources are available within the communities based on experiences during the pandemic. The climate crisis needs at least the same level of response. He asked for the City to build on its declaration of a climate emergency and its commitment to achieve deep community-wide cuts in greenhouse gas emissions and take the next step and commitment to climate action by investing and attracting more dollars, expanding sustainability initiatives, and installing EV charging stations.

With there being no further public testimony, Mayor Sullivan closed the public hearing at 7:43 p.m.

**COUNCIL  
CONSIDERATIONS:**

**ORDINANCE NO.  
O2022-023,  
SUSPENDING  
ANNUAL  
COMPREHENSIVE  
PLAN  
AMENDMENTS:**

Director Matlock said the City is scheduled to engage in a significant Tumwater Comprehensive Plan update based on requirements in state law once every ten years. The update is scheduled for submittal on June 30, 2025. The work has been initiated preliminarily at the staff level. State law also enables the Council to adjust the plan once annually. The proposed ordinance would suspend the annual amendment process to enable efforts to focus on the required 10-year update. Staff and the General Government Committee recommended the Council adopt Ordinance No. O2022-023 suspending the annual comprehensive plan amendment process.

**MOTION:**

**Councilmember Althaus moved, seconded by Councilmember Dahlhoff, to approve Ordinance No. O2022-023, suspending annual comprehensive plan amendments through June 30, 2025. A voice vote approved the motion unanimously.**

**CAPITOL LAKE -  
DESCHUTES  
ESTUARY  
MEMORANDUM OF  
UNDERSTANDING  
FOR GOVERNANCE  
AND FUNDING OF A  
RESTORED  
ESTUARY:**

City Administrator Doan reported in 2018, following many efforts to determine the future of Capitol Lake, another effort was initiated through the leadership of the Department of Enterprise Services (DES) and local jurisdictions, Thurston County, Squaxin Island Tribe, Port of Olympia, and the LOTT Clean Water Alliance. The parties pursued a new process to determine the future management of Capitol Lake. The process established an Executive Work Group comprised of elected officials representing the partners. As one of the conditions to fund development and completion of an Environmental Impact Statement (EIS) for future management options, the Legislature included a condition requiring financial support by each affected agency and jurisdiction.

The Draft EIS was released in June 2021. The next step in the process was development of a memorandum of understanding (MOU) for governance and funding of the preferred alternative, a restored estuary. The MOU



**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
October 18, 2022 Page 7**

commits the local agencies, Squaxin Island Tribe, and the state through DES and Department of Natural Resources (owner of the lake) through 2050 to participate financially at a cost to the City of approximately \$2.8 million in today's dollars to be used to support ongoing dredging operations of Budd Bay. The Port of Olympia would be responsible for the initial dredging and removal of contaminants currently existing in the bay. The state would be responsible for removal of dredging materials.

A proposal presented to the Council in September included small incremental increases to the Stormwater Utility rate between zero and 1% each year to fund the \$2.8 million commitment. The proposal leverages an additional \$200 million in state funds to complete the construction and return the lake to a managed estuary. The MOU commits the City financially and would be included in the Final EIS released later in the month as a demonstration to the Legislature that the funding requirement by the partners has been achieved through the financial participation by local government. Staff recommends the Council approved the MOU as presented. An interlocal agreement would be prepared and presented based on the adoption of the MOU.

**MOTION:**

**Councilmember Althaus moved, seconded by Councilmember Schneider, to approve and authorize the Mayor to sign the proposed Memorandum of Understanding with the State of Washington, Squaxin Island Tribe, Thurston County, City of Olympia, LOTT Clean Water Alliance, and Port of Olympia for governance and funding of a restored estuary establishing the mutual commitments to the project, including funding through 2050. A voice vote approved the motion unanimously.**

**COMMITTEE  
REPORTS:**

**PUBLIC HEALTH &  
SAFETY:**

*Leatta Dahlhoff*

At the next meeting on November 8, 2022 at 8 a.m., members will continue the review of the updated 2023-2025 School Resource Officers contract. Members will discuss the District Court services contract and Ordinance No. O2022-024, Tumwater Municipal Code 6.04 on dogs, cats, and other pets.

**GENERAL  
GOVERNMENT:**  
*Michael Althaus*

The committee met on October 12, 2022 and forwarded recommendations on the suspension of the comprehensive plan amendment process and the final docket for Comprehensive Plan Amendments. Members reviewed and discussed two ordinances on unfair housing practices, which are scheduled for the Council's worksession in November. The committee also discussed the City's logo.

**PUBLIC WORKS:**  
*Eileen Swarthout*

The next meeting is scheduled on Thursday, October 20, 2022. The agenda includes a review of Department of Ecology Grant Agreement OTGP - 2022-Tumwat-00102 for the Deschutes River Flood Reduction Study.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
October 18, 2022 Page 8**

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

The next meeting is scheduled on October 19, 2022 at 1:30 p.m. via zoom to consider Community and Human Resource Program funding applications.

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

City Administrator Doan announced the annual ShakeOut Day on October 20, 2022 at 10:20 a.m. where people worldwide participate in [earthquake](#) drills at work, school, or home.

Mayor Sullivan reported the October 5, 2022 Intercity Transit Authority meeting included a celebration of 2022 Excellence in Transit Winners participating in the State of Washington Public Transportation Rodeo and Grand Champions event. Intercity Transit received the Grand Champion award for the sixth year. Transit agencies throughout the state compete in the rodeo. The maintenance team received the first place award, as well as the operator category, body and chassis, and first place for the 35-foot coach and the 40-foot coach. The new class of bus operators began on October 10, 2022.

The Thurston County Food Bank recently announced the hiring of its new Executive Director, Jay Kang.

Mayor Sullivan reported she testified in conjunction with Councilmember Schneider and City Administrator Doan during the public hearing at Thurston County on the Hopkins Ditch District issue.

**COUNCILMEMBER  
REPORTS:**

*Angela Jefferson:*

During the recent meeting of Experience Olympia and Beyond, members discussed zoom meetings versus in-person meetings. Members agreed to discontinue meeting via zoom with future meetings scheduled at the City of Lacey Council Chambers effective January 2023. The Executive Director discussed the statement on the proposed airport and determined that because of a lack of information, no position will be submitted on the proposal. The Board's retreat is scheduled from 10 a.m. to 5 p.m. on November 15, 2022. The retreat includes tours of St. Martin's University, South Puget Sound Community College, and The Evergreen State College.

*Peter Agabi:*

At the last Transportation Policy Board meeting, staff presented an update on the Martin Way Corridor Study, a joint planning project between Thurston Regional Planning Council, Thurston County, City of Olympia, City of Lacey, and Intercity Transit. The study has examined options for redevelopment, land use standards, and transportation facilities along the corridor. Members discussed 2022 Call for Projects Tie Breaking Process Options. Boardmember Pete Kmet reminded members of the Board's prior ranking process. No resolution was achieved on how to break ties on

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
October 18, 2022 Page 9**

project rankings. Staff presented the completed school walk route-mapping project. North Thurston Public Schools, Olympia, and Tumwater school districts updated or created new maps for schools within their districts.

The Thurston Economic Development Council scheduled a retreat at the Indian Summer Golf Club.

***Leatta Dahlhoff:***

The LOTT Clean Water Alliance Board approved 2023-2024 wastewater rates reflecting an annual 3% inflationary adjustment. The action includes a two-year .5% adjustment to account for costs associated with a pilot for the affordable housing support program.

The next meeting of the Regional Fire Authority Planning Committee is on Tuesday, October 25, 2022 during a joint meeting with Olympia and Tumwater City Councils at the Olympia Council Chambers at Olympia City Hall to review the proposed draft plan for a regional fire authority.

***Michael Althausen:***

In addition to attending the joint RFA meeting with the Councils, Councilmember Althausen attended the Regional Housing Council meeting with Councilmember Cathey. The Council meets twice a month. Members reviewed a staff proposal for jurisdictions to consider for adopting a uniform set of practices for providing services and intervention to people who live outside. Direction to staff indicated interest in the proposal with additional discussions recommended. Members discussed governance options for the RHC. Any changes require the approval of all partner jurisdictions.

The Capitol Lake-Deschutes Estuary Funding and Governance Work Group is scheduled to meet on Monday, October 31, 2022.

***Eileen Swarthout:***

At the Friday, October 7, 2022 Thurston Regional Planning Council meeting, members reviewed the LOTT Reclaimed Water Study, 2023 Legislative Priorities, received a presentation on the school walking route-mapping project, and discussed commute trip reduction at Joint Base Lewis-McChord. Executive Director Daily provided an update on the proposal by the Commercial Aviation Coordinating Commission. The Legislature will render the final decision on the location of a new airport. The region is not supportive of the proposal.

Mayor Sullivan noted that she signed a joint letter with Thurston County and other local mayors in opposition to the proposal. The letter will be forwarded to the Legislature.

***Joan Cathey:***

At the last meeting of the Solid Waste Advisory Committee meeting, members continued work on a plan for locating a transfer station in south Thurston County. In August, the committee completed a waste characterization study, a periodic study completed every three to four

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
October 18, 2022 Page 10**

months of different places in different cities. The process is an examination of both residential and commercial garbage to identify items people are discarding to help inform future programs or changes in existing programs. The greatest contamination is from plastic bags and plastic film in the waste stream. Consumers are encouraged to return plastic bags to local grocery stores rather than discarding them in the garbage or recycling bins. Wastefulness of food continues to be problematic in the waste stream.

***Charlie Schneider:***

Councilmember Schneider reported on his attendance and testimony during the public hearing held by the Thurston County Commission.

The next meeting of the Tumwater Chamber of Commerce is scheduled on Wednesday, October 19, 2022 at South Puget Sound Community College. The guest speaker is Thurston County Auditor Mary Hall. Councilmember Schneider also plans to attend the Chamber's upcoming retreat.

Councilmember Schneider attended the fundraiser for Senior Services for South Sound in addition to over 200 participants. The event raised over \$100,000. He also attended a conference at Great Wolf Lodge on adoptions, foster care, and training parents and caretakers on the needs of children and available resources.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 8:20 p.m.**

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

TO: City Council  
 FROM: Shelly Carter, Assistant Finance Director  
 DATE: November 1, 2022  
 SUBJECT: Payment of Vouchers

---

1) Recommended Action:

Staff is seeking City Council ratification of the payment of vouchers 171611 to 171707 in the amount of \$681,689.99 dated October 14, 2022, and electronic payments 902104 to 902141 in the amount of \$363,085.08, and wire payments of \$206,032.43; and the payment of vouchers 171708 to 171793 in the amount of \$1,451,027.91 dated October 21, 2022, and electronic payments 902142 to 902156 in the amount of \$56,048.06, and wire payments of \$70,860.35.

---

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 by request to the Assistant Finance Director. The most significant payments\* were:

Vendor	\$	Description
Specialized Pavement Markings, LLC	123,347.87	2022 Annual Street Striping Project
Systems for Public Safety, Inc	26,026.01	New Police Vehicle Prep
Turf Star Inc.	54,916.67	Tractor/Stump Grinder Replacement for Parks
Dell Marketing LP	25,240.85	New Dell Computer Replacements
She Carr & Jewell, Inc.	104,730.81	Professional Services 9/4 thru 10/1/22 – Capital Blvd/Israel/M Street Project
Nisqually Indian Tribe	25,570.00	Incarcerations & Booking Fees Sept 2022
Pilot Travel Centers LLC	880,222.41	Latecomers Fees paid by Tumwater, LLC
Sound Pacific Construction, LLC	292,646.48	2022 Pedestrian Improvements Project PE#1
WA ST Dept of Revenue	70,860.35	Monthly Excise Tax

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

---

3) Policy Support:

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

---

4) Alternatives:

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

---

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

---

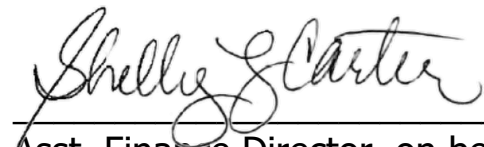
6) Attachments:

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

## EXHIBIT "A"

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

Voucher/Check Nos 171611 through 171707 in the amount of \$681,689.99  
Electronic payment No 902104 through 902141 in the amount of \$363,085.08  
Wire payments of \$206,032.43

A handwritten signature in cursive script, reading "Shelly G. Carter". The signature is written in black ink and is positioned above a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/14/2022

## 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.

Voucher/Check Nos 171708 through 171793 in the amount of \$1,451,027.91  
Electronic payment No 902142 through 902156 in the amount of \$56,048.06  
Wire payments of \$70,860.35



Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/21/2022



TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: November 1, 2022  
SUBJECT: Intergovernmental EMS Contract (ALS)

---

1) Recommended Action:

Authorize the Mayor to sign the Intergovernmental EMS Contract (ALS)

---

2) Background:

The Tumwater Fire Department has a long partnership with Thurston County Medic One providing both Basic Life Support (BLS) and Advanced Life Support (ALS) services in the City and County. TFD employees staff Advanced Life Support Medic Units in Tumwater (M5) and Rochester (M14). Staff supports the agreement that ensures continued funding from the County to provide Emergency Medical Services ALS response. The agreement provides for salary, benefit, and overtime support for up to 19 Paramedic/Firefighters and one Medical Services Officer. This is an increase of one position. Funding also provides for supplies and equipment, training, management oversight, facility space rental, vehicles, and fuel. This is a three-year agreement that if approved, will be effective January 1, 2023.

---

3) Policy Support:

Strategic Priorities 2023-2024:  
Provide and Sustain Quality Public Safety Services

---

4) Alternatives:

☐ Do not authorize

---

5) Fiscal Notes:

This agreement provides funding support for one additional Firefighter/Paramedic position in 2023 and beyond. In 2022 it is projected the City will receive \$2,784,841 in revenue under the existing ALS contract.

---

6) Attachments:

A. Intergovernmental EMS Contract (ALS)

## INTERGOVERNMENTAL EMS CONTRACT

**THIS CONTRACT** is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and the **CITY OF TUMWATER**, a municipal corporation, hereinafter referred to as the 'AGENCY';

**WHEREAS**, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

**WHEREAS**, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

**WHEREAS**, RCW 70.168.120 authorizes the County to establish local emergency care councils; and

**WHEREAS**, Thurston County Medic One is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

**WHEREAS**, certain local agencies have the resources including human resources available to provide such services at the requisite level of quality and training; and

**WHEREAS**, the COUNTY desires to have the AGENCY perform emergency medical services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

**WHEREAS**, the COUNTY and the AGENCY agree to jointly explore a variety of innovative strategies to maximize the Thurston County prehospital healthcare delivery model; and

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

**WHEREAS**, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract;

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

### **I. SERVICES**

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract and as detailed in Exhibit "A" attached hereto and made a part hereof.
- B. The COUNTY shall purchase and provide all materials and equipment necessary for the full performance of this Contract by AGENCY except as provided in Paragraph IV.E. of this Contract.
- C.1. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with vehicles designed and equipped to furnish emergency medical services as required by law, twenty-four (24) hours a day, seven (7) days a week. AGENCY agrees to maintain said vehicles at all times so that they meet the following

standards: State of Washington Department of Health; Office of Emergency Medical Services and Trauma Systems as contained in Chapter 18.73, Chapter 18.71 and Chapter 70.168 RCW; and all applicable Washington Administrative Codes and regulations in effect at the time of this Contract as written and hereafter amended. AGENCY agrees that such vehicles shall at all times be equipped with equipment necessary to provide the services contemplated by this Contract. Said vehicles and equipment shall remain the property of the COUNTY.

- C.2 In lieu of a County vehicle, the AGENCY may provide a mutually acceptable vehicle for which the COUNTY shall reimburse the AGENCY \$25.00 per day for each day said vehicle is in use as the paramedic response vehicle. Additionally, the COUNTY may provide a mutually acceptable vehicle for which the AGENCY shall reimburse the COUNTY \$25.00 per day for each day of said vehicle use as a BLS response unit. Both the AGENCY and the COUNTY shall coordinate the use of these vehicles prior to their utilization as response units. "Use" is defined as: in working order and available for use by the AGENCY.
- C.3. The COUNTY may, with the approval of the AGENCY, provide the AGENCY with an additional vehicle designed and equipped to furnish emergency medical services as required by law. The AGENCY duties set out in Section I.C.1 and Exhibit "A" II.B.1-4 of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.
- C.4. Using a mutually agreed upon advanced notification process, the AGENCY may remove a primary Medic Unit from the deployment model for paramedic-level, and suppression-related training following notification of the COUNTY and coordination with partner agencies. At any given time, only one of seven Medic Units shall be marked as Out Of Service (OOS) in CAD, and for no greater than 4 hours at a time.
- C.5. Any changes to the existing countywide configuration of Advanced Life Support (ALS) unit dispatching and/or responses after the effective date of this contract shall be approved by the Emergency Medical Services (EMS) Operations Committee and briefed to the Emergency Medical Services Council (EMS Council) prior to implementation. The dispatch configurations for all ALS Units in Thurston County as of the effective date of this contract shall be briefed to Emergency Services Operations Committee. The COUNTY and AGENCY shall jointly develop performance measures for ALS Unit responses that shall be monitored six (6) months ending first quarter calendar year 2023. The measured outcomes shall be briefed to the Operations Committee in the second quarter of calendar year 2023 and any performance deficits identified during the evaluation period shall be jointly addressed by the COUNTY and AGENCY within the second quarter of calendar year 2023 in order to bring the established measures in to compliance. Performance measurement shall continue throughout the term of this agreement and any outcome measures outside of established acceptable ranges at the end of calendar year 2023 or at any time thereafter for the duration of this contract shall be briefed to the EMS Operations Committee. Recommended mitigation strategies

shall be jointly evaluated by the COUNTY and AGENCY to establish and implement necessary changes to ALS Unit dispatching, deployment, and/or distribution.

## **II. EFFECTIVE DATE; DURATION**

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2023. This Contract shall terminate on December 31, 2025. This agreement may be extended for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior to termination. This agreement replaces and supersedes all prior interlocal agreements regarding the subject matter contained in this agreement. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

If the AGENCY or the COUNTY's administrative agency for the execution of this agreement (Thurston County Medic One) is subject to a change in governance through a process of regionalization, annexation, subcontracting, or other alterations to structure permissible in state statute, the COUNTY and AGENCY mutually agree to re-open the specific sections of this agreement directly impacted by the structural change in governance. The COUNTY and AGENCY mutually agree to maintain the established levels of compensation and reimbursement during the process of re-negotiation.

## **III. THE EMERGENCY MEDICAL SERVICES SYSTEMS COUNCIL**

- A. The AGENCY and the COUNTY shall coordinate the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).
- B. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
- C. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favor of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

## **IV. COMPENSATION AND METHOD OF PAYMENT**

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. The COUNTY shall reimburse the AGENCY in thirty-six (36) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs for the 9.5-medic dual paramedic staffed unit known as "Medic 5" and 89 percent (89%) of said costs for the 9.5-medic dual paramedic staffed unit known as "Medic 14." The COUNTY shall continuously pay the aforementioned percentages of the costs for the 9.5-medic dual paramedic staffed units, regardless of

whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

In addition, the AGENCY shall be reimbursed 80 percent (80%) of said costs for one (1) Medical Services Officer (MSO) that is currently a Thurston County certified paramedic. Said MSO shall not be counted when calculating the staffing allocation described herein. Reimbursement for this position shall be contingent on deliverables. The deliverables shall be developed jointly between the AGENCY and the COUNTY, approved by the Medic One Director, and reviewed annually. These deliverables shall be billable in quarterly installments following the quarter in which services were rendered. If deliverables within a quarter are met at 80% or greater, then full reimbursement shall be paid. If deliverables are met at 50%-79%, then 50% of the position value shall be paid. If deliverables are met at 49% or less, then 0% of the position shall be paid. For the purposes of paragraph IV(B) of this Contract cost of "paramedical services" shall be limited to the following:

1. SALARIES AND BENEFITS: The actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY for the paramedic and MSO personnel in accordance with the formulae listed above.
2. Overtime in an amount equivalent to six percent (6%) of projected annual base wages in accordance with the formulae listed above and excluding the MSO. The following formula shall be utilized for the Medic 5 unit:  
(Allotted Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment).  
The following formula shall be utilized for the Medic 14 unit:  
(Allotted Firefighter/Paramedic wage X 6% X 89%= Overtime Allotment).
3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and shall be reimbursed at 100%. The AGENCY shall submit to the COUNTY documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is either self-insured or is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY 80% of the payments received due to (or as a result of) disability claims that were previously billed to the COUNTY for this medic, whether received from a 3rd party payor or by self-insurance.

Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 3 consecutive shifts or less shall not be eligible for 100% Disability Overtime nor 100% Backfill. Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 4 consecutive shifts or greater as a result of an injury or illness are eligible for 100% Disability Overtime and 100% Backfill

starting on the date of the initial shift the paramedic was off duty for the related illness or injury. The AGENCY shall submit available documentation or a signed attestation to the COUNTY in support of the disability reimbursement.

Protected Health Information shall not be shared and other privacy rights of the paramedic on disability shall not be violated. The COUNTY reserves the right to deny disability reimbursements for unsupported claims related to sick leave versus disability leave.

4. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this contract), special events (paragraph IV.E) or paramedic disability (paragraph IV.B.3) may be filled by any fully qualified personnel, at the discretion of the AGENCY. Reimbursement for said backfill may be requested by the AGENCY. In the case of backfill for paramedic disability, the eligible wage rate for reimbursement shall be limited to the amount equivalent to the paramedic personnel on disability who caused the vacancy.
  5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association (VEBA) Trust for Public Employees in the Northwest, the COUNTY shall reimburse the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a monthly basis.
- C. The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" attached hereto and made a part hereof, no later than the last day of the month following the close of each pay period identified in Section IV.B. of this Contract. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31<sup>st</sup> with no extension of the deadline.
  - D. The COUNTY shall initiate authorization for payment after receipt of the invoice required in Subsection IV.C. and receipt of any required periodic reports identified in Exhibit "A", Section II.B.3, of this Contract and shall make payment to the AGENCY within thirty (30) days thereafter.
  - E. The COUNTY shall reimburse the AGENCY 100 percent (100%) for expenses incurred by the AGENCY as set forth in Exhibit "A" Section II.B.3. and Section II.B.4. of this Contract and for other services rendered at the direction of the COUNTY. (For example: MPD required CME or ride-along time, CBD trainer, oral boards)
  - F. The AGENCY may submit expenses incurred by the AGENCY in support of Basic Life Support (BLS) services as identified in Exhibit "B". These services shall be reimbursed from the AGENCY's BLS funds, and shall not be reimbursable in the event that the AGENCY's BLS funds are exhausted.
  - G. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the purchase, under emergency conditions, of equipment/supplies necessary for performance of this

Contract. The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" attached hereto and made a part hereof, no later than the last day of the month following the month of purchase. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31<sup>st</sup> with no extension of the deadline.

- H. The COUNTY shall pay for all vaccinations, including Hepatitis B, that are required for entry into Providence St. Peter's Hospital (PSPH) Operating Room. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up titers, to ensure the vaccine was successful. Vaccination records and results of all titers shall be kept at the AGENCY and made available to Medic One and PSPH upon request. All paramedics shall receive all vaccinations necessary to be eligible for PSPH Operating Room entry.

If a vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots must be restarted due to the failure of a paramedic to obtain the shots on schedule, other than when a medical condition precludes the timely completion of the vaccination series, the AGENCY shall pay for the second vaccine procedure.

If a paramedic refuses vaccination, a signed declination, approved by PSPH and compliant with current Washington State law, shall be completed by the AGENCY and must be provided to PSPH and Medic One upon request. Vaccination or signed release must be initiated within three (3) months of hire and kept at the AGENCY.

- I. The COUNTY shall reimburse the AGENCY 50 percent (50%) of the cost for six (6) self-contained breathing apparatus (SCBA), to be placed in the primary Medic One vehicles operated by the AGENCY pursuant to paragraph I C.1, or C.2. The AGENCY shall be responsible for the routine maintenance of the SCBA. It is agreed that the anticipated normal service life of the SCBA is five (5) years if subjected to normal wear and tear. In the event that the SCBA is subjected to extensive damage beyond normal wear and tear, and part or all needs to be replaced prior to the anticipated five year service life, such replacement shall be paid on the basis of 50 percent (50%) by the COUNTY and 50 percent (50%) by the AGENCY. The COUNTY shall reimburse the AGENCY 25 percent (25%) for the cost of SCBAs placed on the COUNTY assigned reserve Medic One vehicles. Reserve vehicle SCBAs are subject to the other requirements of this paragraph using this 25 percent (25%) COUNTY reimbursement formula.
- J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of AGENCY issued clothing, including bunker gear, for each new paramedic hired. The AGENCY shall maintain and replace the issued clothing due to normal wear and tear or 10 years whichever comes first. If the issued clothing ensemble is destroyed or damaged beyond what can be considered normal wear and tear while conducting paramedic services, and requires replacement sooner than normally expected, the COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of such replacements. The COUNTY shall reimburse 100 percent (100%) of the cost of AGENCY required ballistic body armor for

personnel under this Contract. The AGENCY agrees to provide protective clothing which meets or exceeds current applicable NFPA, and/or WAC standards.

- K. The COUNTY shall reimburse 80 percent (80%) of the costs of annual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their firefighting personnel. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exams given to a paramedic candidate hired to fill a vacancy.
- L. The COUNTY shall reimburse the AGENCY for laundry expenses directly associated with providing paramedic personnel to meet contractual obligations (i.e., linens, bedding, coveralls). Reimbursement is based on the following formula: The product of total laundry costs multiplied by the ratio of paramedics to operations division personnel multiplied by 80%.

**CPI Escalation Clause:** In March of each year, the COUNTY shall adjust the lease amount for office space, vehicle storage, and medical supplies, per square foot, based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region, and shall notify the LESSOR of any change and adjust the rate of this contract retroactive to January 1 of the year. The rate shall be calculated for each calendar year of this agreement. This escalation clause solely applies to paragraphs M-O below:

- M. The COUNTY shall reimburse the AGENCY a total of \$6,585.60 annually for fire station building space dedicated to the Medic 3 and Medic 6 vehicles and backup vehicle(s). Reimbursement is based on the following formula for each unit's footprint and required setbacks as follows: *392 square feet (22 feet by 8 feet, and 3 foot setbacks on all sides) x \$0.70 per square foot x 2 vehicles x 12 months*.
- N. The AGENCY shall maintain approximately a thirty (30) day level of medical supplies and shall obtain new supplies from the COUNTY. The COUNTY shall reimburse the AGENCY \$1,008.00 annually for ALS supply storage space at one (1) fire station. Reimbursement is based on the following formula: *120 square feet X \$0.70 per square foot x 1 offices x 12 months*. The AGENCY shall keep records of medical supplies used in the thirty (30) day period and submit these records to the COUNTY on a monthly basis.
- O. The COUNTY shall reimburse the AGENCY \$1,441.60 annually for fire station office space dedicated for paramedic use, at one (1) fire station. Reimbursement is based on the following formula: *100 square feet x \$18.02 per square foot x 1 offices x 80%, per year*.
- P. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's mandatory monthly "in-service" lecture/run review, and when required by the Medical Program Director, or his designees, to attend trainings, which are in excess of the requirements for recertification through the Washington State Department of Health. (For Example: software training, medical equipment training, remedial education).



- Q. The COUNTY shall initiate authorization for payment after receipt of the AGENCY'S invoice required in Section IV.C., Section IV.E., and Section IV.F. of detailing reimbursement of eligible costs under this Contract and shall make payment to the AGENCY within thirty (30) days thereafter. The AGENCY shall provide appropriate documentation of requested costs.
- R. The COUNTY shall provide the AGENCY one annual reimbursement of \$20,000.00 per frontline paramedic unit to offset costs associated with managing the Medic 5 and Medic 14 paramedic units in the Medic 5 and Medic 14 paramedic zones. The total annual reimbursement shall be \$40,000.
- S. The COUNTY shall budget \$300,000 annually for paramedic-in-training support. Each of the three (3) EMS/ALS contract agencies shall be allowed two (2) paramedic-in-training positions annually but, by formal agreement between each AGENCY and the COUNTY, an agency may choose to release its annual paramedic-in-training position for use by another EMS/ALS contract AGENCY. The COUNTY shall reimburse the AGENCY incurring the cost for paramedic-in-training. The AGENCY shall submit the reimbursement claim on standard contract reimbursement forms identifying the approved paramedic-in-training by name. The AGENCY shall formally notify their ALS partner agencies of any unused positions. In the event a position shall be unused by any ALS agency, the COUNTY shall notify the EMS Council. These funds shall then become available to all Thurston County fire agencies for paramedic school support as provided for in EMS Council policy and procedure.

The COUNTY shall reimburse the AGENCY \$50,000 fixed payment in two equal installments, one at the beginning and one at completion. If the student is unsuccessful, the second half shall not be billed. To be eligible for the reimbursement, the AGENCY must demonstrate the following:

1. The student is currently employed by the AGENCY; and
2. Is up-to-date on training and is an affiliated Thurston County EMT; and
3. Has undergone an AGENCY designed and MPD approved selection process; and
4. Has successfully gained valid paramedic certification in Washington State; and
5. Has passed the Thurston County Medic One established evaluation process.

Should the AGENCY identify a paramedic candidate that is under contract with another place of employment as a result of an educational agreement, the AGENCY may use up to \$15,000 of their allotted training funds, identified herein, to apply toward the purchase of said paramedic candidate's contract (contract "buyout"). In order to be eligible for this reimbursement, the AGENCY must demonstrate that the candidate has completed items 1, 4, and 5 listed above.

- T. If the AGENCY employs more than the allotted (9.5) paramedics per Medic Unit, the COUNTY shall reimburse the AGENCY the wage differential between assigned position

levels and equivalent paramedic step salary for up to two (2) per medic unit. These paramedics are eligible for continuing medical education (CME) funds as allocated through the Medic One CME Fund policy and are eligible for 100% OT reimbursement for attending in-service.

- U. In the event that the AGENCY, or the COUNTY, needs to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited period of time, the allowance for a single paramedic unit with an EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic, extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operation of seven (7) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.

#### **V. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

- A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for at least three (3) years after its expiration. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

#### **VI. STANDARDS FOR PARAMEDIC TRAINING**

The AGENCY shall require each paramedic operating a COUNTY vehicle to be trained as prescribed in WAC 246-976. The AGENCY shall, upon completion of the initial training and renewal every three years, thereafter, provide the COUNTY documentation that each paramedic is in compliance with the aforementioned training standard.

**VII. ASSIGNMENT/SUBCONTRACTING**

- A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.
- C. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the COUNTY.

**VIII. FUTURE SUPPORT**

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract. All compensation methods and formulas shall be reviewed for appropriateness each contract period.

It is the expressed desire of the AGENCY to assure that the basic compensation formula (IV.B.) and any other methods and formulas in general, shall be made a part of any future contract negotiations. The AGENCY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract.

**IX. COMPLIANCE WITH LAWS**

The parties, in performance of this Contract, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

**X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES**

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

## **XI. RELATIONSHIP OF PARTIES**

- A. The parties agree that an independent contractor relationship is created by this Contract. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.
- B. The COUNTY shall not exercise control and direction over the work of the AGENCY and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.
- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY  
c/o MEDIC ONE ADMINISTRATOR  
THURSTON COUNTY MEDIC ONE  
2703 PACIFIC AVE SE, SUITE C  
OLYMPIA, WA 98501

FIRE CHIEF  
TUMWATER FIRE DEPARTMENT  
555 ISRAEL ROAD SW  
TUMWATER, WA 98502

- E. In the event that the COUNTY the AGENCY individually or collectively with other AGENCIES providing paramedic services under this contract have reached an impasse regarding a material portion of this contract, the COUNTY and the AGENCY/AGENCIES may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third-party entity shall be mutually agreed upon by all parties prior to engagement of the neutral third-party entity. Further, all parties shall agree to the purpose for which the neutral third-party entity shall be engaged and said purpose shall be reduced to writing and signed by all parties. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third-party fact-finding services and recommendation shall be borne equally by all parties involved.

**XII. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

**XIII. INDEMNIFICATION; HOLD HARMLESS**

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.
- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.
- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

**XIV. INSURANCE**

- A. The COUNTY shall for the duration of this CONTRACT, self-insure or provide insurance coverage for vehicle damage to all vehicles provided under Section I.C. of this Contract.
- B. The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expenses as it pertains to COUNTY-provided Medic Units and AGENCY-provided paramedic personnel as stipulated herein:
  - 1. Professional Legal Liability:  
The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage

shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the AGENCY'S services as defined by this Contract including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Contract.

2. **Commercial General Liability:**  
The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Contract or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
3. **Business Automobile Liability:**  
The AGENCY shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$2,000,000.00 each accident combined bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
4. **Worker's Compensation:**  
The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.
5. **Verification of Coverage and Acceptability of Insurers:**  
The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance contract shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
  - (a) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Thurston County Department of Human Resources  
 Attn: Thurston County Risk Manager  
 2000 Lakeridge Drive SW  
 Olympia, Washington 98502-6045

- (b) The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Office.
  - (c) The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
  - (d) The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having AM. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
6. Other Insurance Provisions:
- (a) The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.
  - (b) Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
  - (c) The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (d) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
  - (e) The AGENCY shall meet all of the insurance requirements in Sections 5. and 6. by its participation as a member of the Washington Cities Insurance Authority, which includes contractual liability coverage.
7. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of medical malpractice insurance premiums.
8. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of general and auto liability insurance premiums associated with this Contract.

9. The Agency shall submit to the Thurston County Medic One office an invoice executed in accordance with Exhibit "B" attached hereto, no later than November 1st for reimbursement of the cost of insurance as described in Section XIV.B.1. and Section XIV.B.2 and Section XIV.B.3. The AGENCY shall provide documentation with the invoice that supports the amount invoiced.
- C. In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in Subsection B, by proof of coverage afforded by the Washington Cities Insurance Authority (WCIA).

#### **XV. TREATMENT OF ASSETS**

- A. Title to all property furnished by the COUNTY shall remain in the name of the COUNTY.
- B. Title to all nonexpendable personal property and all real property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the COUNTY.
- C.1. The COUNTY shall be responsible for any loss or damage to property of the COUNTY incurred in the performance of the Contract which results from:
  - (a) Normal wear and tear;
  - (b) Road hazards not reasonably foreseeable;
  - (c) As among the parties to this Contract, the negligence of a person not a party to this Contract;
  - (d) Theft and vandalism.
- C.2. Any other loss or damage to property of the COUNTY incurred in the performance of this Contract shall be borne in the following manner:
  - (a) The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
  - (b) The COUNTY shall be responsible for the remainder.
- C.3. The AGENCY shall be responsible for any loss or damage to property of the COUNTY when such loss or damage results from:
  - (a) Willful misconduct or negligence on the part of the AGENCY or its employees.
  - (b) Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Contract.
- D. Upon the happening of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, whether or not covered by Section XV.C. of this Contract, the AGENCY shall take all reasonable steps to notify the Medic One Administrator, of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events



leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.

- E. The AGENCY shall surrender to the COUNTY all property of the COUNTY within fifteen (15) days after rescission, termination or completion of this Contract unless another date for surrender of said property is mutually agreed upon by the parties.

#### **XVI. SUSPENSION, TERMINATION AND CLOSE-OUT**

If either the AGENCY, or the COUNTY, fails to comply with the terms and conditions of this Contract, each may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

- A. **Suspension:** If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written notice of intent to suspend the Contract and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) days following written notification of suspension to the AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended and shall specify the effective date of the end of such suspension.
- B. **Termination for Cause by County:** If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination and shall set forth the reasons for termination. The COUNTY shall not give less than 60 days' notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
  2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XVI A.
- C. Termination for Cause by Agency: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.
- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated;
  2. By either party with the mutual consent of the other party, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.
- E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:
1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
  2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed.
  3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
  4. In the event a financial audit has not been performed prior to close out of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

**XVII. JURISDICTION**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the 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 Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington or either of the two nearest judicial districts pursuant to RCW 36.01.050.

**XVIII. SEVERABILITY**

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, 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 Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

**XIX. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract 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 is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

DATED: \_\_\_\_\_

CITY OF TUMWATER

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
CLERK CITY OF TUMWATER

APPROVED AS TO FORM:

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

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
INTERIM ASSISTANT DIRECTOR, Ben Miller-Todd  
THURSTON COUNTY EMERGENCY SERVICES

ATTEST:

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

JON TUNHEIM  
PROSECUTING ATTORNEY

  
\_\_\_\_\_  
By: Rick Peters, Deputy Prosecuting Attorney

**EXHIBIT A: SERVICES****I. SERVICE AREA**

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 5" and "Medic 14." The normal paramedic service area will be the areas known as the "Medic 5 Tumwater" zone and "Medic 14" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 5 (Station T-1) and Medic 14 (Station 1-1) zones. The COUNTY is required to notify the AGENCY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system and Medic Units will be considered a COUNTY resource for response and coordination purposes.

**II. SERVICES**

- A. The AGENCY shall provide four (4) Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedic" to staff two (2) ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day seven (7) days a week except as provided in Section IV(U) of the AGREEMENT. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.
  - 1. The requirements for a "Physician's Trained Mobile Intensive Care Paramedic" are defined under RCW 18.71.205 and Chapter 246-976 WAC.
  - 2. The requirements for an equipped ambulance are defined under Chapter 18.73 RCW and Chapter 246-976 WAC.
  - 3. The authority of the State designated supervising physician is defined under RCW 18.71.205 and Chapter 246-976 WAC.
- B. The AGENCY and the COUNTY are responsible for supplies, purchasing and ambulance maintenance as follows:
  - 1. The AGENCY shall purchase fuel, oil and other vehicle supplies for any vehicles provided under Section I.C of this Contract. The AGENCY shall either be reimbursed by the COUNTY or forward bills to the COUNTY for payment directly to the Supplier; depending on the convenience of the COUNTY.
  - 2. The AGENCY shall maintain records of fuel consumption.
  - 3. AGENCY shall accomplish or coordinate routine maintenance which is servicing of such vehicles of at least minimum level of the written specifications as provided by the manufacturer of the vehicle and shall coordinate with the COUNTY'S EVT (Emergency Vehicle Technician) contracted maintenance AGENCY to provide said maintenance. Reimbursement shall only be for services provided by other than paramedic personnel. The COUNTY'S maintenance

provider shall be the COUNTY'S designated EVT maintenance agency or a mutually acceptable alternative. Daily, weekly, and/or monthly inspections shall be completed according to AGENCY policy and made available to the COUNTY upon request.

4. The AGENCY shall coordinate repairs and maintenance of such vehicles other than routine as needed. Such services shall be coordinated with the COUNTY and the COUNTY shall be notified and must approve in advance, except under emergency conditions, any repair expected to exceed \$1,000.00. Request for payment shall be submitted to the COUNTY in a timely manner, not to exceed sixty (60) days after completion of work.

EXHIBIT B: INVOICING									
INTERGOVERNMENTAL CONTRACT									
INVOICE									
<b>VENDOR:</b>									
<b>CITY OF TUMWATER</b>					<b>THURSTON COUNTY MEDIC ONE</b>				
ATTN: FINANCE DEPT.					ATTN: SANDRA BUSH, ADMINISTRATIVE SUPERVISOR				
555 ISRAEL RD. SW					2703 PACIFIC AVENUE SE, SUITE C				
TUMWATER, WA 98501					OLYMPIA, WASHINGTON 98501				
Phone: 360.754.4130 Fax: 360.754.4138					Phone: 360.704.2784 Fax: 360.704.2781				
<a href="mailto:payroll@ci.tumwater.wa.us">payroll@ci.tumwater.wa.us</a>					E-mail: <a href="mailto:sandra.bush@co.thurston.wa.us">sandra.bush@co.thurston.wa.us</a>				
SERVICE DESCRIPTION					CODE		AMOUNT		
MEDICAL SUPPLIES*					28 531012				
EMPLOYEE UNIFORMS, BODY ARMOR*					28 531003				
ROUTINE LAUNDRY SERVICE - MONTHS(S) OF					28 541000				
FUEL/OIL - MONTH(S) OF					28 532000				
SCBA GEAR*					28 535000				
ADMINISTERED MEDICAL SERVICES*					28 541000				
STORAGE/SPACE REIMBURSEMENT - ALS Supply & Medic Unit Storage, PM Office Space 2022					25 545000				
LIABILITY INSURANCE*					25 546000				
MEDIC UNIT REPAIRS* - <b>PARTS ONLY</b>					28 531000				
MEDIC UNIT REPAIRS* - <b>LABOR ONLY</b>					28 548003				
BIO HAZARD REMOVAL*					28 549000				
80% PERSONNEL COSTS - MONTH OF					25 541000		#DIV/0!		
89% PERSONNEL COSTS - MONTH OF					25 541000		#DIV/0!		
100% DISABILITY OVERTIME COSTS - MONTH OF					25 541000		\$0.00		
100% OTHER OVERTIME COSTS - MONTH OF					25 541000		\$0.00		
100% INSERVICE OVERTIME COSTS - MONTH OF					25 541000		\$0.00		
BLS INVOICING					85 531000				
OTHER (DETAIL)									
OTHER (DETAIL) VEBA Semi-Monthly (next one in June)									
<b>*ATTACH COPIES OF PAID INVOICES FOR THESE ITEMS</b>					<b>INVOICE TOTAL:</b>		<b>#DIV/0!</b>		
<p>I, _____, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described above, and that the claim is a just, due and unpaid obligation against the County of Thurston, and that I am authorized to authenticate and certify to said claim.</p>									
Subscribed this _____ day of _____, 2022					for <b>CITY OF TUMWATER</b>				
					Contractor				
VOUCHER					APPROVED AND				
PREPARER					AUTHORIZED BY**				
					For Contractor				
MEDIC ONE					APPROVED AND				
AUDITOR					AUTHORIZED BY				
					For Medic One				
<b>INVOICES ARE DUE TO MEDIC ONE NO LATER THAN THE LAST DAY OF THE MONTH FOLLOWING THE CLOSE OF EACH PAY PERIOD</b>									
<b>**Original signature of ALS Contractor's chief officer, administrative or accounting supervisor required.</b>									

INTERGOVERNMENT ALS CONTRACT									
		<b>80% PERSONNEL COSTS</b>							
CONTRACTOR:		CITY OF TUMWATER							
MEDIC UNIT:		#5						MSO	
FOR THE MONTH OF:									
EMPLOYEE	SALARY	HOLIDAY PAY	BENEFITS	RETIREMENT	LONGEVITY	EMPLOYER PAID TAXES	SALARY ADJUSTMENTS	6% OT CAP	
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			#DIV/0!	#DIV/0!	0.00	#DIV/0!	0.00	#DIV/0!	#DIV/0!
Vacant MSO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS:	\$0.00	\$0.00	#DIV/0!	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	#DIV/0!
TOTAL PERSONNEL COSTS:									#DIV/0!
X .80 =									#DIV/0!
TRANSFER TOTAL TO 80% PERSONNEL COSTS' OF EXHIBIT 'B' - INVOICE									



INTERGOVERNMENTAL ALS CONTRACT									
89% PERSONNEL COSTS									
CONTRACTOR:		CITY OF TUMWATER							
MEDIC UNIT:		#14							
FOR THE MONTH OF:									
EMPLOYEE	SALARY	HOLIDAY PAY	BENEFITS	RETIREMENT	LONGEVITY	EMPLOYER PAID TAXES	SALARY ADJUSTMENTS	6% OT CAP	
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
			#DIV/0!	#DIV/0!		#DIV/0!		#DIV/0!	#DIV/0!
TOTALS:	\$0.00	\$0.00	#DIV/0!	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	#DIV/0!
TOTAL PERSONNEL COSTS:									#DIV/0!
								X .89 =	#DIV/0!
TRANSFER TOTAL TO 89% PERSONNEL COSTS' OF EXHIBIT 'B' - INVOICE									

INTERGOVERNMENTAL ALS CONTRACT					
100% DISABILITY OVERTIME PERSONNEL COSTS					
CONTRACTOR:		CITY OF TUMWATER			
FOR THE MONTH OF:					
EMPLOYEE	OVERTIME DATE(S)	EMPLOYEE COVERED	OVERTIME RATE	OVERTIME HOURS	TOTALS
			68.93		0.00
			67.58		0.00
			68.93		0.00
			67.58		0.00
			68.93		0.00
			58.35		0.00
TOTALS:			\$400.30		\$0.00
				100%	\$0.00
TRANSFER TOTAL TO 100% DISABILITY COSTS' OF EXHIBIT 'B' - INVOICE					

[illegible]

TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: November 1, 2022  
SUBJECT: Tacoma Community College Affiliation Agreement

---

1) Recommended Action:

Authorize the Mayor to sign the TCC Affiliation Agreement

---

2) Background:

For over 30 years the Tumwater Fire Department has been a training site for paramedic students from Tacoma Community College. As part of their training program, paramedic students are required to ride on a paramedic unit and work with a preceptor to develop their skills as a paramedic practitioner. Students are under direct supervision of a Tumwater Fire Department paramedic preceptor who monitors the student interaction with patients. A number of former TCC paramedic students have been hired as paramedic/firefighters in Thurston County, including several in Tumwater. The Fire Department supports this continued partnership which helps train paramedics who may serve our community.

---

3) Policy Support:

Strategic Priorities 2023-2024:  
Provide and Sustain Quality Public Safety Services

---

4) Alternatives:

☐ Do not authorize

---

5) Fiscal Notes:

Although no direct financial impact, the increased availability of candidates for paramedic positions may decrease employee costs created due to vacant positions.

---

6) Attachments:

A. Tacoma Community College Affiliation Agreement

## AFFILIATION AGREEMENT

This Agreement is made and entered into between **Tacoma Community College** ("**School**"), located at 6501 S. 19<sup>th</sup> St, Tacoma, Washington, 98466 and City of Tumwater by and through its Fire Department ("**Company**"), located at 555 Israel Rd SW Tumwater WA 98501. The purpose of this Agreement is for Company, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School's students. In consideration of the mutual covenants and agreements contained herein, School and Company agree as follows:

### I. GENERAL PROVISIONS

A. School and Company agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Company to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the clinical education program;
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education;
- Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. School and Company will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. School and Company will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Company.

D. There will be no payment of charges or fees between School and Company.

E. There will be no discrimination against any program participant or applicant under this Agreement on the basis of race, color, creed, religion, national origin, age, sex, honorably discharge veteran or military status, sexual orientation, marital status, genetic information, pregnancy, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability.

## **II. SCHOOL'S RESPONSIBILITIES**

A. School will provide information to Company concerning its curriculum and the professional and academic credentials of its faculty for the students at Company. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Company. School will be responsible for instruction and administration of the students' academic education program. School will notify Company in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School's faculty will meet with the Company clinical education Supervisor Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least four weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Company as set forth in this Agreement, prior to the arrival of students. School will notify Company in writing of any change or proposed change in a student's status.

D. School will obtain evidence of current immunizations against diphtheria, tetanus, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chickenpox will be advised to get an immune titer. School will require yearly PPD testing or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to Company regarding student status concerning the above requirements.

E. School will assign to Company only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of

completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

F. School shall ask each student who may be placed in Company to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to the School, and to authorize the School to transmit that record or copy thereof to Company. Before the start of training, School will provide Company with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Company. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Company, Company may conduct the background inquiry directly and the Company may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Company understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Company.

G. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Company. School will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Company as identified in section V. C. below prior to being admitted to the Company.

H. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

### **III. COMPANY'S RESPONSIBILITIES**

A. Company will provide students with a desirable clinical education experience within the scope of health care services provided by Company. Company will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Company will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Company will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. Company will provide students with access to sources of information necessary for the education program, within Company's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. Company will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Company will make available office and conference space for students and, if applicable, School faculty.

D. Company will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

E. Company retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

F. Company will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Company's clinical education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Company provides for School; however, Company reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the clinical education program at its facilities, Company will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of any and all care.

H. Except as provided in this Agreement, Company will have no obligation to furnish medical or surgical care to any student.

#### **IV. STUDENTS' STATUS AND RESPONSIBILITIES**

A. Students will have the status of learners and will not replace Company personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of Company during their clinical education program.



C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their clinical education program at Company.

D. Students assigned to Company will be and will remain students of School, and will in no sense be considered employees of Company. Company does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Company, nor will Company otherwise have any monetary obligation to School or its students by virtue of this Agreement.

## **V. INSURANCE AND INDEMNITY COVERAGE PROVISIONS**

A. Each party to this agreement agrees to defend, indemnify and hold the other party harmless for the acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

B. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

C. In order to be accepted at the Company, students will be required to have medical malpractice and general liability coverage, whether through the student medical malpractice and general liability policies offered by the State of Washington, Office of Financial Management, Risk Management division, or otherwise, while working in the Company.

D. Company maintains membership in the Washington Cities Insurance Authority (WCIA). Through its membership in WCIA, the Company maintains commercial general liability insurance coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals. Company shall provide School with proof of coverage upon request.

## **VI. TERM**

A. This Agreement shall be effective beginning July 1, 2022, for a term of three (3) years ("Initial Term"). The Agreement may be extended for two additional three year renewal terms by mutual written agreement of the parties. The Initial Term and any

Renewal Term will be collectively referred to herein as "Term". School and Company will jointly plan student placement in advance of each year's beginning, taking into account the needs of the school for clinical placement, maximum number of students for whom Company can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

## **VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS**

A. School certifies that it has trained each student it sends to Company in universal precautions and transmission of blood-borne pathogens, and that it will send to Company only students who have been trained in and have practiced using universal precautions. School has recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to Company. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Company will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at Company, Company agrees to provide the following services:

- Being seen by Company's employee health service and/or emergency department as soon as possible after the injury.
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The student will be responsible for the costs of any and all care, testing, counseling, and obtaining necessary follow-up care.

C. The source patient's HBV, HCV and HIV status will be determined by Company in the usual manner to the extent possible. Company does not accept liability for any illness or injury subsequent to such accidental exposure, except as otherwise provided in this Agreement.

## **VIII. MISCELLANEOUS PROVISIONS**

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments,

or understandings concerning the matters provided for herein.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Company, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

- (a) To School:  
Tacoma Community College  
6501 S. 19<sup>th</sup> St.  
Tacoma, WA 98466
- (b) To Training Site:  
City of Tumwater Fire Department  
555 Israel Rd SW,  
Tumwater WA 98501

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid.

F. Survival. School and Company expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said

provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

H. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

I. Inspection. Company will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. HIPAA. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Company will provide additional training on Company's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of Company. No protected healthcare information (PHI) is anticipated to be exchanged between Company and School. Solely for the purpose of defining students' role in relation to the use and disclosure of Company's PHI, students acting pursuant to this Agreement are defined as members of Company's workforce. However, School's students and faculty shall not be considered to be employees of Company.

H. FERPA. The Parties agree to protect the participating students' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this AGREEMENT but shall not disclose or share education records with any third party.

### **Tacoma Community College**

By \_\_\_\_\_  
 Krista Fox, Ed.D. (date)  
 Associate Provost and Dean for Health and Wellness

By \_\_\_\_\_  
 Marissa Schlesinger (date)  
 Provost and Vice-President for Academic Affairs

**City of Tumwater**

By \_\_\_\_\_  
 Debbie Sullivan (date)  
 Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**FIRST THREE-YEAR RENEWAL****SCHOOL****COMPANY**

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

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

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

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

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

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

**SECOND THREE YEAR RENEWAL****SCHOOL****COMPANY**

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

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

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

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

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

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

TO: City Council  
 FROM: Hanna Miles, Executive Assistant/Deputy City Clerk  
 DATE: November 1, 2022  
 SUBJECT: 2023 Community Human Services Program Funding

---

1) Recommended Action:

Approve the Budget and Finance Committee's recommendation for 2023 human services funding through the Community Human Services Program to be included in the City's budget.

---

2) Background:

The Budget and Finance Committee met on October 19, 2022, for applicant presentations and made the following recommendation: Big Brothers Big Sisters of Southwest Washington - \$3,000; Dispute Resolution Center of Thurston County - \$2,500; Family Support Center of South Sound - \$3,000; Garden-Raised Bounty (GRuB) - \$2,500; and SafePlace - \$4,000.

The Community Human Services Program (CHSP) is established to reserve a portion of funds for local organizations that provide human services to Tumwater residents but may not qualify as a regional priority. The same organization can apply through both the local and regional process but Tumwater requests that the organization apply to support a different program.

---

3) Policy Support:

Strategic Priorities and Goals 2021 – 2026

- Build a Community Recognized for Quality, Compassion and Humanity
    - Expand Partnerships and Collaborations with Targeted Providers to Improve and Strengthen Social Service Networks
- 

4) Alternatives:

Some other course of action.

---

5) Fiscal Notes:

Six applicants requested a total of \$28,500.00. One of those applicants secured funding elsewhere and withdrew their application. For 2023, the City of Tumwater has set aside \$15,000.00 for the local Community Human Services Program. Tumwater contributes to the regional program through a function of sales tax and paid \$46,527.00 for regional human services in 2022.

---

6) Attachments:

- A. 2021-2022 Community Human Services Program Funding History and 2023 Funding Recommendations
- B. 2023 Community Human Services Program (CHSP) Summary Sheet

\*Complete applications may be viewed at:

<https://meetings.municode.com/adaHtmlDocument/index?cc=TUMWATER&me=273459d26b6944f4b7cae061246d3832&ip=True>

## CITY OF TUMWATER

## 2021-2022 Community Human Services Program Funding History and 2023 Funding Recommendations

AGENCY	2021 REQUEST	2021 FUNDED	2022 REQUEST	2022 FUNDED	2023 REQUEST	2023 BUDGET & FINANCE COMMITTEE RECOMMENDS
Big Brothers Big Sisters of Southwest Washington	\$5,000	\$4,500	did not apply	did not apply	\$5,000	\$3,000
Dispute Resolution Center	\$4,000	\$3,500	\$4,000	\$4,000	\$4,500	\$2,500
Family Education and Support Services	did not apply	did not apply	did not apply	did not apply	\$5,000	RECEIVED FUNDING ELSEWHERE – WITHDREW APPLICATION
Family Support Center of South Sound	\$4,000	\$4,000	\$4,000	\$4,000	\$5,000	\$3,000
Garden-Raised Bounty	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$2,500
SafePlace	did not apply	did not apply	\$6,000	\$4,000	\$6,000	\$4,000
TOTAL	\$16,000	\$15,000	\$17,000	\$15,000	\$28,500	\$15,000

“did not apply” means the organization did not submit an application specific to Tumwater’s local Community Human Services Program. It does not mean that the organization did not receive funds from the City of Tumwater. The organization may have applied through the regional funding process and received funds; or they may have a service provider agreement directly with the City for funds.

## 2023 Community Human Services Program (CHSP) Summary Sheet

APPLICANT	USE OF FUNDS	REQUEST
Big Brothers Big Sisters of Southwest Washington 2424 Heritage Court SW, #302 Olympia, WA 98502	Funds from the City of Tumwater grant would be used to expand Big Brothers Big Sisters of Southwest Washington's (BBBS) Site-Based mentoring program in the Tumwater School District, where both middle and high school youth would benefit from one-to-one mentorship. The two major types of match meet-ups focused on are Site-Based and Community-Based. The Site-Based program has Bigs and Littles meeting at a local community center or virtually, typically one-hour a week after school. This allows matches to build a friendship within a structured setting with professional staff support nearby. Activities follow a curriculum focusing on STEAM activities, diversity, career exploration, social-emotional skill building, and healthy relationship development. If the grant request is received, BBBS would put the money toward staff salaries, specifically a Match Support Specialist, which would allow BBBS to increase the amount of matches between underserved youth and trained adult mentors. At a cost of \$400-500 per match, general operating funds would be instrumental in helping to reach the goal of establishing ten new Site-Based matches in the Tumwater School District by the end of the funding cycle in 2023.	\$5,000  <b><i>Committee Recommends \$3,000</i></b>
Dispute Resolution Center of Thurston County (DRC) PO Box 6184 Olympia, WA 98507	Funds from the City of Tumwater contribute to the DRC Conflict Resolution Resource Line. Neighbor-to-neighbor disputes, homeowner association disputes, personal property disputes, and others can often be resolved with a call to the DRC. The Resource Line is a no-cost service for people who can call in to speak with trained conciliators who provide conflict coaching, information, referrals, and arrange face-to-face mediations. The Conflict Resolution Resource Line provides services at a fraction of the cost that jurisdictions would pay when conflict rises to the level of city and county staff, code enforcement officers, and local police. All residents of Thurston and south Mason counties, including Tumwater, have access to DRC services. DRC services are offered on a sliding scale fee basis because our goal is to support people in need of conflict solutions that are affordable for everyone. DRC has longstanding experience delivering services in communication, conflict resolution, and facilitation. DRC's goal is to help our community communicate and resolve differences with civility and respect.	\$4,500  <b><i>Committee Recommends \$2,500</i></b>
Family Education and Support Services 6840 Capitol Blvd., Building #3 Tumwater, WA 98501	Funds will be used to support Family Education and Support Services (FESS) provision of two six-week series of prevention based parenting programs called "Guiding Good Choices". Working closely with the Boys and Girls Club and the Tumwater School district, FESS plans to offer the series targeting the reduction of youth substance abuse. FESS will make every effort to prioritize vulnerable families in collaboration with community partners. Both series of classes will be held in Tumwater; one in January and the other in June 2023; partnering with Tumwater businesses and resources. The goal in offering this program is to prevent future youth substance abuse issues, smoking/vaping, and to improve family well-being by promoting parent/caregiver family management skills, communication and connection to each other, and to community resources.	\$5,000  <b><i>Withdrew application – received funding elsewhere</i></b>



<p>Family Support Center of South Sound 3545 7<sup>th</sup> Avenue SW, Suite 200 Olympia, WA 98502</p>	<p>Funds will be used for the Family Resource Services (FRS) Program. FRS is a prevention focused support program that affords any family with children walk-in services provided by a trained Family Resource Navigator. Though it is cheaper to prevent someone from becoming homeless, there are not nearly as many programs and resources for families who are facing a housing crisis but not yet literally homeless. With support from the City of Tumwater, the FRS program provided support to more than 320 households last year. These are families who would have been evicted within 14 days, did not have the resources to secure new housing, or were sharing housing. The FRS Navigator works to mitigate any crisis they are experiencing to best meet the needs of the family and may directly meet that need through internal financial resources (utility assistance, eviction assistance, application fees), physical items (children's supplies, basic need items), or by directly connecting the household to a community resource. On average, 25 households per day reach out to FSC seeking services offered by the FRS Program (via phone, social media, email, and walk-in). With the current capacity, the FRS program serves 350+ households annually.</p>	<p>\$5,000</p> <p><b><i>Committee Recommends \$3,000</i></b></p>
<p>Garden-Raised Bounty (GRuB) 2016 Elliott Avenue NW Olympia, WA 98502</p>	<p>Funds will continue to support the GRuB Garden Project (GGP). GRuB will be able to support six gardens serving households in Tumwater for \$3,000.00, depending on the number of applications GRuB receives. Well into the third year of COVID-19, many individuals are still facing issues due to the pandemic (such as job loss, isolation, illness, housing, and food insecurity). There continues to be a strong need for increased food security and increased well-being in and beyond our community. Each season, GGP brings home gardens, training, and resources to anywhere between 35-100 low-income households (funding dependent). Each garden is filled with weed-free, high organic-content soil, and GRuB distributes seeds, vegetable starts, gardening guides, and provides one-on-one monthly gardening mentorship. Throughout the year, GRuB also provides free workshops on topics such as sustainable gardening practices, garden planning, weeding, harvesting, and cooking. GRuB's goal is to work toward a just and sustainable local food system where all low-income and food-insecure people have access to quality, culturally-appropriate food, and healing gardening space. GRuB creates opportunities for gardeners and veterans to become leaders in the local food movement – working to address hunger and move toward a more sustainable food production system in Thurston County.</p>	<p>\$3,000</p> <p><b><i>Committee Recommends \$2,500</i></b></p>
<p>SafePlace 521 Legion Way SE Olympia, WA 98501</p>	<p>Funds will be used to support community advocacy clients which is generally in the form of some type of custom solution for survivors and their children to seek safety and stability from an abusive situation. Sometimes it is help with a utility bill at a new apartment, a mechanical fix or a fuel card that is the only obstacle from getting a family to safety. Having this support to provide these crucial services leverages the program already in place with resources to give additional Tumwater survivors and their children the assistance they otherwise would not receive due to lack of available funding. SafePlace works for societal change to prevent sexual and domestic violence while offering crisis intervention, education, and long-term advocacy services. SafePlace is the only dual service provider for Domestic Violence and Sexual Assault services in Thurston County, operates the only Emergency Shelter for Domestic Violence survivors in Thurston County, and a 24/7 crisis call line.</p>	<p>\$6,000</p> <p><b><i>Committee Recommends \$4,000</i></b></p>

TO: City Council  
 FROM: Dan Smith, Water Resources and Sustainability Director  
 DATE: November 1, 2022  
 SUBJECT: Department of Ecology Grant Agreement OTGP -2022-Tumwat-00102

---

1) Recommended Action:

Staff requests City Council approve and authorize the Mayor to sign the Department of Ecology Grant Agreement OTGP -2022-Tumwat-00102 for the Deschutes River Flood Reduction Study.

---

2) Background:

The City has been awarded a grant from the WA Department of Ecology for Fiscal Year 2023, which provides funding for the City to complete a comprehensive study of flood and erosion risks along the Deschutes River. Staff is coordinating with consulting firms Greer Environmental and Stantec to better understand flood conditions along the lower Deschutes River, from Henderson Blvd to Brewery Park at Tumwater Falls and develop recommendations to reduce the associated impacts. The study includes work to document existing conditions and factors adding to flooding and erosion problems, consider development feasibility, review permit requirements for potential development efforts, and outline considerations for mitigation. The agreement was recommended for approval by the Public Works Committee at their October 20, 2022 meeting.

---

3) Policy Support:

Strategic Priority A – Pursue Targeted Community Development Opportunities, specifically

- Facilitate brewery redevelopment

Strategic Priority F – Be a Leader in Environmental Sustainability, specifically

- Enhance salmon runs

---

4) Alternatives:

☐ Request changes to the proposed grant agreement.

---

5) Fiscal Notes:

Tumwater received a \$250,000 Washington State Legislature budget proviso for Fiscal Year 2023 for this study. The City negotiated a scope of services with Stantec to assist in the completion of this work, estimated to cost \$277,361. \$75,000 has been allocated to this project in the 2022-2027 Capital Facilities Plan, identified as SD-21 Deschutes River Flood Reduction and Erosion Study. This project is funded by the Storm Drain Fund.

---

6) Attachments:

A. Department of Ecology Grant Agreement OTGP -2022-Tumwat-00102



## Agreement No. OTGP-2022-Tumwat-00102

### ONE TIME GRANT PROGRAM AGREEMENT

#### BETWEEN

#### THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### AND

#### CITY OF TUMWATER

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Tumwater, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

### GENERAL INFORMATION

Project Title:	Deschutes River Flood and Erosion Reduction Study
Total Cost:	\$300,000.00
Total Eligible Cost:	\$250,000.00
Ecology Share:	\$250,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Ecology Grant

#### Project Short Description:

The City of Tumwater (RECIPIENT) received a Washington State Legislature (ESSB 5693) budget proviso for Fiscal Year 2023 to study flooding and erosion along the lower Deschutes River in Tumwater. The study includes describing existing conditions and factors adding to flooding and erosion problems; identifying alternatives to reduce/eliminate flooding and erosion, permit actions; development feasibility; and preliminary designs for flood mitigation and riparian area/habitat improvement.

#### Project Long Description:

The Deschutes River watershed is made up of 143 streams totaling 256 linear miles. The main stem of the Deschutes flows 52 miles from its headwaters before reaching Capitol Lake and eventually the Puget Sound. The lower ten miles of the Deschutes River runs through the middle of the city of Tumwater and its highly urbanized area. This area serves as a centerpiece for much of Tumwater’s past and present, necessitating strategic planning to manage economic and

Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

environmental interests in the area.

The Deschutes River is the most flood-prone in Thurston county, which has declared a state of emergency due to flooding 17 times between 1965 and 2017. This project will seek to learn more about the present state of the river, development potential, and mitigation needed to continue to create a balance between environmental and urban needs in this area.

This project will focus on the Deschutes River between Brewery Park at Tumwater Falls and Henderson Boulevard. This project will build off of other habitat restoration and enhancement projects within the watershed to reduce erosion and manage flooding, including the Pioneer Park Riparian Restoration Project currently underway. In addition, Tumwater has been growing and expanding economically within the area with the development of the Craft Brewing and Distilling District and transportation improvements planned for the coming years, including the E Street Connection.

The RECIPIENT is seeking to learn more about current flood conditions and what possibilities the area holds for future development and flood mitigation. This project will develop solutions to flooding and erosion along the lower Deschutes River. The study includes work to describe existing conditions and critical factors contributing to flooding and erosion problems; identification, evaluation, and comparison of conceptual alternatives to reduce/eliminate flooding and erosion; identification of required permit actions; development feasibility; and preliminary designs for flood mitigation and riparian area/habitat improvement.

This project will help the RECIPIENT to balance the urban and environmental needs along the Deschutes River area and create a thriving area for residents, tourists, businesses, and wildlife alike.

#### Overall Goal:

The goal of this project is threefold. First, to better understand the current flood and erosion risks within the project area, between Brewery Park at Tumwater Falls and Henderson Boulevard. Second, to determine required mitigation needs to provide development interests a clearer understanding of impacts within the project area, including current regulations, necessary permits, and costs related to necessary mitigation of flooding impacts. And lastly, to determine alternatives and options to mitigate flooding and erosion and improve riparian conditions and habitat within the project area.

Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

## RECIPIENT INFORMATION

Organization Name: City of Tumwater

Federal Tax ID: 91-6001520  
UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW  
Tumwater, WA 98501

Physical Address: 555 Israel Road SW  
Tumwater, Washington 98501

## Contacts

Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

<b>Project Manager</b>	Dan Smith Director  555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140
<b>Billing Contact</b>	Christina Choate Accountant  555 Israel Road SW Tumwater, Washington 98501 Email: cchoate@ci.tumwater.wa.us Phone: (360) 754-4180
<b>Authorized Signatory</b>	Dan Smith Director  555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140

Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Shorelands  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Shorelands  
300 Desmond Drive SE  
Lacey, WA 98503

## Contacts

<b>Project Manager</b>	Alex Rosen  PO Box 47775 Olympia, Washington 98504-7775 Email: ALER461@ecy.wa.gov Phone: (360) 810-0027
<b>Financial Manager</b>	Layne Slone Financial Manager  PO Box 47600 Olympia, Washington 98504-7600 Email: lnak461@ecy.wa.gov Phone: (360) 867-8171

Agreement No: OTGP-2022-Tumwat-00102  
 Project Title: Deschutes River Flood and Erosion Reduction Study  
 Recipient Name: City of Tumwater

## AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
 Department of Ecology

City of Tumwater

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

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

Joenne McGerr

Date

Dan Smith

Date

Shorelands

Director

Program Manager

Template Approved to Form by  
 Attorney General's Office



Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

Debbie Sullivan

\_\_\_\_\_  
Mayor Date

Agreement No: OTGP-2022-Tumwat-00102  
 Project Title: Deschutes River Flood and Erosion Reduction Study  
 Recipient Name: City of Tumwater

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$15,000.00**

Task Title: 1. Project Administration/Management

### Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and inter-local agreement requirements; application of, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designee; the department; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The recipient must carry out this project in accordance with any completion dates outlined in this agreement. Budget deviations are allowed between budget objects, e.g., the RECIPIENT may spend less money on one task and more on another, but under no circumstances may the RECIPIENT exceed the total project cost. The approval of the ECOLOGY Project Manager is required for this deviation.

### Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

### Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly Payment Requests/Progress Reports (PRPRs), and a Recipient Close Out Report. Properly maintained project documentation.

Recipient Task Coordinator: Dan Smith

### **1. Project Administration/Management**

#### **Deliverables**

Number	Description	Due Date
1.1	Quarterly Payment Requests / Progress Reports (PRPRs) submitted in EAGL.	
1.2	Recipient Close Out Report (RCOR) submitted in EAGL.	06/30/2023

Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$29,000.00

Task Title: 2. Literature Review & Project Conceptualization

### Task Description:

A. The RECIPIENT's hired consultant, Stantec, will be responsible for reviewing existing and available reports covering the study area focused on redevelopment, flooding, water quality, erosion, and aquatic habitat. The scope for this task includes:

1. Review and summarize previously completed H/H reports, studies, and design packages completed within the study area, to be included in the Flood Reduction and Redevelopment Report in Task 5.

i. Deschutes Valley Master Plan studies/reports/plans

a. Deschutes Valley Master Plan, Geomorphic and Hydrologic Analysis (June 18, 2014, Revision)

b. Deschutes Valley Master Plan, Existing Conditions Hydraulic Modeling (June 18, 2015, Revision)

c. Deschutes Valley Property Master Plan, Hydraulic Modeling Interim Project Summary (August 17, 2016)

ii. As-built and/or design plans for Henderson Blvd Bridge and Tumwater Falls Dam

2. Review and summary of land use options and zoning within the project area based on current local, regional, state, and federal regulations; and a comprehensive review and summarization of necessary permits to develop in the project area, to be included in the Flood Reduction and Redevelopment Report in Task 5 (Deliverable 5.2).

3. GIS Mapping of land ownership for flood mitigation and redevelopment.

### Task Goal Statement:

To gain a thorough understanding of past and current conditions within the study area to help inform next steps as the RECIPIENT works towards reducing flooding and erosion along this stretch of the Deschutes River. In addition, the goal is to determine the current development feasibility within the project area.

### Task Expected Outcome:

Summarization of previous studies on flooding and erosion along with a comprehensive understanding of land use and zoning options within the study area.

GIS Map of land ownership for flood mitigation and redevelopment.

Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

Recipient Task Coordinator: Dan Smith

## 2. Literature Review & Project Conceptualization

### Deliverables

Number	Description	Due Date
2.1	Copy of signed consultant contract. Upload to EAGL and notify ECOLOGY Project Manager.	
2.2	GIS Map. Upload to EAGL and notify ECOLOGY Project Manager.	

Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$18,000.00

Task Title: 3. Data Gathering & Gap Analysis

### Task Description:

A. The RECIPIENT will meet requirements in section 12. Environmental Data Standards of the Agreement General Terms and Conditions for a Quality Assurance Project Plan (QAPP) or QAPP waiver; Environmental Information Management (EIM) database; and GIS data.

B. The RECIPIENT will complete data gathering and a gap analysis to support the overall project effort as described below:

#### 1. Review Available Data and Complete Gap Analysis

##### a. Best-available LiDAR

b. All other hydraulic related data including but not limited to FEMA approved hydraulic models of the Deschutes River, the previous River2D model, and land cover classification datasets.

c. Scope Development for Acquisition of Additional Data as identified.

d. As-built and/or design plans for Henderson Blvd Bridge and Tumwater Falls Dam.

#### 2. Complete Study Area field survey

a. The survey will consist of 10 transects. Transects will be taken at approximately every 1,000 feet outside of the area not part of the existing River2D model. The survey will cover the channel area below top of bank only and LiDAR data will be used in overbank areas.

b. Taking field measurements of the Henderson Blvd Bridge as needed. Field measurements include but are not limited to pier widths, pier spacing, and abutment spacing.

c. Formatting survey data to be GIS-compatible.

### Task Goal Statement:

To review and collect all necessary data to create accurate hydraulic modeling for the project area.

### Task Expected Outcome:

Interim information can be provided including sketches of survey results, GIS-compatible data of the survey results, and XYZ information for the 10 transects.

Agreement No: OTGP-2022-Tumwat-00102  
 Project Title: Deschutes River Flood and Erosion Reduction Study  
 Recipient Name: City of Tumwater

Recipient Task Coordinator: Dan Smith

### 3. Data Gathering & Gap Analysis

#### Deliverables

Number	Description	Due Date
3.1	QAPP, mini QAPP, or QAPP waiver. Submit to ECOLOGY per Section 12. Environmental Data Standards of the Agreement General Terms and Conditions. Upload to EAGL and notify ECOLOGY Project Manager.	
3.2	Digital delivery of all data including GIS-compatible data. Upload to EAGL and notify ECOLOGY Project Manager.	

Agreement No: OTGP-2022-Tumwat-00102  
 Project Title: Deschutes River Flood and Erosion Reduction Study  
 Recipient Name: City of Tumwater

## SCOPE OF WORK

Task Number: 4 **Task Cost:** \$90,000.00

Task Title: 4. Hydraulic Modeling & Reporting

### Task Description:

- A. The RECIPIENT will create a HEC-RAS 2D model of the existing conditions in the project area.
- B. The RECIPIENT will then modify the existing conditions model as an initial step to evaluate reduction in flooding in the project area.
- C. The RECIPIENT will then complete a Flood Reduction Modeling Technical Memorandum summarizing the results for the HEC-RAS 2D modeling (existing conditions and flood reduction conditions), as well as the feasibility of development within the project area.

### Task Goal Statement:

To model the current state of the Deschutes River through the project area and to provide modeling of potential flood mitigation efforts and the affect if could have on flooding in the study area.

### Task Expected Outcome:

The expected outcomes of this task include multiple HEC-RAS 2D models, for current conditions, as well as potential mitigation conditions and a Flood Reduction Modeling Technical Memorandum explaining results and recommending next steps in the project area.

Recipient Task Coordinator: Dan Smith

## 4. Hydraulic Modeling & Reporting

### Deliverables

Number	Description	Due Date
4.1	Input and output files for all HEC-RAS modeling. Save in EAGL-compatible format, and upload to EAGL. Notify ECOLOGY Project Manager.	
4.2	Flood Reduction Modeling Technical Memorandum. Upload to EAGL and notify ECOLOGY Project Manager.	

Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

## SCOPE OF WORK

Task Number: 5 **Task Cost: \$98,000.00**

Task Title: 5. Conceptual Design Packages

### Task Description:

A. The RECIPIENT and consultant will develop conceptual plans for up to (3) feasible flood reduction and habitat improvement concepts, rank the concepts based on opportunities and costs, select an alternative and further refine it for presentation purposes, and complete reporting for the project. The following work will be included in Deliverable 5.2.

1. Complete up to (3) feasible conceptual alternative plans based on the results of hydraulic modeling under Task 4. This work will be focused on City Parks Property (Pioneer Park and the Golf Course) and specific parcels controlled by the city as listed below for redevelopment activities:

a. 09470021000, 09470045000, 09470003000, 09470046000, 09470051001

2. Complete Alternative Ranking Matrix based on the Costs and Benefits of the Alternatives and Select a Preferred Alternative.

3. Develop Conceptual Plan of the Preferred Alternative for Presentation Purposes

a. Identify required permits and complete preliminary planning level cost estimate for the preferred alternative.

4. Complete Flood Reduction and Redevelopment Report to present the results of the effort as described under Tasks 2 through 5.

### Task Goal Statement:

The goal of this task is to create three conceptual plans to reduce flooding for redevelopment of downstream parcels.

### Task Expected Outcome:

The expected outcome for this task is a Flood Reduction and Redevelopment Report that would allow future potential developers to understand the scope and cost of completing mitigation work before being able to build within the project area.



Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

Recipient Task Coordinator: Dan Smith

## 5. Conceptual Design Packages

### Deliverables

Number	Description	Due Date
5.1	Meeting agendas and attendance log(s) for the stakeholder engagement sessions. Upload to EAGL and notify ECOLOGY Project Manager.	
5.2	Flood Reduction and Redevelopment Report. Upload to EAGL and notify ECOLOGY Project Manager.	

Agreement No: OTGP-2022-Tumwat-00102  
 Project Title: Deschutes River Flood and Erosion Reduction Study  
 Recipient Name: City of Tumwater

## BUDGET

### Funding Distribution EG230036

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: FY2023 Flood Proviso      Funding Type: Grant  
 Funding Effective Date: 07/01/2022      Funding Expiration Date: 06/30/2023

Funding Source:

Title: General Fund - State (SEA)  
 Fund: FD  
 Type: State  
 Funding Source %: 100%  
 Description: FY2023 Flood Provisos; MIC: E42041H2; PIC: E4204; Fund: General Fund 001 ;  
 EAI: 1H2

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

FY2023 Flood Proviso	Task Total
1. Project Administration/Management	\$ 15,000.00
2. Literature Review & Project Conceptualization	\$ 29,000.00
3. Data Gathering & Gap Analysis	\$ 18,000.00
4. Hydraulic Modeling & Reporting	\$ 90,000.00
5. Conceptual Design Packages	\$ 98,000.00

**Total: \$ 250,000.00**

Agreement No: OTGP-2022-Tumwat-00102  
 Project Title: Deschutes River Flood and Erosion Reduction Study  
 Recipient Name: City of Tumwater

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
FY2023 Flood Proviso	0.00 %	\$ 0.00	\$ 250,000.00	\$ 250,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 250,000.00</b>	<b>\$ 250,000.00</b>

### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

See Attachment A. FY2023 Flood Provisos - Special Terms and Conditions.

### **SPECIAL TERMS AND CONDITIONS**

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Washington Department of Ecology

Agreement No: OTGP-2022-Tumwat-00102

Project Title: Deschutes River Flood and Erosion Reduction Study

Recipient Name: City of Tumwater

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

Agreement No: OTGP-2022-Tumwat-00102  
 Project Title: Deschutes River Flood and Erosion Reduction Study  
 Recipient Name: City of Tumwater

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
    - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Washington Department of Ecology

Agreement No: OTGP-2022-Tumwat-00102

Project Title: Deschutes River Flood and Erosion Reduction Study

Recipient Name: City of Tumwater

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Washington Department of Ecology

Agreement No: OTGP-2022-Tumwat-00102

Project Title: Deschutes River Flood and Erosion Reduction Study

Recipient Name: City of Tumwater

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Washington Department of Ecology

Agreement No: OTGP-2022-Tumwat-00102

Project Title: Deschutes River Flood and Erosion Reduction Study

Recipient Name: City of Tumwater

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.



Agreement No: OTGP-2022-Tumwat-00102  
 Project Title: Deschutes River Flood and Erosion Reduction Study  
 Recipient Name: City of Tumwater

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

Washington Department of Ecology

Agreement No: OTGP-2022-Tumwat-00102

Project Title: Deschutes River Flood and Erosion Reduction Study

Recipient Name: City of Tumwater

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

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

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: OTGP-2022-Tumwat-00102  
 Project Title: Deschutes River Flood and Erosion Reduction Study  
 Recipient Name: City of Tumwater

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: OTGP-2022-Tumwat-00102  
Project Title: Deschutes River Flood and Erosion Reduction Study  
Recipient Name: City of Tumwater

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

TO: City Council  
FROM: James Trujillo, Administrative Service Director  
DATE: November 1, 2022  
SUBJECT: Interlocal Agreement with Department of Enterprise Services for DEI Pilot Training

---

1) Recommended Action:

- A. Approve Interlocal agreement with the Washington State Department of Enterprise Services (DES) for Diversity, Equity and Inclusivity (DEI) training.
- 

2) Background:

The City's Administrative Services Department (ASD) has developed in coordination with DES a pilot DEI training course that may be used in the future as part of training for all City staff. The training is relatively low cost and will be partially reimbursed by WCIA training funds available to the City. This program is being piloted in the Parks Maintenance.

---

3) Policy Support:

City Policy 3.18 supports learning and development for all staff. In addition, the City has taken a concerted effort to enhance efforts in learning and development regarding equity, diversity and inclusivity matters.

---

4) Alternatives:

- ☐ Reject the request
- 

5) Fiscal Notes:

The pilot will cost \$3,916 for two training courses. The cost is driven by the customization requested by the City. 50%-75% of the cost will be reimbursed by WCIA.

---

6) Attachments:

- A. Interlocal Agreement with Department of Enterprise Services for DEI Pilot Training

DES Interagency Agreement No.

SA00040074

September 14, 2022

**INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES  
AND  
CITY OF TUMWATER**

**THIS AGREEMENT** is made and entered into by and between the Department of Enterprise Services, Workplace Learning & Performance, Learning Solutions Team, referred to as "DES" and the City of Tumwater, hereinafter referred to as "AGENCY" pursuant to the authority granted by Chapter 39.34 RCW.

1. IT IS THE PURPOSE OF THIS AGREEMENT to provide training as per Attachment 1 - Schedule of Services and Compensation.
2. Agency's total cost for services contained in this Interagency Agreement - \$3,916.00
3. If any modifications to this agreement are needed, AGENCY must notify DES on or before cancellation date noted in Attachment 1 – Schedule of Services and Compensation. Modifications may incur additional cost to the AGENCY. Failure to notify DES by noted date may result in the AGENCY being charged the contracted amount.
4. For all In-person classes, AGENCY is solely responsible for implementing a COVID-19 safety protocol according to the most up-to-date Healthy Washington recommendations ([Roadmap to Recovery](#)).

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree as follows:

**1. STATEMENT OF WORK**

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement

DES is responsible for:

- A. Assisting in the coordination and delivery of the classes listed in this Agreement;
- B. Providing the facilitator, who will supply all course materials, Zoom links, and maintain a class roster for the class;
- C. Overseeing Facilitator's contracts and related payments;
- D. Sending LMS generated participant confirmation letters, if pre-registered by the AGENCY;
- E. Updating participants' completions in the LMS if the agency provides participant personnel ID numbers.

AGENCY is responsible for:

- A. Prior to signing the agreement, the AGENCY is responsible for communicating any course customization needs with the facilitator;
- B. Providing reasonable accommodations if persons with disability are attending the class; per the EEOC Guidelines on Reasonable Accommodations, the AGENCY is responsible for providing reasonable accommodation requests to support their participants; DES must be notified of any reasonable accommodation requests no later than the agreement's cancellation date;
- C. Communicating with the facilitator on classroom and equipment needs prior to the agreement's cancellation

date.

D. Ensuring staff members are registered for the training(s) within LMS prior to the class start date.

DES must be notified on or before the cancellation date noted in the Attachment 1 - Schedule of Services and Compensation, if any changes to this Agreement are needed. Failure to notify DES of changes may result in the AGENCY being charged for costs that are not recoverable.

## 2. **CONSIDERATION**

The AGENCY shall pay DES an amount not to exceed as per Attachment 1 – Schedule of Services and Compensation for the performance of all things necessary or incidental to, the work set forth in the Attachment 1 - Schedule of Services and Compensation. Total costs shall not be increased except by an Amendment to this Agreement.

DES charges the AGENCY a contract administration fee for use of DES established Training Contracts. The cost per session fee is based on the Contractor's Training Contract rate, plus DES's contract administration fee.

## 3. **BILLING PROCEDURE**

DES shall submit invoices to the AGENCY upon completion of training class. The invoice will indicate clearly that it is for the services rendered in performance under this Agreement and shall reflect the Agreement number.

The AGENCY will promptly notify DES in writing of disputes regarding invoices, or of services which the AGENCY believes do not conform to this Agreement, within thirty (30) days of receipt of invoice. Failure to give written notice within thirty (30) days after receipt of invoice constitutes waiver of any objection to services or invoices.

## 4. **PAYMENT PRODECURE**

The AGENCY will remit payment to DES within thirty (30) days of receipt of a properly executed invoice.

A late payment charge may be applied to any remaining balance sixty (60) days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of one percent (1%) per month.

## 5. **AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified or amended by written agreement executed by both parties.

## 6. **CONTRACT MANAGEMENT**

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

## 7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.



8. **TERMINATION**

Either party may terminate this Agreement upon 10-days prior to the cancellation date noted on Attachment 1 – Schedule of Services and Compensation by written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**EXECUTION**

We, the undersigned, agree to the terms of the foregoing Agreement.

**Department of Enterprise Services**

**City of Tumwater**

*Renee West*

Signature

Renee West

Learning Solutions Consultant

September 15, 2022

Date

Signature

Name

Title

Date

Approved as to Form:

City Attorney

**SCHEDULE OF SERVICES AND COMPENSATION**

AGENCY NAME: City of Tumwater

AGREEMENT NUMBER: SA00040074, Attachment #1, Version # 1

**Date: September 13, 2022**

COURSE TITLE	INSTRUCTOR	CLASS CODE	DATES	TIMES	CITIES	COST PER SESSION	CANCEL DATE	CONTACT PERSON
Diversity and Inclusion (1/2 Day) - Virtual or In-person	Betsy BeMiller	01-14-ER08-11197	Nov 09, 2022	9:00AM - 4:00PM	Virtual	\$2,558.00	10/24/2022	R. West
Diversity and Inclusion (1/2 Day) - Virtual or In-person	Betsy BeMiller	01-14-ER08-11198	Nov 15, 2022	9:00AM - 2:00PM	Virtual	\$1,358.00	10/27/2022	R. West

Agreement Total: **\$3,916.00**

TO: City Council

FROM: John Doan, City Administrator  
Austin Ramirez, Economic Development Program Manager

DATE: November 1, 2022

SUBJECT: 2023 Legislative Agenda Approval

---

1) Recommended Action:

Approve the City's 2023 Legislative Agenda.

---

2) Background:

The City annually adopts a Legislative Agenda to guide the City's policy and funding requests for the State Legislature. The Agenda is developed by reviewing the City's adopted plans, trending issues at the Legislature, emergent policy issues, Association of Washington Cities (AWC) legislative issues, and regional legislative initiatives. The Agenda both guides City requests for Legislative action but also assists staff in knowing how to respond to requests of the City's position on policy issues. The AWC Legislative info is available at: <https://wacities.org/advocacy/City-Legislative-Priorities>. Several key items have been included under the Shared Legislative Agenda; however, that Agenda will not be completed until later in the year.

---

3) Policy Support:

Strategic Priority: "Pursue Targeted Community Development Opportunities" –

- Facilitate Brewery Redevelopment
- Rejuvenate the Brewery Neighborhood
- Continue to work with SPSCC and others to build Tumwater's brand in support of the craft beverage industry

Strategic Priority: "Build a Community Recognized for Quality, Compassion and Humanity"-

- Work with government, non-profit, and private partners to develop and implement a performance-based plan for affordable housing and to address homelessness.

Strategic Priority: "Create and Maintain a Transportation system Safe for All Modes of Travel"

- Design and build the E Street Connection

Strategic Priority: "Be a Leader in Environmental Sustainability"

- Capitol Lake estuary restoration and Budd Inlet restoration
- 

4) Alternatives:

- ☐ Do not adopt a Legislative Agenda
  - ☐ Make changes to the proposal
- 

5) Fiscal Notes:

There is no specific cost to the Legislative Agenda, although specific projects may have

costs reflected in various City plans and budgets.

---

6) Attachments:

A. Proposed 2023 Legislative Agenda

## 2023 City of Tumwater Legislative Agenda

### **Capital and Transportation Proposals**

#### **E Street Extension Engineering and Permitting - \$6,600,000**

Build a connection from Capitol Boulevard to Cleveland Avenue (Yelm Highway) at E Street to alleviate congestion near the brewery and provide access over the railroad tracks to the brewery warehouse. Conceptual design is complete and pending public input. The relocation of Tumwater Valley Drive from the E Street intersection is under construction in conjunction with the Craft District development. This is an ideal project for major funding from a State or Federal program. Engineering and the initial permitting cost is \$3.4 million, right-of-way is estimated at \$3.2 million, and the total project cost is estimated at \$54.2 million. The City is seeking funding for design, engineering, initial permitting and right-of-way acquisition at this time. Additional Information at: [www.ci.tumwater.wa.us/estreet](http://www.ci.tumwater.wa.us/estreet)

#### **WSDOT Regional Offices Redevelopment - \$2,800,000**

The State Department of Transportation vacated the Olympic Region offices in 2020. The 10-acre site was identified as the keystone to the Capitol Blvd. Corridor Plan. It provides opportunities to provide affordable and market-rate housing, retail, public, and even potentially historic preservation. The City is asking the Legislature to make the State Department of Transportation whole in order for them to transfer the property to the City. The City would make one-third of the property available for affordable housing. The other third would be market-rate housing and the remainder would be commercial and public. Although the City would initially hold the property, the City would seek one or more private sector partners to develop it. The City has particular interest in ensuring this property develops and does not sit vacant and blighted. The cost estimate will be updated when WSDOT completes an updated appraisal. The City is also seeking \$300,000 to assist with site planning costs.

#### **Tumwater Blvd./I5 Interchange - \$5,000,000**

The Tumwater Blvd./I5 Interchange serves the Port of Olympia's Airport, the New Market Industrial Campus (NMIC), numerous State agencies, and a growing retail base. This request is to support the City and new development (public, private - retail, private - industrial, and residential) in adding roundabouts to each end of the freeway crossing. The improvements are needed to reduce congestion, facilitate movement of freight, and avoid back-ups onto I-5 at peak hours. The entire project is \$15M with the other funds coming from development and the City.

#### **Gopher Mitigation/Economic Development Funding - \$4.0 million\***

Following the Mazama Pocket Gopher listing as threatened under the Endangered Species Act, the City has been partnering with the Port of Olympia on a Habitat Conservation Plan (HCP) that identifies the type and amount of mitigation land to be set-aside for gopher mitigation banking. The bank allows private and public development to occur in areas within the Tumwater City limits where development has been halted because of gopher habitat impacts. The amount of land needed for Tumwater is estimated at 1,015 acres at a cost of \$55 million over 30 years including the cost to establish and maintain the appropriate prairie land. The City of Yelm is also impacted by the listing of the pocket gopher and other prairie species. They are beginning to develop a Habit Conservation Plan that will require them to acquire land for a mitigation bank before development can happen in impacted areas. We are requesting \$2.5 million in funding for Tumwater and \$1.5 million for Yelm to initiate the mitigation bank. As the property is developed, credits will be sold and the proceeds reinvested in more property to be converted into mitigation.

### **Tumwater Craft District – \$265,000\***

The emerging Craft District in Tumwater, with Phase 2 currently under construction, will be a regional hub for commerce, education, workforce training and entrepreneurial support, the facility is an industry-wide catalyst and helps fill supply-chain gaps, expands markets, and directly connects regional farmers with end market users. An Integrated Malt System & Storage will further differentiate this unique and innovative district by facilitating the use of local grains for brewing and distilling purposes. The System also allows regional brewers and distillers access to malted grains creating competitive products and distinct local flavor. This System would also allow local brewers and distillers to access local grains instead of purchasing malted grains from Skagit Valley Malting. Currently, regional brewers and distillers much purchase and transport malted grains from malting companies located some distance from the region and most often out of state.

### **Shared Legislative Agenda**

These are initially proposed items. The list will be finalized later in the year as participating agencies bring forward their agency proposals. Local items above marked with \* are also candidates for the Shared Agenda.

**I-5 Improvements** – \$1.5M for planning of shoulder running option. This is in addition to the funding that has already been approved for I5/Nisqually design.

**Homeless Response Funding** – Following significant investment in facilities, need to ensure operation funding is provided for these facilities beyond the current biennium budget.

**Maker Space Expansion** – \$1.0M to expand the Lacey Makers Space. It is one part of a four-pronged innovation approach that also includes the craft brewing and distilling center, the art center in Olympia and the Ag Center in Tenino.

**Climate Change Response** – Need to fund specific improvements in our communities in order to advance climate change initiatives. Olympia is working to develop a specific list of fundable activities.

**Budd Inlet Restoration** – \$3.78M for remediation and habitat restoration efforts in lower Budd Inlet to address contaminated sediment and severe shoaling. The inlet must be restored prior to removal of the 5<sup>th</sup> Avenue Dam and estuary restoration.

### **Community Projects**

These projects benefit the Tumwater community and have requested legislative support, but are not lead by the City.

**Family Education and Support Services (FESS)** – FESS is requesting a capital contribution from the Legislature in the amount of \$2.2 million to help secure the remaining amount of a 15 year lease in an effort to sustain critical service delivery. The Regional Resilience Center benefits the public by providing a one-stop-resource center where families impacted can find concrete supports in times of need (housing, food, diapers and other hygiene items), evidence based parenting education, employment, financial management guidance, and home visitation services.

### **Policy & Statewide Issues**

**1% Property Tax Cap**

The growth of City property tax revenue is capped at 1% under a voter-approved initiative. The only exceptions are new construction, annexations, and levy lid lifts. Recent record inflation is significantly impacting City services, now and in the future. The City supports indexing the cap to an inflation index.

### **Extension of Transportation Benefit Districts**

Current law allows a Transportation Benefit District (TBD) to be renewed once after its initial 10-year term. The City's TBD has been vital in stabilizing the overall City budget and dramatically improving road quality and safety. The first term will expire in 2025 and making allowances for long-term planning and funding of transportation infrastructure is important. We suggest that there not be a limit to the number of renewals of a TBD.

### **Association of Washington Cities Priorities**

The Association of Washington Cities is bringing forward 5 priorities. Detailed information and fact sheets are available at: <https://wacities.org/advocacy/City-Legislative-Priorities>

- Respond to the Blake decision with funding and investment in alternatives to prosecution (response teams, treatment facilities, in-jail treatment, social workers and treatment providers, and system navigators).
- Address vehicle pursuits for public safety by clarifying the ability of law enforcement to conduct vehicle pursuits using a reasonable suspicion standard in specific circumstances.
- Ensure basic infrastructure funding by fully funding the Public Works Assistance Account, allowing current revenue diversions to sunset, and refrain from other diversions. Also, expand state funding opportunities for infrastructure.
- Increase housing availability and affordability with additional tools, incentives, and revenues.
- Provide behavioral health resources with great access to services at the community level including substance use disorder treatment, dual diagnosis treatment facilities, and co-responder programs to aid law enforcement.

**Adopted** \_\_\_\_\_

### **Contact:**

Debbie Sullivan, Mayor

360.754.4120

[dsullivan@ci.tumwater.wa.us](mailto:dsullivan@ci.tumwater.wa.us)

John Doan, City Administrator

360-754-4120

[jdoan@ci.tumwater.wa.us](mailto:jdoan@ci.tumwater.wa.us)