



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, May 20, 2025
7:00 PM**

1. Call to Order

2. Roll Call

3. Flag Salute

4. Special Items:

- [a.](#) Proclamation: Public Works Week May 18-24, 2025
- [b.](#) Proclamation: National Safe Boating Week, May 17-23, 2025
- [c.](#) Proclamation: Asian American, Native Hawaiian, and Pacific Islander Heritage Month, May 2025
- d. LOTT State of Utility Presentation by Matt Kennelly, LOTT Executive Director

5. Public Comment: (for discussion of items not having a public hearing on tonight's agenda)

6. Consent Calendar:

- [a.](#) Approval of Minutes: City Council Work Session, April 8, 2025
- [b.](#) Approval of Minutes: City Council, May 6, 2025
- [c.](#) Payment of Vouchers (Finance Department)
- [d.](#) 2025 Comprehensive Plan Middle Housing Grant Contract with the Department of Commerce Amendment No. 1 (General Government Committee)
- [e.](#) Small Government Enterprise Agreement Renewal with Esri (Public Works Committee)
- [f.](#) Integrated Planning Grant with Department of Ecology Amendment No. 1 (General Government Committee)
- [g.](#) Advisory Board Appointment of Sharie McCaffrey and Matt Brownwell to the Barnes Lake Management District Steering Committee (Executive Department)

7. Committee Reports

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

d. Budget and Finance Committee (Debbie Sullivan)

8. Mayor/City Administrator's Report

9. Councilmember Reports

10. Any Other Business

11. Adjourn

Hybrid Meeting Information

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

Watch Online

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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_1CKVrKK8QgaTHfX4t8hjSq

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

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

Post Meeting

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

Accommodations

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

Proclamation

WHEREAS, public works programs and services for Tumwater are a joint effort of the Water Resources & Sustainability Department and the Transportation & Engineering Department. Together, they provide essential services that are an integral part of our community such as water, sewer, stormwater, streets and sidewalks, fleet maintenance, engineering, and geographic information systems; and

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Tumwater; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, natural resources, water treatment and solid waste systems, public buildings, and other structures and facilities essential for the people in our city; and

WHEREAS, it is in the public interest of the individuals, businesses, civic leaders, and youth in Tumwater to learn about and maintain an ongoing interest and understanding of the importance of public works and public works programs.

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

May 18 - 24, 2025

Public Works Week

and I call upon the people of the City of Tumwater to learn about our public works facilities and services, and to recognize our Water Resources & Sustainability and Transportation & Engineering employees for the substantial contributions they make to protect our health, safety, comfort, and quality of life in Tumwater.

Signed in the City of Tumwater, Washington, and recognized on this 20th day of May, in the year, two thousand twenty-five.



A handwritten signature in blue ink that reads "Debbie Sullivan".

Debbie Sullivan

Mayor

Proclamation

WHEREAS, an average of 700 people die each year in boating-related accidents in the US, with the vast majority of those accidents caused by human error and poor judgment and not by the boat, equipment, or environmental factors, and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets, and

WHEREAS, a large number of Tumwater's residents of all ages engage in recreational boating, and

WHEREAS, the mission of the United States Coast Guard Auxiliary, Division 3, overseeing the south Puget Sound area, is to promote and improve recreational boating safety by teaching boating safety courses and conducting vessel safety checks,

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

May 17 - 23, 2025

National Safe Boating Week

and I encourage all Tumwater residents to dedicate themselves to learning about and practicing safe boating, including wearing life jackets.

Signed in the City of Tumwater, Washington, and recognized on this 20th day of May, in the year, two thousand twenty-five.



Debbie Sullivan

Debbie Sullivan

Mayor

Proclamation

WHEREAS, Asian Pacific American Heritage Week was established by Congress in 1978 to commemorate the arrival of the first Japanese immigrants to the United States on May 7, 1843, and to honor the critical contributions of Chinese laborers to the completion of the transcontinental railroad on May 10, 1869; and

WHEREAS, Asian Pacific American Heritage Month was officially designated in 1992 to celebrate the historical and cultural contributions of AANHPI communities across the United States; and

WHEREAS, in 2000, the Washington State Legislature officially proclaimed the month of May as Asian Pacific American Heritage Month in recognition of the state's vibrant and diverse population, which includes representation from 48 Asian and Pacific Island nations; and

WHEREAS, Asian American, Native Hawaiian, and Pacific Islander Heritage Month provides an opportunity to reflect on the systemic discrimination, exclusion, violence and other challenges faced by AANHPI communities, while renewing our commitment to creating a more inclusive and equitable society for all; and

WHEREAS, the City of Tumwater proudly embraces the cultural diversity of our community and honors organizations, families, and individuals of Asian American, Native Hawaiian, and Pacific Islander (AANHPI) descent in appreciation of their invaluable contributions that enrich and sustain us as a community; and

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

May 2025

*Asian American, Native Hawaiian, and
Pacific Islander Heritage Month*

and I call upon the people of the City of Tumwater to celebrate the contributions of Asian American, Native Hawaiian, and Pacific Islanders in our community and across the nation.

Signed in the City of Tumwater, Washington, and recognized on this 20th day of May in the year two thousand twenty-five.





Debbie Sullivan
Mayor

TUMWATER CITY COUNCIL WORK SESSION
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CONVENE: 6:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Assistant City Administrator Kelly Adams, Finance Department Director Troy Niemeyer, Fire Chief Brian Hurley, Community Development Department Director Michael Matlock, IT Department Director Lance Inman, Deputy Fire Chief Shawn Crimmins, and Deputy City Clerk Tracie Core.

**CITY ATTORNEY'S
OFFICE DEPARTMENT
UPDATE:**

City Attorney Kirkpatrick reported the City Attorney's Office provides general counsel services for the City and advice and support to the Council, the Mayor, all City employees, all special districts of the City, and all boards and commissions. The City Attorney's Office includes three FTE positions. An attorney position was approved in the budget and is currently vacant. The incumbent recently left the City after a year with the City. Staff is working with department directors to identify and determine if the job position should be modified prior to recruitment for the position.

Staff time is tracked by fund versus project. A majority of time is spent on dispensing general advice and preparation representing 40% of the total hours followed by reviews of contracts and purchases at 20%. Risk management consumes 15% of the time, litigation consumes 15%, with some time on overseeing prosecutions with Thurston County. The remaining 8% is spent on training and administration of the department.

The City Attorney's Office reviewed 400 documents in 2024 of which 60% were contracts and 40% were real estate, plans and policies, ordinances, resolutions, and code enforcement documents.

In 2024, the City Attorney's Office provided comprehensive legal services on all matters of City business, preparation and legal review of all documents to ensure legal sufficiency, ensured compliance with laws, as well as risk reduction and protection of the City. The City Attorney's Office represented the City in all actions brought on behalf of the City or against the City, revised and updated City policies, forms, the Purchasing Manual and contract templates, and provided a wide range of training on a variety of matters related to Open Public Meetings Act, Open Public Records Act, contracts, and first amendment auditor training. The risk management function was transferred to the City Attorney's Office in 2024. Staff continues to work on increasing awareness and best practices and was successful in reducing the City's cost by approximately \$200,000 by increasing insurance deductibles.

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In 2025, the City Attorney's Office will provide comprehensive legal services, monitor and advise on changes in laws that affect the City, assist with the update of the Comprehensive Plan and all implementing regulations, enhance the risk management functions, streamline and automate internal processes, and add capacity by filling the vacant attorney position, as well as increasing training of existing employees as a component of succession planning.

City Attorney Kirkpatrick acknowledged the support and efforts by Paralegal Sharleen Johansen.

**FIRE DEPARTMENT
UPDATE:**

Fire Chief Hurley provided an update on the Fire Department.

The City's fire department was first staffed by volunteers in 1973. Since then the department has expanded to administrative staff, firefighters, and emergency operations staff. Fire prevention and risk reduction are areas to be expanded. The Fire Department is responsible for overseeing emergency management for the City.

Currently, the department is authorized 62 employees. With the most recent conditional offer, the Fire Department will be at full capacity. Staffing includes seven administrative positions of Chief, Deputy Chief, Executive Assistant, Department Assistant, Fire Prevention Officer, Medical Services Officer (Battalion Chief), and a Training Lieutenant. Daily staffing of the department is 11 employees with nine personnel located in the City and two personnel located on the Medic Unit in the Rochester area. Fire engines are staffed with three personnel and Medic Units are staffed with two personnel. A Battalion Chief is also assigned. In 2026, day staffing will increase to 13 positions to accommodate the new Medic Unit 8.

The Department's mission is to provide excellent public service. The Department's motto is, "It's the Water and a Lot More" with "More" representing people delivering service. The City received permission from the Olympia Brewing Company to use the motto for the Fire Department in the 1970s.

Basic response data in 2024 included approximately 6,000 calls for service with approximately 75% of those calls for emergency medical services of either advanced life support (ALS), paramedic calls, and basic life support (BLS) calls. The Fire Department provided service for good intent calls, such as false alarms. The categories of calls are dictated by national reporting criteria. The calls represent a decrease of approximately 1% to 2% from the previous year, a trend replicated across the county.

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Fire Chief Hurley reviewed responses by fire station with more calls to Station T2 than the Headquarters Fire Station. The dividing line for response by each station is Trosper Road.

Significant accomplishments in 2024 included:

- Completed update of the Strategic Plan
- Washington Survey and Rating Bureau Protection Class Upgrade to Class 3, (1-10 with 1 the highest in the state). The City's water supply factors highly in the Class rating. Many insurance companies use Protection Class ratings to set rates
- Updated Comprehensive Emergency Management Plan
- Expanded partnership with Thurston County Medic One - hosting new paramedic unit (Medic 8) to serve residents of Tumwater and Thurston County. Completed recruitment process for nine new Paramedic/Firefighters to staff the new unit
- In partnership with TCOMM 911, transitioned to TCERN System - New digital radio system project planned in phases over several years. All fire and police radios replaced as well as significant radio infrastructure upgrades at fire and police facilities
- Supported employee wellness - the Department worked with IAFF Local 2409 and other area agencies to support employee wellness through the County PEER Support Team. Continued participation in the L&I FIIRE program to support employee safety and wellness as well as reducing City L&I rates
- Completed Collective Bargaining Agreement with IAFF Local 2409

Goals for 2025-2026 include:

- Continue working on elements of the Strategic Plan
- Continue implementation of FD CARES program - developed partnership with Olympia Fire Department FD CARES program to expand services into Tumwater under interlocal agreement
- Implement crisis response partnership - Olympic Health and Recovery Services provides crisis response services for Thurston County, City of Lacey, and Mason County through contractual agreements. The City is collaborating with OHRS to pursue a new crisis response program model through the Fire Department
- Emergency Management Program partnership
- Implement Medic 8: Complete required paramedic and firefighter training for new employees who support Medic 8 by January 1, 2026
- Facility updates: Station T2 was built in 1995 and will be remodeled to accommodate additional Medic 8 staffing. Facilities staff and the Fire Department are working with an

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architect on the remodel design

- Staff wellbeing: Department will continue to put staff wellbeing at the forefront, including peer support, cancer screening, and increasing staffing levels
- New equipment: Delivery of new fire engine scheduled for 2026 as well as replacement of three paramedic units (medic unit replacement funded by Medic One)
- Expand areas of community risk reduction program through public education, code enforcement, fire inspections, and risk assessments throughout the community such as reducing wildfire risk

Fire Chief Hurley addressed questions from the Council on how 911 will identify FD Cares calls and the current level of staffing in the Fire Department. The FD Cares program is a referral program rather than a response program. Typically, an engine company responding to a call for service may identify a patient or another member of a family who has needs that are not met by a fire or EMT crew but may require social service support, needs placement into another living situation, needs food, or requires assistance with medication. In those situations, fire crews can refer those individuals to the Cares Program. A resident willing to participate in the program receives coordination by Cares staff with different agencies to help support the individual. Typically, individuals are enrolled for a period of 90 days. The program is not intended to be a long-term process. At this time, the Fire Department is fully staffed based on budgeted positions for the department.

**FINANCE
DEPARTMENT
UPDATE:**

Director Niemeyer reported the Finance Department is staffed by 12 employees responsible for customer service, utility billings and cash receipts, assessment of Business and Occupation tax and violations, internal controls and compliance, budgeting and financial reporting, payroll, fraud prevention, and investments and banking, etc.

Accomplishments in 2024 included:

- Continued implementation of the ERP, including the Human Capital Management module (HR/Payroll)
- Assisted with development and passage of the 2025-2026 biennial budget
- Continued promotion of electronic payments
- Worked with Communications and Water Resources and Sustainability Departments to promote utility assistance programs
- Coordinated several successful audits
- Administered the Tâlcñ Homes/Habitat for Humanity/Commerce CHIP grant and audit (23-24)

In 2025, the Finance Department assisted with or completed the

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following:

- Facilitated payments for the Israel Road and Capitol/Trosper roundabout projects
- Managed grant funding and compliance for the Tâlicn Homes, Habitat for Humanity project
- Assisted in the negotiation of the Fire Department labor agreement
- Continued to promote utility assistance programs (from 110 to 190 customers)
- Identified 294 additional utility customers who may qualify for the Lifeline program
- Defended against dozens phishing and spear phishing attempts
- Completed an audit of the Annual Comprehensive Financial Report, a Single Audit (federal funds), an Accountability Audit, and audits of LERMS, the TMPD, ERP conversion, and a special investigation
- Successfully implemented three new accounting standards from the Governmental Accounting Standards Board (GASB)
- Continued to implement the challenging ERP project and provided support to the Payroll Officer
- Provide the Budget and Finance Committee quarterly budget reports
- Production of a budget book (first budget book since 2020)

Councilmember Dahlhoff asked whether the department has a long-term goal to hire a payroll employee to manage entities with complex schedules, such as the Fire Department. Director Niemeyer affirmed the department is developing a plan to provide payroll support as the payroll for the Fire and Police Departments are complicated because of special provisions in labor contracts and work schedules.

Councilmember Von Holtz asked about any concerns by the City with respect to the state's budget deficit. Director Niemeyer said some information prior to the beginning of the legislative session spoke to a reduction in funding for law enforcement. Mostly, the concern surrounds federal grants and information from the Administration about the termination of grants. Although, the City benefits from grants, the City does not depend entirely on grants to the degree of balancing the budget. It is hoped that the City will retain some of the grants and possibly receive more grants.

Councilmember Dahlhoff inquired about the status of funds for two perspective projects in Tumwater involving a project at the Craft District and a community room at the new Operations and Maintenance Facility. City Administrator Parks advised that State Representative Parsley contacted her for additional information on the status of the two projects

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in terms of implementation. One would be funded by a \$200,000 grant to assist with a Craft District project with South Puget Sound Community College (SPSCC) to facilitate incubator space for new entrepreneurs in the craft distilling industry. The original funding request was for more than \$600,000. The issue is what can be accomplished with \$200,000. Staff is in contact with the President of SPSCC about different opportunities, as well as in discussions with the owners of the Craft District. The funding amount of \$150,000 was to be allocated for a large public meeting space in the new Operations and Maintenance Facility. The question from Representative Parsley was on the status of each project and outcome of the projects if the funds were not reallocated but funded in the supplemental budget. Because no finalization of plans has occurred, information was conveyed that the City would be amendable to the delay since the priority is maintaining the million-dollar allocation for habitat mitigation purchases.

**QUARTERLY
FINANCIAL UPDATE:**

Director Niemeyer reviewed the final 2023/2024 budget compared to the forecast for revenues and expenditures. During the development of the budget, staff anticipated the country experiencing a recession in 2023. The revenue forecast reflected budget assumptions of low revenues and usage of some savings to bridge the difference. Because the recession never materialized, the budget for 2023/2024 exceeded expectations. For example, sales tax revenue increased by \$3.2 million more than the budget forecast. B&O and Utility taxes were on target with the forecast.

Director Niemeyer reviewed other general fund revenue. New construction was projected to slow because of the forecasted recession; however, lacking a recession, new construction exceeded the forecast. The general fund for the last biennium reflected an increase in \$5.7 million than the budget forecast.

Director Niemeyer reviewed expenditures by department. Expenditures in most departments were under the budget forecast. Combined actual expenditures were \$5.6 million less than the budget forecast.

Director Niemeyer reviewed the status of the first quarter 2025/2026 budget. Many of the first quarter revenue receipts are based on timing, such as property tax collections. Most property tax is paid in April and October each year. First quarter property tax revenue reflects a prorated amount as the revenue is somewhat predictable except for new construction. Other revenue categories, such as grants and transfers were also prorated because of timing.

Sales tax revenue for the first quarter reflects actual receipts of 22.4% versus the forecast of 25%. As January follows a major holiday it is typically a slower month for purchases. February is a short month with fewer days. Sales typically begin increasing in late spring through the

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fall. Utility tax reflects slightly less than the forecast as it typically lags by one month. B&O tax is slightly more than the forecast of 25%.

Total revenue collected is 22% for the first quarter. The budget forecasts 25%. However, some revenue is seasonal and will be closely monitored during the year.

In terms of expenditures, general government expenses accounted for 20% of the budget year-to-date (below 25%). All other departments (police, fire, & public works) are below 25% with all expenditures reflecting less than the forecasted budget to date.

Director Niemeyer reviewed Utility expenditures. The budget for Utilities includes some large projects reflecting year-to-date expenditures of only 3.5%. Construction has not commenced for any of the larger projects, which does not reflect any debt financing or expenditure of funds for construction. The Utility budgets will reflect amounts substantially under the budget until projects are initiated. The Golf Fund is similar to the Parks and Recreation Department with most golf activities increasing during warmer weather and generating more revenue during those months of the year.

Councilmember Swarthout questioned the potential consequences of the Administration's actions with respect to tariffs and how it might affect the forecast for sales tax revenue and potential impacts to the City if the bond market is affected with respect to future financing of the City's new Operations and Maintenance Facility.

Director Niemeyer responded that he shares similar concerns. Although the stock market is the not economy it is one of many performance indicators. Recent activity is alarming and distressing especially for those who are close to retirement and cannot afford to suffer a loss in savings. Tariffs are inflationary if they remain intact as proposed. That situation is concerning because it could result in higher prices and lower spending power, which would affect sales tax revenue. The purchase of automobiles will be impacted, as they are expensive and could be more difficult for many families or individuals to purchase. In terms of the bond market, a potential exists of interest rates decreasing to balance problems in the economy to help stimulate the economy, which could benefit the City in terms of bond financing with lower interest rates.

**STRATEGIC PLAN
UPDATE:**

City Administrator Parks updated the Council on the strategic planning process and main sources of input as the Council engages in the update of the Strategic Plan. The 10-Year Financial Plan and the Community Survey will help inform the Council in its update process. The goal is to achieve solid alignment and prioritization of a strategic plan by the end of 2025 to assist in informing the budgeting process for the 2027/2028

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biennium budget.

City Administrator Parks displayed a timeline of the strategic planning process based on discussions with the strategic plan facilitator. In May, staff will identify all pending projects and initiatives, categorize the lists (projects mandated by state law or initiatives of priority by the City Council) and draft focus areas, goals, and develop a criteria the Council could use for prioritization. During May and June, the process includes an update on the financial planning process (initial outcomes, initial findings, and initial recommendations), followed by a review of some of the outcomes from the Community Survey. Most of the prioritization efforts will begin in July requiring input from the Council to help finalize the various focus areas and goals, as well as reviewing inputs and priority criteria.

Staff will use the list of priorities to develop specific work plans based on the priorities. In the fall, the Council will work with the consultant on the framework for implementing the priorities based on input from the strategic plan and work plans to create a clear framework and some agreements moving forward to complete the work efficiently and effectively. The intent is to produce a final Strategic Plan by the end of November.

The 10-Year Financial Plan entails ongoing work and will support strategic planning efforts. The Budget and Finance Committee has received several updates on the development of the 10-Year Financial Plan by the consultant. The consultant has initiated analysis and is working with the management team as well as conducting individual meetings with department directors. The consultant is currently preparing a draft of the technical memo. The process will result in a modeling tool the City will use to complete budget assessments of various scenarios to produce financial forecasts. The series of modeling tools will enable the City to evaluate over time, the impact of different initiatives, changes, and priorities. The consultant is scheduled to finalize the work at the end of 2025 followed by a presentation to the Council on a series of recommendations for approaches based on different scenarios to assist the Council in identifying biennial budget decisions with a clear understanding of any budget implications beyond the budget biennium.

The City has previously pursued some general updates to community surveys in three- to five-year increments. The new community survey is timely and will serve as a component of the strategic planning process. The City pursued a competitive selection process and selected a Washington-based company, DHM Research. The company was highly recommended by other municipalities in the state. A kick-off meeting was held with the management team. The consultant is developing

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questions and is scheduled to present information to the Council at its April 15, 2025 meeting.

Councilmember Dahlhoff noted that in the past, there have been comments that prior community surveys results were not representative of the demographics of the community. She asked whether the consultant plans to address the issue to ensure the results are representative of the population of the City. City Administrator Parks affirmed that the company is aware of that particular issue and will address the issue during the Council's briefing. The surveying process includes two separate surveys. The first survey will be a statistical survey geared and structured to represent the demographic makeup of the City. The same questionnaire will be released as a Community Survey for anyone to complete. The statistically valid survey and the community engagement survey are on different timeline tracks.

Councilmember Swarthout asked whether the City has utilized the company previously. City Administrator Parks explained that the company was selected through a competitive selection process. Both DHM Research and the previous company contracted by the City submitted good proposals. However, staff selected DHM Research primarily because of the way the company presented its information.

Councilmember Cathey commented on the importance of the survey and how future actions and goals of the City over the next several years would likely be influenced by the current political environment. Although it is preferable not to acknowledge the issue, it will be important not to avoid the issue as the situation is not temporary and will result in a tumultuous environment for the next four years. She is concerned as to how the survey is administered realistically, as well as the possibility that some Council goals might need to change as new needs in the community are identified because of the new environment. That may result in fewer projects to enable the City to address community needs. She is hopeful that the message can be communicated to the representatives from DHM Research that surveying the community at this time will be different.

City Administrator Parks responded that the representatives are highly qualified and represent a company that has a 40+-year history. She has confidence in their understanding of public policy and the different conditions that affect a community's sentiment.

City Administrator Parks reviewed the timeline for the statistically valid survey and the community engagement survey. Analysis of the statistically valid survey is scheduled during the community engagement survey with the analysis completed by May. DHM Research representatives are scheduled to brief the Council at its June 17, 2025

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work session to share some basic feedback or a final report. She encouraged the Council to submit any specific topics or issues that should be included in the survey within the next week.

Councilmember Dahlhoff asked about the possibility of a comprehensive list of questions that can be provided to the Council to enable Councilmembers to rank or score and submit to the consultants. City Administrator Parks said the request would need to be reviewed because that level of interaction is not included within the schedule. Staff is working through a list of over 60 questions categorized into different subjects based on input from the management team. The list could be shared with the Council to receive feedback.

City Administrator Parks responded to questions about the details of the competitive bidding process for the consultant. The process entailed a release of a request for qualifications followed by an evaluation of the submittals and a selection process. Staff utilized the roster offered through Municipal Research and Services Center (MRSC) serving local governments throughout the state. MRSC offers a comprehensive list of all types of consultants in addition to a small public works roster.

City Administrator Parks displayed information on how the 10-Year Financial Plan, Community Survey, and the Strategic Plan are aligned. She identified a tentative schedule of strategic planning sessions with the Council and the scheduled topics. The schedule designates November 18, 2025 for adoption of the Strategic Plan and accompanying work plans.

Councilmember Cathey asked that the dates be distributed to the Council for calendar scheduling.

City Administrator Parks said the Strategic Plan covers a six-year period with updates each year of the work plans. Annual reviews of the work plans will track progress on different goals and priorities. She shared links to other strategic plans and work plans from other jurisdictions in the state. Most of the examples include core values and information on different focus areas and goals, performance measures, and work plans. Some jurisdictions feature Strategic Plan dashboards on the city's websites. The Strategic Plan is a guiding document that is policy-oriented within the full purview of the legislative body to develop, amend, and implement. The Strategic Plan enables the Council to focus efforts on priorities to make progress rather than focusing on too many different directions.

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

City Administrator Parks reported the Tyee/Kingswood roundabout will be paved in the next several days. The City released bids for the 2025 Pavement Project with bids due on April 24, 2025. Another project

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scheduled for release for bids is the Ansten Street Sewer Project. Completion of the sewer project will enable inclusion of Ansten Street in the Pavement Project.

Green Business Awards are scheduled at the Thurston Chamber of Commerce Green Awards & Expo on Wednesday, April 9, 2025. The City plans to feature its fully electric sewer van as part of the display.

Some traffic lane restrictions on northbound Littlerock Road between Israel Road and Kingswood are scheduled on April 11, 2025 to accommodate night work on the project.

The 2025 "Where's the Peep?" virtual contest is scheduled from April 14 – 18, 2025, one week before the Easter Egg Dash. "Where's the Peep?" is a contest on Facebook featuring picture clues to guess the location of "peeps" hidden around Tumwater to earn prizes sponsored by event sponsor, Toyota of Olympia.

Councilmember Agabi shared that some individuals have posted information about construction activity occurring in the City. He recommended the City should consider publishing accurate information to the community about development occurring in the City. City Administrator Parks explained that the City's construction update notification process coordinated through the Communications Department provides a regular release of information on different construction projects. The Tyee and Kingswood projects are private projects. It has not been the City's practice to announce details of different private building projects.

Councilmember Cathey spoke to some concerns surrounding the City's response to immigrants in the community in terms of the City's responsibilities and the role of the Police Department with respect to stopping or questioning immigrants in the City. She asked whether the City is responding to rumors in the City about the treatment of immigrants and whether any City official is engaged in conversations with the Tumwater School District or the Board about the Tumwater Fresh Program for future collaboration. City Administrator Parks advised that Director Chuck Denney has been working directly with Tumwater High School and the Tumwater School District Superintendent for the last several months on collaboration by the City to help support the Tumwater Fresh Program. The City provides the space and invested funds to renovate the space, as well stipends for students to work through the summer. The program is a Tumwater School District program with the City serving in a support role. She understands that the assigned staff member devoted to the Tumwater Fresh Program has been transferred as a general science teacher and will no longer work in support of the program. Director Denney has additional details as to the

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issue and can follow up with the Council with more information.

In terms of immigrants within the community, the City's response is based on both day-to-day activities and calls for service that involves an issue of immigration. The Police Department's policy on immigration violations is consistent with the state's directive pertaining to immigrants and immigration. The City's awareness of issues is often through emails or day-to-day activities in addition to information provided by Councilmembers. Councilmember Jefferson forwarded an email about the World Relief program. Staff will review the program parameters to present additional information to the Council to determine if the City wants to provide any assistance.

Councilmember Von Holtz commented on her frustrations surrounding the lack of City information about a variety of topics as she is often asked about the status of issues in the City. During the stuffing of Easter eggs, she and Councilmember Swarthout received numerous questions about the development occurring off Littlerock Road. She was aware of some of the development activity but lacked information about other development. If the Council has questions, it is almost guaranteed constituents have questions. She would be appreciative of better lines of communication on information to help manage expectations of potential questions from the community. City Administrator Parks acknowledged the comments. Staff works to provide information in terms of understanding proactively what the community wants to know. Many different forums are available to communicate with the community. She invited the community to contact the City with any questions as the issue is not a matter of not wanting to communicate, but rather it is about continuing efforts to improve communications with the community through an increase in communications staff and development of a Communications Plan. The City publishes updates on events, construction activities, and Council and other meetings.

Councilmember Dahlhoff commented on the importance of a well-informed Council as the Council is often surprised by questions from the community or a newspaper article published about the brewery. She suggested implementing some kind of "heads up" process on activities so the Council is informed about what is occurring or is going to occur in the City. City Administrator Parks described some pending efforts to develop some capacity and tools to improve proactive communications and outreach to the Council.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:00 p.m.

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

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 6, 2025 Page 1**

CONVENE: 7:00 p.m.

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

Excused: Councilmember Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Acting Police Chief Jay Mason, Fire Chief Brian Hurley, Transportation and Engineering Department Director Brandon Hicks, Water Resources and Sustainability Department Director Dan Smith, IT Department Director Lance Inman, Community Development Department Director Michael Matlock, Community Development Department Deputy Director Brad Medrud, Communications Manager Jason Wettstein, Police Lieutenant Carlos Quiles Jr., Housing and Land Use Planner Erika Smith-Erickson, and City Clerk Melody Valiant.

SPECIAL ITEMS:

**PROCLAMATION:
BIKE MONTH, MAY
2025:** Councilmember Swarthout read a proclamation declaring *May 2025 as Bike Month*. The proclamation, in recognition of National Bike Month and Clean Air Month, encourages all residents to put forth their best effort to reduce single-occupant motor vehicle trips to reduce air pollution, energy consumption, and traffic congestion.

Mayor Sullivan presented the proclamation to Duncan Green with Intercity Transit. Mr. Duncan said he represents Intercity Transit and the Thurston County Bicycle Community Challenge (BCC). He thanked the Mayor and the City Council for proclaiming May as Bicycle Month in the City of Tumwater. May is also National Bike Month. The BCC and associated events are free of charge, and everyone is encouraged to participate. Intercity Transit also sponsors the Walk N Roll program of classes, activities, volunteer opportunities, and creative ways for bicycling. The program collaborates with schools, the Cascade Bicycle Club, and several community organizations to provide education, resources, and bikes in a wide variety of settings. The program teaches students and adults how to ride safely and how to maintain and equip bicycles. The 38th Annual Bicycle Commuter Challenge promotes fun, health, and a cleaner and greener community. Registration is available at www.bcc.intercitytransit.com.

**PROCLAMATION:
56TH MUNICIPAL
CLERK'S WEEK,** Councilmember Althausen read a proclamation declaring *May 4-10, 2025 as 56th Municipal Clerk's Week*. The proclamation calls upon the people of the City of Tumwater to celebrate all Municipal Clerks for the vital services they

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 6, 2025 Page 2**

MAY 4-10, 2025: perform and for their exemplary dedication to the communities they represent.

Mayor Sullivan presented the proclamation to City Clerk Melody Valiant. She thanked the Mayor and the Council for issuing the proclamation and recognizing her work and service as City Clerk and the work of Deputy City Clerk Tracie Core.

**PROCLAMATION:
EMERGENCY
MEDICAL
SERVICES WEEK,
MAY 18-24, 2025:**

Councilmember Agabi read a proclamation recognizing *May 18-24, 2025 as Emergency Medical Services Week*. The proclamation encourages all people to join in the observance to recognize those who give so much of themselves and consistently rise to the challenge for the safety and health of others.

Fire Chief Hurley thanked the Mayor and the Council for the recognition. The system involves teaching the public on how to administer CPR, calling 911, response from fire and EMS, law enforcement, transporting patients to the hospital, and the support provided by the hospital teams. Tumwater Fire Department receives approximately 6,000 calls each year, of which approximately 75% are for emergency medical service calls. The Tumwater Fire Department is staffed by 59 individuals who are certified either as a paramedic or as an emergency medical technician to provide care. He introduced Paramedic/Firefighters Paul Porter, Joe Williamson, and Jon McLean. Paramedic McLean recently joined the department as part of a group of new employees recently hired to staff a new medic unit.

**JOINT ANIMAL
SERVICES UPDATE:**

Sarah Hock, Executive Director, Joint Animal Services, provided information on 2024 activities. Joint Animal Services received over 5,000 hours of volunteer service by 140 volunteers averaging approximately 40 hours for each volunteer. Washington State values volunteer service at approximately \$40 an hour. Based on the amount of volunteer hours in 2024, the organization received the equivalent of 2.75 full-time equivalent employees saving the organization over \$200,000. Volunteers provide service at the shelter by walking dogs, cleaning kennels, database entry, laundry, participating in events, and assisting in adoptions.

Last year, 350 cats were placed in foster care in addition to 77 dogs and 18 other animals totaling 445 animals receiving foster care. The organization experienced its first court case foster in 2024, a major accomplishment, as there is substantial legal and liability surrounding animals and foster care. Last year, the special case involved a foster willingness to pursue a court case. The organization created a new program for cruelty response for fosters and volunteers to receive extensive training with the organization's field team and partner veterinarian to help support field support officers in the field and fostering after removal of animals from owners.

The organization participated in 25 community events in 2024. The

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 6, 2025 Page 3**

organization created the Animal Allies Club with the Timberland Regional Library, a monthly club meeting in the cities of Lacey and Yelm with youths engaging in art projects focused on learning about specific animals.

In 2024, the shelter established a veterinary department offering veterinarian service. This year, the shelter plans to hire a licensed veterinarian tech to support the department. Last year, the two team members were able to complete over 2,000 exams on animals, over 1,200 spay/neuter surgeries, and 64 additional surgical procedures.

Other achievements include animal welfare and field managers elected to serve as members of the Washington Animal Care and Control Association Board of Directors. Ms Hock reported she was elected to serve as a member of the National Animal Care and Control Association Board of Directors.

Animal intake continues to increase each year with a drop occurring during the pandemic with each year slowly increasing in the number of animal intakes. Despite an increase, the shelter has reduced the average length of stay from 11 days in 2023 to seven days in 2024. Animal intakes include strays, owner surrenders, and custody cases totaling 3,305 animals last year. Fewer cats were received in 2023 than in 2024; however, the intake in dogs has progressively increased each year with 2024 resulting in an increase of 27% of dog intakes to the shelter.

Ms. Hock shared a breakdown of intakes by the four partner jurisdictions. Positive outcomes reflect an increase in adoptions but a decrease in transfers to partner shelters. Return to owner was static for stray animals returned to owners. The shelter experienced an increase in the Community Cat Program.

Field response continues to increase each year with a majority of the calls in Thurston County followed by the City of Olympia. Last year, the City of Olympia experienced an increase of 11%, the City of Lacey experienced an increase of 21%, and the City of Tumwater experienced an increase in 8% in field calls with Thurston County experiencing an increase in field calls of 23.5%. The shelter averaged approximately 18.6% more field calls in 2024. Field casework also included welfare animal checks to include livestock. The case involving 40 Great Pyrenees dogs was primarily caused by the lack of proper veterinary care. The owner originally purchased eight dogs and did not have the funds to spay or neuter the eight livestock guardian dogs. The dogs did not have adequate shelter. The creative solution included working with the owner to reduce the number of dogs to the original eight animals. In partnership with the owner, the shelter received several dogs each week for neuter or spay surgery. A shelter partner agreed to take some of the puppies for placement in homes leaving the owner with the original eight dogs.

**TUMWATER CITY COUNCIL MEETING
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The organization completed a space need assessment. In 2022, the capital facilities plan completed with the City of Lacey labeled the shelter as the second worst building in the City of Olympia. The capital facilities plan completed in 2022 did not include funds for site acquisition or development. The plan included an estimate of \$30 million to construct a 27,000 square-foot building. Following the contract with Animal Arts, the initial needs concept called for 30,000 square feet of space. The organization reviewed the concept to ensure fiscal responsibility while ensuring the building would meet needs. A second concept was completed. The proposed revised value engineered concept is for a building of less than 20,000 square feet. Ms. Hock reviewed the programming elements of the building concept. The design is estimated to cost approximately \$33 million to \$41.5 million. The variant of the cost is associated with the cost of site acquisition and site development.

Considerations by partner agencies include the veterinary services area and potential revenue sources the shelter could assess to assist in constructing the building, the financial model, and the financial tools to use to achieve the objective of a new facility. The state allocated \$1 million for design services. The shelter estimates receiving \$500,000 in grants from private foundations. The sale of the existing property would also contribute to the cost of the new building, as well as consideration of local donations, leaving a balance ranging from \$26 million to \$34 million for a new facility. Additional partner considerations include the financing model to use, such as a levy, a bond, or establishing an animal control district to help create a funding mechanism. Currently, the interlocal agreement addresses the cost of any loan repayment as based on a per capita basis of each partner jurisdiction.

Councilmember Althaus asked about the structure of an animal control district. Ms. Hock advised that more work is necessary in the legislature. Representative Parsley is interested in pursuing a bill. The proposal would entail formation of a district, similar to a water district or a transportation benefit district. Any city or county could elect to form the district. Exploration continues on ways to create the district as to whether it would only entail councilmanic action or voter approval. More research is underway with constituents about the framework of the option. Other jurisdictions in the state have indicated support for the option. Should the organization pursue the option, the animal shelter would be one of the first ones in the country to form a district for funding municipal animal services that are historically underfunded. Partner jurisdictions would have the option to enact an animal control district as a funding mechanism.

Ms. Hock addressed questions about volunteer assignments. The organization offers volunteers options for volunteering for specific tasks as

**TUMWATER CITY COUNCIL MEETING
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well as encouraging volunteers to assist in areas that need additional support. The greatest need of the animal shelter is fostering either short-term or long-term, cat litter, and adult and kitten food and formula at this time of year. Dog food (dry preferred) is always welcome as well as sturdy toys.

Councilmember Agabi asked about the potential cost for each jurisdiction for a new facility. Ms. Hock responded that a meeting was held with all partner jurisdictions to discuss financial options surrounding a new facility. Those conversations are continuing. The meeting was an initial meeting with staff from each jurisdiction to begin discussions on the financial obligation of each jurisdiction as some of the contributions from jurisdictions could potentially change dependent on revenue obtained from other sources. Many revenue tools and financial mechanisms and sources are available to consider.

PUBLIC COMMENT: **Cortini Holthaus, 5606 22nd Avenue SE, Olympia, 98503,** said she filed a federal complaint against the Tumwater Police Department, Washington Department of Corrections, St. Peter's Hospital, and Multicare Lacey Emergency because she has received ongoing retaliation after speaking up against the organizations about harm. She has been followed, denied assistance, mislabeled medically, and digitally harassed. She lives like a fugitive not because she did anything wrong, but because she told the truth and she would like everyone to know that she is dedicated to justice and the truth.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council Work Session, March 25, 2025
- b. Approval of Minutes: City Council, April 15, 2025
- c. Approval of Minutes: City Council Special Joint Port of Olympia, April 29, 2025
- d. Payment of Vouchers
- e. Grant Agreement Amendment No. 1 with Washington Recreation & Conservation Office for the Percival Creek Project
- f. Award of Bid for 2025 Pavement Maintenance project, with Lakeside Industries
- g. Ansten Sewer Project, Contract Award, with A&D Enterprises, LLC

MOTION: **Councilmember Althaus, moved, seconded by Councilmember Swarthout, to approve the Consent Calendar as published. A voice vote approved the motion unanimously.**

Mayor Sullivan reviewed the items approved on the Consent Calendar.

**COUNCIL
CONSIDERATIONS:**

ORDINANCE NO. Deputy Director Medrud reported the proposed ordinance reduces the size of

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**O2025-003,
PLANNING
COMMISSION
COMPOSITION:**

the Planning Commission from nine to seven members. State law allows a membership from three to twelve members. In 1984, the City Council established the Commission's membership as nine members and in 1993 adjusted the ordinance to include one member representing the City's urban growth area. The proposal is the first change in over 30 years because of the difficulty associated with recruitment of applicants to fill nine positions primarily because of the numerous volunteer opportunities available both at the City and throughout the community.

The General Government Committee recommended the Council approve the proposal.

Councilmember Althausen reviewed the reasons for the committee's support of the proposal.

Deputy Director Medrud addressed questions about recruitment efforts by the City and the challenges encountered when more than one member resigns because of relocation or other reasons.

MOTION:

Councilmember Althausen moved, seconded by Councilmember Cathey, to adopt Ordinance No. O2025-003, Planning Commission Composition, as recommended by the General Government Committee at their April 15, 2025, meeting. A voice vote approved the motion unanimously.

**93RD AVENUE SW
AND CASE ROAD
SW 10 PERCENT
ANNEXATION
PETITIONS:**

Deputy Director Medrud reported the City received separate 10 percent annexation petitions from two adjacent property owners. The proposal combines the petitions into one request for annexation. Concurrently, the owners submitted 60 percent petitions for both parcels.

The two properties are located off 93rd Avenue within the City's urban growth area. The properties are adjacent to the southwest corner of the Olympia Regional Airport off 93rd Avenue. The owners filed the petitions in February 2025. The petitions were deemed complete in March following payment of fees. As both owners own all the property within the boundary of the annexation area, both owners filed petitions for the 60% requirement.

The applications are subject to the 60-day rule for consideration by the Council. The Council is under no obligation to accept an annexation petition. The timeline affords time for the Council to ask questions and discuss the process with staff, as well as with the applicants about the desire to annex to the City. Both property owners indicated willingness to assume a fair share of City indebtedness if annexed, as well as accepting existing land use designations and zone districts for the properties. Staff is unaware of any other pending applications before Thurston County for the properties or any development proposals for the properties.

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The combined parcels are approximately 10+ acres in size and are designated as Light Industrial zoning with an Airport Overlay adjacent to the properties. The properties are undeveloped with the exception of an existing house and outbuildings on one parcel.

The first application is for property of approximately 4.87 acres located at 1020 93rd Avenue SW owned by Nathan Waunch. The second property is located between the first property and City boundaries. That property lacks an address as no development of the property has occurred. The property is owned by H. John and Diane Elwin and is approximately 5.87 acres in size.

The initial request is the 10% annexation petition. The request is whether the City Council is willing to accept, reject, or modify the annexation proposal.

Assumption of the City's indebtedness includes a pro rata share of the annexed city's outstanding indebtedness that has been approved by voters, contracted, or occurred prior to the date of annexation. Essentially, the obligations include the Tumwater Metropolitan Park District and general government obligations through the City.

Deputy Director Medrud reviewed a flowchart of the annexation process. If the Council accepts the petition, the 60% petitions would be considered following a legal review of the petition to confirm all signatures. The Council would then consider the annexation during a public hearing, affording the public an opportunity to comment on the proposal. Following the public hearing, if the Council approves the proposed annexation, the annexation is forwarded to the Thurston County Boundary Review Board for a separate review and an opportunity for the public, other districts, and agencies to comment on the proposed annexation. If the annexation is approved by the Boundary Review Board, the annexation is returned to the City for adoption of an ordinance formally recognizing the annexed area to the City.

The General Government Committee recommended placement of the 10 Percent Annexation Petitions with no modification for consideration of the proposed annexation and whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

Councilmember Althausser questioned the proposal's impact on the existing work plan approved by the Council earlier in the year and its impact on work items approved to move forward by the Council. Deputy Director Medrud advised that the work plan included some time in the likelihood of the City receiving annexation petitions.

Councilmember Swarthout asked whether the parcels are currently

**TUMWATER CITY COUNCIL MEETING
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connected to City water and sewer. Deputy Director Medrud advised that the properties are not connected to City services; however, if development occurs on the property under either the county or City's jurisdiction, the development would be responsible for the extension of public services to serve the property. The City's utility's comprehensive plan anticipates serving the area; however, any development application would trigger an extension of services.

Councilmember Swarthout inquired as to whether the proposal would create a county island. Deputy Director Medrud advised that no county island would be created from the annexation.

Councilmember Cathey asked about any other requirements since the property is located near the airport. Deputy Director Medrud said the regulations under the airport overlay are the same regardless if the owners develop under the City or under Thurston County. Thurston County's last update of the Joint Plan expanded its Airport Overlay to match the City's Airport Overlay. Development occurring in the urban growth area must meet City requirements.

Councilmember Cathey asked about the location of any residential properties near or adjacent to the properties. Deputy Director Medrud advised of a potential large lot residential development to the north of the property, which would be guided by existing zoning and land use overlay. Those types of issues are addressed during a development review of a proposed development application regardless of whether the property is annexed.

PUBLIC COMMENT: **Ryan Haddock** said he has been working with the property owners on future development options for the properties since 2015. They discovered through outreach that many businesses that want to locate within the Light Industrial zone require additional City services beyond sewer and water, to include fire and police protection. That is one of the reasons the property owners desire annexation to the City as it would enable accelerated development of both properties.

MOTION: **Councilmember Althaus** moved, seconded by **Councilmember Swarthout**, to accept the proposed annexation petitions and initiate the annexation process for the 93rd Avenue SW and Case Road SW annexation (TUM-25-0128). A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

PUBLIC HEALTH & SAFETY: The next meeting is scheduled on May 13, 2025 to receive updates on the Crisis Response and FDCARES Program and Thurston County District

**TUMWATER CITY COUNCIL MEETING
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Peter Agabi

Court.

**GENERAL
GOVERNMENT:
*Michael Althaus***

The next meeting on May 14, 2025 includes consideration of:

- 2025 Comprehensive Plan Periodic Update – Lands for Public Purposes and Utilities
- 5901 Black Lake-Belmore SW 10 Percent Annexation Petition (TUM-25-0453)
- Food System Plan – Development Update
- 2025 Comprehensive Plan Middle Housing Grant with the Department of Commerce Amendment No. 1

**PUBLIC WORKS:
*Eileen Swarthout***

The next meeting on May 8, 2025 includes consideration of:

- Small Government Enterprise Agreement Renewal with Esri
- Annual Barnes Lake Management District (BLMD) Work Plan and Budget Review

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

The last meeting on April 25, 2025 included a monthly financial update and an update on the Community Human Resources Program for 2025 funding proposals. The committee is scheduled to review applications in June. An ordinance on the execution of contracts and other legal documents was also reviewed.

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

City Administrator Parks reviewed dates of the Saturday sessions of the Council's Strategic Planning process. The three dates include Saturday, June 7, 2025 from 9 a.m. to 4 p.m., Saturday, June 28, 2025 from 9 a.m. to 4 p.m., and Saturday, September 20, 2025 from 9 a.m. to 4 p.m. The meetings are scheduled at the Fire Training Room at the Tumwater Headquarters Fire Department.

Voters approved extending the Transportation Benefit District with the election results certified by the Thurston County Auditor's Office based on the 30% voter turnout. The measure was supported by approximately 77% of City voters. She acknowledged the Council for their leadership throughout the process and the work of the advocacy committee members of Councilmember Swarthout and former Mayor Pete Kmet. She thanked staff for their efforts on transportation projects completed over the last ten years that served to demonstrate the benefits of the Transportation Benefit District to the community. She thanked Communications staff for their outreach to the community.

The City received approval of the Habitat Conservation Plan and the Incidental Take Permit from U.S. Fish and Wildlife Service for the Operations and Maintenance Facility proposed for construction off 79th Avenue on City property. The Council will receive an update on the project during a work session.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
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The Council recently received an invitation from the Methodist Church for an orchard dedication on May 18, 2025 at 11:45 a.m. as an addition to the community garden. The orchard will include 40 apple trees. The project was funded through the Metropolitan Park District.

Future events include Thurston Forward on May 10, 2025, a local DEIB event sponsored by the League of Women Voters from 9 a.m. to 3 p.m. at the South Puget Sound Community College campus in Lacey. Registration is required through the League of Women Voters. Communications Manager Wettstein has been representing the City.

The City's statistically valid survey has been released. The random survey is being conducted by DHM Research on behalf of the City. Concurrently, Communications staff is developing outreach strategy for the Community Engagement Survey for release to the entire community following the close of the statistically valid survey.

The Parks and Recreation Department recently moved to its new location at 821 Airport Court SE. The temporary location frees up space for the Police Department to expand at City Hall to accommodate the Body-Worn Camera Program.

Mayor Sullivan attended the Thurston Economic Development Council meeting on April 23, 2025. Members received a presentation on the Bright Night project, a large battery storage facility for backup power for utilities powered through Puget Sound Energy located south of the Town of Bucoda. The site is over 80 acres in size with the development comprised of only 12 acres. The remaining acreage will retain existing trees as a buffer to the facility. Members received a presentation on the Scale-Up Program involving funding sponsored by the Washington State Department of Commerce for the new biennium for start-up businesses and entrepreneurial.

Mayor Sullivan announced that Community Development Department Director Mike Matlock is scheduled to retire at the end of May. Director Matlock has served as an amazing Community Development Director. Based on his retirement, the next Director has been selected. Deputy Director Brad Medrud has been with the City for many years, led the Council through many projects, and was selected as the Director of the Community Development Department.

**COUNCILMEMBER
REPORTS:**

Peter Agabi:

Marc Daily, the Executive Director of the Thurston Regional Planning Council has announced his departure from the organization at the end of

**TUMWATER CITY COUNCIL MEETING
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June.

Michael Althausen: The Regional Housing Council is scheduled to meet at the end of May.

The Deschutes Estuary Work Group has not held a recent meeting; however, the Legislature transferred the authority of the project from the Department of Enterprise Services to the Department of Ecology.

Councilmember Althausen congratulated Deputy Director Medrud on his promotion.

Eileen Swarthout: Members of the TRPC recently received an email announcing the departure of Mr. Daily, who accepted a position with South Puget Sound Regional Council. At the last TRPC meeting, members discussed equity language in the Regional Transportation Plan. The Transportation Policy Board requested modification of some language consistent with recent federal Executive Orders and priorities. After feedback from many individuals and groups, TRPC members did not accept the Policy Board's proposal to revise the language.

Leatta Dahlhoff: Councilmember Dahlhoff congratulated Deputy Director Medrud on his promotion and Director Matlock on his well deserved retirement.

The Opioid Abatement Council meeting was cancelled. The next meeting of the TCOMM 911 Administration Board is on Wednesday, May 7, 2025 followed by meetings of General Government Committee, Public Health and Safety Committee, LOTT Clean Water Alliance Board, and a meeting on World Relief.

Angela Jefferson: There were no meetings and no report.

Joan Cathey: The Thurston County Solid Waste Advisory Committee cancelled its meeting. The next meeting of the Olympic Region Clean Air Authority (ORCAA) is scheduled next week in addition to the General Government Committee meeting on Wednesday, May 14, 2025.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 8:38 p.m.**

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

TO: City Council
 FROM: Shelly Carter, Deputy Finance Director
 DATE: May 20, 2025
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- April 25, 2025, payment of Eden vouchers 174535 to 174543 in the amount of \$1,232.30; payment of Enterprise vouchers 186521 to 186583 in the amount of \$1,287,647.20 and electronic payments 905548 to 905585 in the amount of \$2,132,705.54
 - May 02, 2025, payment of Eden vouchers 174544 to 174553 in the amount of \$5,019.99; payment of Enterprise vouchers 186584 to 186650 in the amount of \$666,235.17 and electronic payments 905586 to 905615 in the amount of \$36,344.78 and wire payments in the amount of \$368,485.19
 - May 09, 2025 payment of Eden vouchers 174554 to 174560 in the amount of \$931.89; payment of Enterprise vouchers 186651 to 186700 in the amount of \$642,096.56 and electronic payments 905616 to 905661 in the amount of \$403,852.38 and wire payments in the amount of \$1,760.24
-

2) Background:

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

Vendor		
Active Construction, Inc	157,366.66	PE#19 I-5/Trosper RD/Capitol BLVD Reconfiguration
Employment Security Dept	47,866.46	4 th QTR Employment security 2024
King Wood, L.L.C.	576,979.79	Kingswood/Tyee RAB
Miles Resources, LLC	62,735.00	PE#7 Israel, Linderson PED & Bike
Nisqually Indian Tribe	36,981.44	Inmate incarceration fees, March 2025
Online Solutions LLC	21,720.60	Citizenserve user subscription 8/1/25-7/31/26
VAR Technology Finance	62,855.37	GETAC Securities/accessories/warranties contract
LOTT Wastewater alliance	1,914,468.14	March 2025 LOTT fees
Shea Carr & Jewell, Inc.	53,001.93	2 nd Ave PED & Bike
Northwest Cascade Inc	367,149.64	PE#6 Linwood Ave sidewalk
RH2 Engineering, Inc	62,835.45	SE Reservoir services through March 30, 2025
Thurston Co District Court	25,097.00	Infraction/Citation billings 01-2025

Vendor		
WA ST Dept of Revenue	86,237.09	March excise tax and use tax
CLARY LONGVIEW, LLC	56,088.33	2025 Ford K8A Police Utility – New Addition

* 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
 - C. Exhibit C – Payment of Vouchers – Review and Approval

EXHIBIT "A"

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

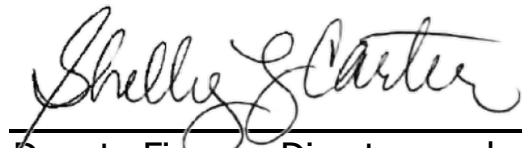
Enterprise ERP

Voucher/Check Nos 186521 through 186583 in the amount of \$1,287,649.20

Electronic payment Nos 905548 through 905585 in the amount of \$2,132,705.54

Eden

Voucher/Check Nos 174535 through 174543 in the amount of \$1,232.30



Deputy Finance Director, on behalf of the Finance Director

Checks dated 04/25/2025

EXHIBIT "B"

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

Enterprise ERP

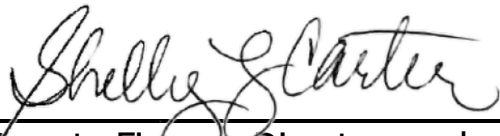
Voucher/Check Nos 186584 through 186650 in the amount of \$666,235.17

Electronic payment Nos 905586 through 905615 in the amount of \$36,344.78

And wire payments in the amount of \$368,485.19

Eden

Voucher/Check Nos 174544 through 174553 in the amount of \$5,019.99



Deputy Finance Director, on behalf of the Finance Director

Checks dated 05/02/2025

EXHIBIT "C"

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

Enterprise ERP

Voucher/Check Nos 186651 through 186700 in the amount of \$642,096.56

Electronic payment Nos 905616 through 905661 in the amount of \$403,852.38

And wire payments in the amount of \$1,760.24

Eden

Voucher/Check Nos 174554 through 174560 in the amount of \$931.89



Deputy Finance Director, on behalf of the Finance Director

Checks dated 05/09/2025

TO: City Council
 FROM: Brad Medrud, Deputy Community Development Director
 DATE: May 20, 2025
 SUBJECT: 2025 Comprehensive Plan Middle Housing Grant Contract with the Department of Commerce Amendment No. 1

1) Recommended Action:

Approve and authorize the Mayor to sign the 2025 Comprehensive Plan Middle Housing Grant Contract with the Department of Commerce Amendment No.1, as recommended by the General Government Committee at their May 14, 2025, meeting to be placed on the consent calendar.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations.

The Department of Commerce Middle Housing Grant allocation is \$75,000. The grant has allowed the City to hire a consultant to assist with the state requirement to prepare a development code amendments related to middle housing as part of the 2025 Comprehensive Plan periodic update. The first amendment would amend the scope of work the City is required to complete to reflect the new periodic update due date of December 31, 2025, and the contract completion date of June 30, 2025. The General Government Committee reviewed the amendment at their May 14, 2025, meeting and recommended that it be placed on the City Council's consent calendar.

3) Policy Support:

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

4) Alternatives:

☐ None.

5) Fiscal Notes:

The total Department of Commerce grant allocation is \$75,000. There is no City match for this grant.

6) Attachments:

- A. First Amendment – Middle Housing Grant
- B. Contract – Middle Housing Grant



**Local Government Division (LGD)
Growth Management Services (GMS)
Middle Housing**

1. Grantee City of Tumwater 555 Israel Road SW Tumwater, WA-98501		2. Grantee Doing Business As (optional)	
3. Grantee Representative (only if updated) Brad Medrud Deputy Community Development Department Director (360) 754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative (only if updated)	
5. Original Grant Amount (including any previous amendments) <div style="text-align: center;">\$75,000</div>	6. Amendment Amount <div style="text-align: center;">No change</div>	7. New Grant Amount <div style="text-align: center;">\$75,000</div>	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date Date of Execution	10. Amendment End Date June 30, 2025
11. Federal Funds (as applicable): N/A	Federal Agency: N/A		ALN: N/A
12. Amendment Purpose: The purpose of this amendment is to modify the scope of work and redistribute the budget among tasks, with no change to the overall budget.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the “Grant” shall mean the “Grant as Amended”. Signature block on next page			

FOR GRANTEE

Debbie Sullivan, Mayor
City of Tumwater

Date

FOR COMMERCE

Mark K. Barkley, Assistant Director
Local Government Division

Date

APPROVED AS TO FORM ONLY

Sandra Adix
Assistant Attorney General

3/20/2014
Date

Amendment

This Grant is **amended** as follows:

Attachment A Scope of Work is hereby replaced with **Attachment A-1 Scope of Work**

Attachment B Budget is hereby replaced with **Attachment B-1 Budget**

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.

Amendment
Attachment A-1: Scope of Work

Grant Objective: Grant Objective: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes Middle Housing amendments as part of the 2025 Development Code update process.

Actions/Steps/ Deliverables	Description	Start Date	End Date
Action 1	Prepare and Distribute Community Engagement Informational Materials related to Middle Housing.	November 2023	June 2025
Step 1.1	Prepare informational materials for the community and stakeholders related to middle housing.	November 2023	June 2025
Step 1.2	Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable populations, inform and solicit feedback from the community and stakeholders, develop and update social media materials related to Middle Housing.	November 2023	June 2025
Deliverable 1	Public Engagement informational materials for the community and stakeholders related to middle housing.		June 15, 2024
Action 2	Middle Housing Gap Analysis	November 2023	June 2024
Step 2.1	Conduct gap analysis	November 2023	June 2024
Deliverable 2	Gap analysis of current development code regulations and summary of required amendments to make as part of the 2025 Development Code Update Ordinance.		June 15, 2024
Action 3	Public Engagement Results Report	November 2023	June 15, 2025
Step 3.1	Draft public engagement results report.	November 2023	June 2025
Deliverable 3	Public Engagement Results Report addressing Middle Housing, with final informational materials used to engage the public.		June 15, 2025
Action 4	Prepare Draft Middle Housing Development Regulation Amendments.	November 2023	June 2025
Step 4.1	Review and evaluate existing development regulations for needed middle housing related amendments.	November 2023	February 2024
Step 4.2	Review State Department of Commerce Middle Housing Guidance materials, Middle Housing Model Ordinance, and other resources.	November 2023	February 2024
Step 4.3	Develop design guidelines that are in line with state regulations that make infill development easier.	March 2024	October 2024

Amendment

Actions/Steps/ Deliverables	Description	Start Date	End Date
Step 4.4	Briefing and work sessions with the Planning Commission on draft development regulation amendments related to Middle Housing.	November 2023	June 2025
Step 4.5	Prepare draft Middle Housing development regulation amendments.	July 2024	June 2025
Deliverable 4	Draft Middle Housing amendments as part of 2025 Development Code Update Ordinance.		June 15, 2025

Amendment

Attachment B-1: Budget

Grant Objective: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes Middle Housing amendments as part of the 2025 Development Code update process.	Fiscal Year	Commerce Funds
<u>Deliverable 1.</u> Public Engagement informational materials for the community and stakeholders related to middle housing.	FY1 – June 15, 2024	\$18,750
<u>Deliverable 2.</u> Gap analysis of current development code regulations and summary of required amendments to make as part of the 2025 Development Code Update Ordinance.	FY1 – June 15, 2024	\$18,750
<u>Deliverable 3.</u> Public Engagement Results Report addressing Middle Housing, with final informational materials used to engage the public.	FY2 – June 15, 2025	\$12,500
<u>Deliverable 4.</u> Draft Middle Housing amendments as part of 2025 Development Code Update Ordinance.	FY2 – June 15, 2025	\$25,000
Grand Total:		\$75,000

Funds must be invoiced in the appropriate fiscal year (FY1 or FY 2), or they may not be able to be paid. Please be sure to invoice for all FY 1 by June 30, 2024, and FY 2 by June 30, 2025.



Interagency Agreement with

City of Tumwater

through

Growth Management Services

Contract Number:

24-63336-146

For

Middle Housing Grant

Dated:

Date of Execution



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Face Sheet

Contract Number: 24-63336-146

Local Government Division Growth Management Services Middle Housing Grants

1. Contractor City of Tumwater 555 Israel Road SW Tumwater, WA-98501		2. Regional Planner Carol Holman Carol.Holman@commerce.wa.gov	
3. Contractor Representative Brad Medrud Planning Manager 360-754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative Anne Aurelia Fritzel 1011 Plum Street SE Housing Planning Manager Olympia, WA 98504 360-259-5216 Anne.Fritzel@commerce.wa.gov	
5. Contract Amount \$75,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # 0007172-00	
12. UBI # 344-000-001-001-0001		13. UEI # N/A	
14. Contract Purpose For activities that support the preparation and adoption of policies and and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget.			
FOR CONTRACTOR <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> DocuSigned by: 691AEF6684BC44E... </div> <hr/> Debbie Sullivan, Mayor City of Tumwater 1/17/2024 1:32 PM PST <hr/> Date		FOR COMMERCE <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> DocuSigned by: 80312B04865C458... </div> <hr/> Mark K. Barkley, Assistant Director Local Government Division 1/18/2024 8:34 AM PST <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$75,000 (seventy-five thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63336-146.

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

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.



Disallowed Costs

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

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

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii.** All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



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

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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



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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

**15. SUBCONTRACTING**

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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



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

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

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

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

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

20. TREATMENT OF ASSETS

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



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

21. WAIVER

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



Attachment A: Scope of Work

Grant Objective: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes Middle Housing amendments as part of the 2025 Development Code update process.

Actions/Steps/ Deliverables	Description	Start Date	End Date
Action 1	Prepare and Distribute Community Engagement Informational Materials related to Middle Housing.	November 2023	June 2025
Step 1.1	Prepare informational materials for the community and stakeholders related to middle housing.	November 2023	June 2025
Step 1.2	Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable populations, inform and solicit feedback from the community and stakeholders, develop and update social media materials related to Middle Housing.	November 2023	June 2025
Deliverable 1	Public Engagement informational materials for the community and stakeholders related to middle housing.		June 15, 2024
Action 2	Middle Housing Gap Analysis	November 2023	June 2024
Step 2.1	Conduct gap analysis	November 2023	June 2024
Deliverable 2	Gap analysis of current development code regulations and summary of required amendments to make as part of the 2025 Development Code Update Ordinance.		June 15, 2024
Action 3	Public Engagement Results Report	November 2023	June 15, 2025
Step 3.1	Draft public engagement results report.	November 2023	June 2025
Deliverable 3	Public Engagement Results Report addressing Middle Housing, with final informational materials used to engage the public.		June 15, 2025



Action 4	Prepare Draft Middle Housing Development Regulation Amendments.	November 2023	November 2024
Step 4.1	Review and evaluate existing development regulations for needed middle housing related amendments.	November 2023	February 2024
Step 4.2	Review State Department of Commerce Middle Housing Guidance materials, Middle Housing Model Ordinance, and other resources.	November 2023	February 2024
Step 4.3	Develop design guidelines that are in line with state regulations that make infill development easier.	March 2024	October 2024
Step 4.4	Briefing and work sessions with the Planning Commission on draft development regulation amendments related to Middle Housing.	November 2023	October 2024
Step 4.5	Prepare draft Middle Housing development regulation amendments.	July 2024	November 2024
Deliverable 4	Draft Middle Housing amendments as part of 2025 Development Code Update Ordinance.		November 2024
Action 5	Adopt Middle Housing development regulation amendments.	November 2024	June 3, 2025
Step 5.1	Transmit draft 2025 Development Code Update Ordinance, which will include the Middle Housing development regulation amendment to the State for State agency review (RCW 36.70A.106).	November 2024	December 2024
Step 5.2	Planning Commission public hearing.	February 25, 2025	February 25, 2025
Step 5.3	City Council consideration and adoption of Middle Housing development regulation amendments as part of 2025 Development Code Update Ordinance.	June 3, 2025	June 3, 2025
Deliverable 5	Adopted 2025 Development Code Update Ordinance with Middle Housing amendments.		June 3, 2025



Attachment B: Budget

Grant Objective: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes Middle Housing amendments as part of the 2025 Development Code update process.	Fiscal Year (FY)	Commerce Funds
<u>Deliverable 1.</u> Public Engagement informational materials for the community and stakeholders related to middle housing.	FY1 – June 15, 2024	\$18,750
<u>Deliverable 2.</u> Gap analysis of current development code regulations and summary of required amendments to make as part of the 2025 Development Code Update Ordinance .	FY1 – June 15, 2024	\$18,750
<u>Deliverable 3.</u> Public Engagement Results Report addressing Middle Housing, with final informational materials used to engage the public.	FY2 – June 15, 2025	\$12,500
<u>Deliverable 4.</u> Draft Middle Housing amendments as part of 2025 Development Code Update Ordinance.	FY2 – November 30, 2024	\$10,000
<u>Deliverable 5.</u> Adopted 2025 Development Code Update Ordinance with Middle Housing amendments	FY2 – June 3, 2025	\$15,000
Grant Total:		\$75,000

Funds must be invoiced in the appropriate fiscal year (FY1 or FY2), or they may not be able to be paid. Please be sure to invoice for all FY1 by June 30, 2024 and FY2 by June 30, 2025.

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form		
Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	<div><div><div>DS</div><div>CC</div></div><div>1/12/2024 12:55 PM PST</div></div>
GMS Managing Director	Dave Andersen	<div><div><div>DS</div><div>Da</div></div><div>1/12/2024 2:05 PM PST</div></div>
Deputy Assistant Director – LGD	Tony Hanson	<div><div><div>DS</div><div>TH</div></div><div>1/18/2024 7:58 AM PST</div></div>

Certificate Of Completion

Envelope Id: DA6ED2975F4845A6BE7D4F6DC4090CAF

Status: Completed

Subject: Complete with DocuSign: Tumwater Middle Housing

Division:

Local Government

Program: MH

ContractNumber: 24-63336-146

DocumentType: Contract

Source Envelope:

Document Pages: 15

Signatures: 2

Certificate Pages: 6

Initials: 3

AutoNav: Enabled

Envelope Originator:

Envelopeld Stamping: Enabled

Ashley Murphy

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

1011 Plum Street SE

MS 42525

Olympia, WA 98504-2525

ashley.murphy@commerce.wa.gov

IP Address: 147.55.149.206

Record Tracking

Status: Original

Holder: Ashley Murphy

Location: DocuSign

1/5/2024 11:06:47 AM

ashley.murphy@commerce.wa.gov

Security Appliance Status: Connected


Pool: StateLocal

Storage Appliance Status: Connected


Pool: Washington State Department of Commerce

Location: DocuSign

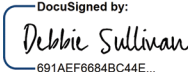
Signer Events

Signer Events	Signature	Timestamp
Corina Campbell corina.campbell@commerce.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.178	Sent: 1/5/2024 11:07:23 AM Viewed: 1/12/2024 12:55:27 PM Signed: 1/12/2024 12:55:32 PM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dave Andersen dave.andersen@commerce.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.238.6.177	Sent: 1/12/2024 12:55:34 PM Viewed: 1/12/2024 2:05:47 PM Signed: 1/12/2024 2:05:51 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Debbie Sullivan dsullivan@ci.tumwater.wa.us Mayor City of Tumwater Security Level: Email, Account Authentication (None)	<div>DocuSigned by:</div>  691AEF6684BC44E... Signature Adoption: Pre-selected Style Using IP Address: 198.187.0.26	Sent: 1/12/2024 2:05:53 PM Viewed: 1/12/2024 4:48:49 PM Signed: 1/17/2024 1:32:16 PM
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Electronic Record and Signature Disclosure:
Accepted: 1/12/2024 4:48:49 PM
ID: 514a13ed-5dc6-4923-b21e-00f05a7b8abf

Signer Events	Signature	Timestamp
Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.147	Sent: 1/17/2024 1:32:18 PM Viewed: 1/18/2024 7:58:13 AM Signed: 1/18/2024 7:58:26 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.157.67	Sent: 1/18/2024 7:58:29 AM Viewed: 1/18/2024 8:34:26 AM Signed: 1/18/2024 8:34:31 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Paul Johnson paul.johnson@commerce.wa.gov Security Level: Email, Account Authentication (None)		Sent: 1/5/2024 11:07:23 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brad Medrud bmedrud@ci.tumwater.wa.us Security Level: Email, Account Authentication (None)		Sent: 1/12/2024 2:05:53 PM Viewed: 1/12/2024 2:21:47 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brittaney McClanahan BMcClanahan@ci.tumwater.wa.us Security Level: Email, Account Authentication (None)		Sent: 1/12/2024 2:05:53 PM Viewed: 1/16/2024 8:28:44 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/18/2024 8:34:26 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	1/18/2024 8:34:31 AM
Completed	Security Checked	1/18/2024 8:34:31 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

TO: City Council
FROM: Jennifer Radcliff, GIS Program Manager
DATE: May 20, 2025
SUBJECT: Small Government Enterprise Agreement Renewal with Esri

1) Recommended Action:

Authorize the Mayor to sign the Small Government Enterprise Agreement Renewal with Esri as recommended for approval on the consent calendar at the May 8, 2025 Public Works Committee meeting.

2) Background:

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant the City access to Esri GIS (Geographic Information System) term license software. The SGEA will be effective on the date executed and will require a firm, three-year commitment. An SGEA will provide the city with multiple benefits, including: A lower cost per unit for licensed GIS software, substantially reduced administrative and procurement expenses, and complete flexibility to deploy GIS software products when and where needed.

3) Policy Support:

Refine and Sustain a Great Organization: Be good stewards of public funds by following sustainable financial strategies

4) Alternatives:

☐ Do not recommend approval

5) Fiscal Notes:

The total cost of the three-year agreement is \$122,425.20. Costs are distributed based on utilization of GIS work products and are included in General, Water, Sewer, and Storm funds.

6) Attachments:

A. Small Government Enterprise Agreement Renewal with Esri



March 6, 2025

Ms. Jen Radcliff
City of Tumwater
555 Israel Rd Sw
Tumwater, WA 98501-6515

Dear Jen,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Heather Glock



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-543422

Date: March 19, 2025

Customer # 181846 Contract #

City of Tumwater
 GIS
 555 Israel Rd Sw
 Tumwater, WA 98501-6515

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/6/2025 To: 6/4/2025

ATTENTION: Jen Radcliff
 PHONE: (360) 252-5418
 EMAIL: jradcliff@ci.tumwater.wa.us

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	\$32,200.00	\$32,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	\$37,200.00	\$37,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	\$42,200.00	\$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$111,600.00

Sales Tax: \$10,825.20


Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$122,425.20


 AK

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.


 Annette Kazandjian (Apr 18, 2025 22:41 PDT)

For questions contact:

Heather Glock

Email:

hglock@esri.com

Phone:

909-793-2853 x8948

If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Delivery is FOB origin.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-543422

Date: March 19, 2025

Customer # 181846 Contract #

City of Tumwater
GIS
555 Israel Rd Sw
Tumwater, WA 98501-6515

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/6/2025 To: 6/4/2025

ATTENTION: Jen Radcliff
PHONE: (360) 252-5418
EMAIL: jradcliff@ci.tumwater.wa.us

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose than system selection and purchase/license without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.


Annette Kazandjian (Apr 18, 2025 22:41 PDT)

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Heather Glock

Email:

hglock@esri.com

Phone:

909-793-2853 x8948

If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Delivery is FOB origin.

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # **00339862.0**

SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Online User Types ArcGIS Online Viewer User Types
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	10	ArcGIS Enterprise Contributor User Type	10
ArcGIS Online Mobile Worker User Type	35	ArcGIS Enterprise Mobile Worker User Type	35
ArcGIS Online Creator User Type	35	ArcGIS Enterprise Creator User Type	35
ArcGIS Online Professional User Type	10	ArcGIS Enterprise Professional User Type	10
ArcGIS Online Professional Plus User Type	10	ArcGIS Enterprise Professional Plus User Type	10
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	10 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	10 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps	
ArcGIS Location Sharing for ArcGIS Online	10	ArcGIS Location Sharing for ArcGIS Enterprise	10
ArcGIS Online Service Credits	25,000		

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Distributor	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Tumwater
(Customer)

By: _____
Authorized Signature

Printed Name: Debbie Sullivan _____

Title: Mayor _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Jennifer Radcliff _____

Telephone: (360) 252-5418 _____

Address: 555 Israel Rd SW _____

Fax: _____

City, State, Postal Code: Tumwater, WA 98501 _____

E-mail: jradcliff@ci.tumwater.wa.us _____

Country: United States _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0 —ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0 —MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.






Enterprise Agreement

Final Audit Report

2025-04-19

Created:	2025-04-18
By:	Martino Lazzaroni (mlazzaroni@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA43qYjmy_5RCzselvsWCgvFIGI-TvuH-F

"Enterprise Agreement" History

-  Document created by Martino Lazzaroni (mlazzaroni@esri.com)
2025-04-18 - 10:31:17 PM GMT- IP address: 155.226.129.249
-  Document emailed to Annette Kazandjian (akazandjian@esri.com) for signature
2025-04-18 - 10:32:54 PM GMT
-  Email viewed by Annette Kazandjian (akazandjian@esri.com)
2025-04-19 - 5:41:16 AM GMT- IP address: 104.47.57.126
-  Document e-signed by Annette Kazandjian (akazandjian@esri.com)
Signature Date: 2025-04-19 - 5:41:40 AM GMT - Time Source: server- IP address: 98.37.165.30
-  Agreement completed.
2025-04-19 - 5:41:40 AM GMT

TO: City Council
 FROM: Kelly Adams, Assistant City Administrator
 DATE: May 20, 2025
 SUBJECT: Integrated Planning Grant with Department of Ecology Amendment No. 1

1) Recommended Action:

Approve and authorize the Mayor to sign the Integrated Planning Grant with Department of Ecology Amendment No. 1 to be placed on the Consent calendar as recommended at the May 14, 2025, General Government Committee meeting.

2) Background:

Ecology awarded the City an IPG to help catalyze redevelopment in the Capitol Boulevard Corridor at the former WSDOT Regional Headquarters Campus. The IPG program is a state-wide competitive grant program that provides funding to local governments to assess contaminated sites. The City has focused this funding on the former WSDOT Regional Headquarters with the intent to purchase the site.

The current term date ends on June 30, 2025. Amendment 1 extends this date to June 30, 2027. This empowers the City to remain flexible and responsive to the budget challenges faced by the property owners, WSDOT.

3) Policy Support:

Strategic Goal and Priorities:

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

Economic Development Plan Goal #8:

- Encourage economic development that strengthens the Tumwater community
-

4) Alternatives:

☐ None

5) Fiscal Notes:

There is no match requirement for this grant.

6) Attachments:

- A. Integrated Planning Grant Agreement
- B. Amendment 1 to the Integrated Planning Grant

Department of Ecology – ROUTER
Toxics Cleanup Program

Agreement #:TCPIPG-2325-Tumwat-00050 Contractor/ Recipient: City of Tumwater Amendment #: new
Project Title: Former WSDOT Olympic Region Headquarters

Name & Role	Approved	Initial	Date
1. Barry Rogowski Title: Program Manager	X	<div><div>DS</div>BR</div>	3/20/2024
2. Title:			
3. Title:			
4. Title:			
5. Title:			
6. Title:			
7. Title:			
8. Title:			



Agreement No. TCPIPG-2325-Tumwat-00050

TOXICS CLEANUP INTEGRATED PLANNING GRANT 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:	Former WSDOT Olympic Region Headquarters
Total Cost:	\$200,000.00
Total Eligible Cost:	\$200,000.00
Ecology Share:	\$200,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	03/18/2024
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Integrated Planning Grant

Project Short Description:

In 2021, the Washington State Department of Transportation (WSDOT) vacated the former Olympic Region Headquarters in Tumwater. It is an 11.6-acre brownfields Site located at 5720 Capitol Blvd SE, Tumwater, WA 98501. No CSID or FSID. The Site has known and suspected contamination which needs to be further characterized prior to the RECIPIENT acquiring the property from WSDOT for redevelopment.

Project Long Description:

The Former WSDOT Olympic Region Headquarters is located at 5720 Capital Blvd SE in Tumwater, WA 98501 (no CSID/FSID). The RECIPIENT and WSDOT have been discussing the upcoming surplus of the longtime 11.6-acre WSDOT Olympic Region Headquarters in Tumwater. The RECIPIENT intends to purchase the Site pending due diligence. The Site was historically used as a multipurpose headquarters that housed administrative offices, a materials-testing lab, a fueling site, and vehicle fleet services.

State of Washington Department of Ecology
Agreement No: TCPIPG-2325-Tumwat-00050
Project Title: Former WSDOT Olympic Region Headquarters
Recipient Name: CITY OF TUMWATER

There are six structures on this site ranging from approximately 15,000 square feet to 25,000 square feet. Trichloroethylene (TCE) above MTCA action levels has been found in the soil, with additional investigation required. In addition to the soil, potential exposure routes include vapor intrusion and groundwater contamination. Due to the age of structures on the Site and its historic use, it is known that lead, asbestos, and petroleum related contaminants are also present. The RECIPIENT examined the current structures for potential restoration and reuse, however due to the deteriorating condition and challenges meeting current building and safety requirements it was determined that it would be infeasible to save any of the structures.

In August 2021, WSDOT began preparing for the surplus of the property by taking and planning several actions:
Environmental Assessments (ESA)

- Phase I ESA Completed in June 2021
- Limited Phase II ESA Completed on March 2023 (sampling has confirmed the presence of Trichloroethylene above MTCA action levels in soil)
- Final PCB, Lead, and Asbestos survey reports completed in Summer 2023
- Additional remedial investigation work to verify contamination levels and extents in progress (no completion date at this time)

Site Preparation Activities

- Fueling site and associated underground storage tank removed in 2021 (no contamination issues were identified during removal of the tanks)
- The remaining buildings on the Site will soon undergo demolition, which is scheduled to begin in Summer 2024.

The RECIPIENT wishes to purchase the property to catalyze the Capitol Boulevard Corridor Plan, which identifies the Site as "the single most important redevelopment opportunity" to transform the corridor into a series of vibrant and community-oriented mixed-use centers. Once purchased, the RECIPIENT intends to partner with a developer to realize the Site's potential.

The plan's vision for the Site includes 1 to 5 story buildings (residential and retail), a small public park, ample parking, local access streets, attractive streetscapes, and perimeter landscaping. The RECIPIENT intends to reserve one-third of the development for affordable housing, one-third for market rate housing, and one-third for commercial and public use. The RECIPIENT will be conducting community engagement activities throughout the planning process to ensure the final reuse vision is community driven.

Before the RECIPIENT and WSDOT can execute a purchase and sale agreement, the Site is in need of additional environmental analysis, reuse planning, and due diligence. It is estimated that the remaining cost to finish just the environmental analysis is \$500,000. According to WSDOT's surplus process, the RECIPIENT will have right of first refusal. The RECIPIENT has already communicated to WSDOT that it intends to purchase the Site, and the two parties have begun drafting the necessary agreements. The Tumwater City Council has also added the purchase of the property to the RECIPIENT'S Legislative Agenda, where it was adopted on November 1, 2022.

The RECIPIENT intends to use these Integrated Planning Grant funds to conduct due diligence, environmental assessments, and cleanup/reuse planning work at the Site. ESA work completed in the past must be evaluated and redone in part to comply with industry standards.

The redevelopment of the Site is also an identified priority in several approved city-wide planning documents, including

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

Recipient Name: CITY OF TUMWATER

the Capitol Boulevard Corridor Plan, the Economic Development Plan, and the Comprehensive Plan. Redeveloping this Site is a priority and the RECIPIENT is well-positioned to move forward.

Leveraging Additional Funds and Resources

The RECIPIENT has leveraged additional funds and resources to facilitate brownfield redevelopment. In May 2023, the RECIPIENT was awarded an EPA Community-Wide Assessment Grant in the amount of \$500,000. The RECIPIENT intends use the federal grant funds to create a brownfields inventory, conduct Phase I and Phase II ESAs, and develop cleanup plans in two target areas, the Brewery District and Capitol Boulevard Corridor. The RECIPIENT anticipates the locations within the Brewery District will exhaust available federal funding, leaving a financial need for the Capitol Boulevard Corridor and the Former WSDOT Olympic Region Headquarters Site. Use of IPG funds will be kept distinct and separate from the federal funding to prevent any duplication of benefits.

The RECIPIENT is also working with the Center for Creative Land Recycling (CCLR) the technical assistance to brownfields provider for EPA Region 10, on hosting a Vision 2 Action workshop for the Site. This will improve community engagement, while also leveraging additional resources.

The RECIPIENT intends to form a public-private partnership for the eventual redevelopment of the property, leveraging private investment as well.

Building off several years of planning work, as well as support and engagement from the public and other partners, the RECIPIENT is well positioned to take advantage of this impactful redevelopment opportunity. The RECIPIENT has re-engaged with a new group of community partners to support redevelopment efforts in Tumwater, including:

- Thurston Regional Planning Council
- Squaxin Island Tribe
- Port of Olympia
- Thurston Economic Development Council
- Tumwater Chamber of Commerce
- Thurston County Chamber of Commerce
- Center for Creative Land Recycling

Overall Goal:

The overall goal is to redevelop the WSDOT site into a vibrant community asset while addressing environmental, economic, community, and sustainable development goals. To accomplish this, IPG funds will be used to complete the due diligence (analysis of environmental conditions, cleanup/remediation planning, and reuse/redevelopment planning) necessary for the RECIPIENT and WSDOT to proceed with the purchase and sale of the property. A successful outcome will not only result in numerous environmental benefits, but also realize the single most important redevelopment opportunity in the City's core transportation corridor.

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

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

State of Washington Department of Ecology

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Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

Recipient Name: CITY OF TUMWATER

Project Manager	Debbie Sullivan Mayor 555 Israel Road SW Tumwater, Washington 98501 Email: dsullivan@ci.tumwater.wa.us Phone: (360) 754-4180
Billing Contact	Debbie Sullivan Mayor 555 Israel Road SW Tumwater, Washington 98501 Email: dsullivan@ci.tumwater.wa.us Phone: (360) 754-4180
Authorized Signatory	Debbie Sullivan Mayor 555 Israel Road SW Tumwater, Washington 98501 Email: dsullivan@ci.tumwater.wa.us Phone: (360) 754-4180

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

Recipient Name: CITY OF TUMWATER

ECOLOGY INFORMATION

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

Physical Address: Toxics Cleanup
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Dan Joswiak 4601 N Monroe Street Spokane, Washington 99205-1295 Email: djos461@ecy.wa.gov Phone: (509) 992-0755
Financial Manager	Lydia Lindwall PO Box 47600 Olympia, Washington 98504-7600 Email: llin461@ecy.wa.gov Phone: (360) 790-1124
Technical Advisor	Tom Middleton PO Box 47775 Olympia, Washington 98504-7775 Email: tmid461@ecy.wa.gov Phone: (360) 999-9594

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

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

DocuSigned by:
By: Barry Rogowski 3/20/2024
6A0C8B7E6EB0424

By: Debbie Sullivan 3/19/24

Barry Rogowski
Toxics Cleanup
Program Manager
Date

Debbie Sullivan
Mayor
Date

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

Recipient Name: CITY OF TUMWATER

SCOPE OF WORK

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

Task Title: GRANT AND PROJECT ADMINISTRATION -J008

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities.

Eligible administrative costs may also include those incurred performing activities to:

- Procure and manage consultants and construction contractors.
- Perform quality control and quality assurance oversight of all project elements.
- Manage the grant, develop and maintain grant files.
- Ensure compliance with the terms of the approved work plans.
- Prepare and submit payment requests and progress reports, or other reports as requested.
- Conduct, coordinate, and schedule activities related to multiple tasks or the grant as a whole.
- Perform public involvement activities: plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY and not billed under another task.
- Purchase services, supplies, and tools needed to accomplish grant tasks.

Travel & Per Diem:

ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. Any costs incurred over the state rate are not reimbursable under the grant.

The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, or maintaining vehicles are considered part of overhead and may not be direct billed to this grant. Mileage logs are required.

BACKUP DOCUMENTATION: All backup documentation for time and materials, whether recipient staff costs, prime contractor or subcontractor, must include the person, the day they worked, the hours each day, the rate of pay, total cost, and the activity being performed.

Task Goal Statement:

To manage the grant and project and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, the Administrative Requirements for Recipients of Ecology Grant and Loans Managed in EAGL.

Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

Recipient Name: CITY OF TUMWATER

Recipient Task Coordinator: Mike Matlock**GRANT AND PROJECT ADMINISTRATION -J008****Deliverables**

Number	Description	Due Date
1.1	A minimum of quarterly grant payment requests/progress reports (PRPR) with proper documentation	
1.2	RECIPIENT Closeout Report submitted no later than one week after the final PRPR	

State of Washington Department of Ecology
 Agreement No: TCPIPG-2325-Tumwat-00050
 Project Title: Former WSDOT Olympic Region Headquarters
 Recipient Name: CITY OF TUMWATER

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$120,000.00

Task Title: ASSESSMENTS AND REMEDIAL INVESTIGATIONS - J003

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform remedial site investigations consistent with the scope of work in the ECOLOGY approved work plan for the Site. This includes the review of documents related to prior environmental investigations at the Site, new Phase I and II ESAs, sampling and analysis costs, identification and testing of potential sources of contamination (including hazardous building materials), surveying/mapping, data management, reports, and RECIPIENT staff costs for these activities not billed under the Grant and Project Administration task.

RECIPIENT shall prepare a draft sampling and analysis plan and Quality Assurance Project Plan and submit to ECOLOGY for approval before implementing the plan. Sampling and analysis data must be entered into ECOLOGY's Environmental Information Management (EIM) system.

Eligible costs also include activities associated with compliance with archaeological and cultural resource requirements. A cultural resources review and consultation must be completed before ground disturbing activities are conducted.

Task Goal Statement:

To compile Site information, and conduct field investigations that adequately characterize the nature and extent of contamination at the Site to enable the development and evaluation of alternatives for the cleanup of the Site.

Task Expected Outcome:

The results of the Site investigations are documented in a report that can be used to aid the development and evaluation of any required cleanup alternatives for the Site.

Recipient Task Coordinator: Mike Matlock

ASSESSMENTS AND REMEDIAL INVESTIGATIONS - J003

Deliverables

Number	Description	Due Date
2.1	Phase I Environmental Site Assessment	
2.2	Phase II Environmental Site Assessment Work Plan including a SAP and QAPP	
2.3	Phase II Environmental Site Assessment	
2.4	Sampling/Analysis data entered into EIM	

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

Recipient Name: CITY OF TUMWATER

SCOPE OF WORK

Task Number: 3

Task Cost: \$20,000.00

Task Title: FEASIBILITY STUDY - J004

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform an analysis of the feasibility of potential cleanup options identified for the Site during remedial site investigation activities. This work must be consistent with the scope of work approved by the ECOLOGY Project Manager for the Site.

Opportunities for cost savings and efficiencies between cleanup and redevelopment may be identified as part of the evaluation of cleanup alternatives.

Eligible activities include the development of a draft cleanup action plan.

Task Goal Statement:

The results of the Draft Cleanup Alternatives Memo are documented in a memo and adequate information has been provided so a cleanup action can be selected as needed.

Task Expected Outcome:

The results of the Draft Cleanup Alternatives Memo are documented in a memo and adequate information has been provided so a cleanup action can be selected as needed.

Recipient Task Coordinator: Mike Matlock**FEASIBILITY STUDY - J004****Deliverables**

Number	Description	Due Date
3.1	Draft Cleanup Alternatives Memo/Report	

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

Recipient Name: CITY OF TUMWATER

SCOPE OF WORK

Task Number: 4

Task Cost: \$59,000.00

Task Title: INTEGRATED PLANNING ACTIVITIES - J011

Task Description:

This task funds RECIPIENT integrated planning activities ECOLOGY deems reasonable and necessary to complete needed economic assessments, planning, and development of implementation strategies for the redevelopment of the Site.

Activities may include:

- Review of reports and technical documents related to the ESAs and Site redevelopment planning;
- Technical communications between the RECIPIENT, their contractors, potentially liable parties, and ECOLOGY;
- Economic impact research and evaluations;
- Conceptual Site Plan;
- Building condition assessment;
- GIS analysis;
- Boundary and topographic survey;
- Bathymetric and in-water habitat survey;
- Stakeholder interviews, surveys, and meetings;
- Community engagement and outreach, such as open house forums to solicit comments on plans and technical documents;
- Development and funding strategies; and
- Regulatory assessment.

The RECIPIENT shall:

- Consult and coordinate with the ECOLOGY project manager in the development of consultant scopes of work for activities under this task;
- Provide ECOLOGY with copies of all draft and final technical documents, plans, reports, data and analyses, GIS models, communication materials, public information materials, web page content, open house agendas, surveys and the results, and any other deliverables developed or funded under this task;
- Provide ECOLOGY the advanced notice of community events or meetings about the grant funded work;
- Include deliverable(s) documentation of funded activities or products such as advertising, communication materials, summary notes, reports, and survey or assessment; and
- Verify the eligibility of costs with the ECOLOGY grant financial manager. Costs not approved by the ECOLOGY grant financial manager will not be reimbursed by the grant.

Task Goal Statement:

To complete an integrated planning study that utilizes Site-specific environmental information, economic impact research, and community engagement to create a vision to guide property reuse.

Task Expected Outcome:

An integrated planning study will be completed that guides redevelopment of the property.

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

Recipient Name: CITY OF TUMWATER

Recipient Task Coordinator: Mike Matlock**INTEGRATED PLANNING ACTIVITIES - J011****Deliverables**

Number	Description	Due Date
4.1	Integrated Planning Implementation Strategy Report	

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

Recipient Name: CITY OF TUMWATER

BUDGET**Funding Distribution EG240587**

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: Former WSDOT Olympic Region Headquarters Funding Type: Grant
 Funding Effective Date: 03/18/2024 Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Capital Account (MTCCA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 25% of the tax revenue into the Model Toxics Control Capital Account (MTCCA) and in some cases capital bond funds are provided to increase available grant funding.

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

State of Washington Department of Ecology

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Project Title: Former WSDOT Olympic Region Headquarters

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Former WSDOT Olympic Region Headquarters	Task Total
GRANT AND PROJECT ADMINISTRATION -J008	\$ 1,000.00
ASSESSMENTS AND REMEDIAL INVESTIGATIONS - J003	\$ 120,000.00
FEASIBILITY STUDY - J004	\$ 20,000.00
INTEGRATED PLANNING ACTIVITIES - J011	\$ 59,000.00

Total: \$ 200,000.00

State of Washington Department of Ecology

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Recipient Name: CITY OF TUMWATER

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Former WSDOT Olympic Region Headquarters	0.00 %	\$ 0.00	\$ 200,000.00	\$ 200,000.00
Total		\$ 0.00	\$ 200,000.00	\$ 200,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Any current or future work included in this Agreement will be subject to cultural resources review by ECOLOGY in accordance with any and all applicable cultural resources laws and regulations.

Any field activities potentially impacting cultural resources, will be subject to ECOLOGY's review, in consultation with the Department of Archaeology and Historic Preservation, and affected tribes, to assess actions which may directly and indirectly affect precontact (archaeological) and historic archaeological sites, historic buildings and structures, traditional cultural places, sacred sites, or other cultural resources. Field activities cannot begin until the cultural review has been completed, in situations when the activities were performed prior to ECOLOGY's review the field activities' costs may not be eligible for reimbursement.

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

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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 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/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrcs.gov <http://www.fsrcs.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

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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>, 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> exclusion list.

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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

07/01/2023 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/2301002.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.

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- 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.
- 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.

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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.

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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.

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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

Template Version 12/10/2020

State of Washington Department of Ecology

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Project Title: Former WSDOT Olympic Region Headquarters

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.

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

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.

State of Washington Department of Ecology

Agreement No: TCPIPG-2325-Tumwat-00050

Project Title: Former WSDOT Olympic Region Headquarters

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

State of Washington Department of Ecology

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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

Item 6f.

Certificate Of Completion

Envelope Id: 5EE9A97A2F0A4EE1BB0E1047954751A3	Status: Completed
Subject: Please DocuSign:	
Source Envelope:	
Document Pages: 29	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lydia Lindwall
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 47600
	Olympia, WA 98504
	lilin461@ecy.wa.gov
	IP Address: 165.151.211.179

Record Tracking

Status: Original	Holder: Lydia Lindwall	Location: DocuSign
3/20/2024 1:26:02 PM	lilin461@ecy.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Ecology	Location: DocuSign

Signer Events	Signature	Timestamp
Barry Rogowski brog461@ECY.WA.GOV Program Manager Security Level: Email, Account Authentication (None)	<div>DocuSigned by: <i>Barry Rogowski</i> 6A0C8B7E6EB0424...</div> Signature Adoption: Pre-selected Style Using IP Address: 165.151.81.73	Sent: 3/20/2024 1:29:01 PM Viewed: 3/20/2024 1:36:36 PM Signed: 3/20/2024 1:37:05 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Amanda Seider asei461@ECY.WA.GOV Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/20/2024 1:29:01 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/20/2024 1:29:01 PM
Certified Delivered	Security Checked	3/20/2024 1:36:36 PM
Signing Complete	Security Checked	3/20/2024 1:37:05 PM
Completed	Security Checked	3/20/2024 1:37:05 PM

Payment Events	Status	Timestamps
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**AMENDMENT NO. 1
TO AGREEMENT NO. TCPIPG-2325-Tumwat-00050
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF TUMWATER**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CITY OF TUMWATER (RECIPIENT) for the Former WSDOT Olympic Region Headquarters (PROJECT).

The purpose of this amendment is to extend the expiration date of the AGREEMENT from June 30, 2025, to June 30, 2027. The total budget, scope of work and deliverables, and terms and conditions of the AGREEMENT remain the same.

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

Expiration Date:

Original: 06/30/2025 Amended: 06/30/2027

CHANGES TO THE BUDGET

Funding Distribution EG240587

Funding Title: Former WSDOT Olympic Region Headquarters

Funding Type: Grant

Funding Effective Date: 03/18/2024

Funding Expiration Date: 06/30/2027

Funding Source:

Title: Model Toxics Control Capital Account (MTCCA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D

CITY OF TUMWATER

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RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 25% of the tax revenue into the Model Toxics Control Capitol Account (MTCCA) and in some cases capital bond funds are provided to increase available grant funding.

Approved Indirect Costs Rate: Approved State Indirect: 25%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Former WSDOT Olympic Region Headquarters	Task Total
GRANT AND PROJECT ADMINISTRATION -J008	\$ 1,000.00
ASSESSMENTS AND REMEDIAL INVESTIGATIONS - J003	\$ 120,000.00
FEASIBILITY STUDY - J004	\$ 20,000.00
INTEGRATED PLANNING ACTIVITIES - J011	\$ 59,000.00

Total: \$ 200,000.00

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Former WSDOT Olympic Region Headquarters Project

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Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Former WSDOT Olympic Region Headquarters	0 %	\$ 0.00	\$ 200,000.00	\$ 200,000.00
Total		\$ 0.00	\$ 200,000.00	\$ 200,000.00

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Agreement No. TCPIPG-2325-Tumwat-00050

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

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

This amendment will be effective 03/18/2024.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CITY OF TUMWATER

By: _____

Barry Rogowski

Date

Toxics Cleanup

Program Manager

By: _____

Debbie Sullivan

Date

Mayor

Template Approved to Form by
Attorney General's Office

TO: City Council
FROM: Brittaney McClanahan, Executive Assistant
DATE: May 20, 2025
SUBJECT: Advisory Board Appointment of Sharie McCaffrey and Matt Brownwell to the Barnes Lake Management District Steering Committee

1) Recommended Action:

Approve Mayor Sullivan's appointment of Sharie McCaffrey and Matt Brownwell to the Barnes Lake Management District Steering Committee.

2) Background:

Sharie McCaffrey will fill one of three vacancies on the Barnes Lake Management District Steering Committee and will represent the Northeast Barnes Lake Neighborhood. Matt Brownwell will fill the second vacancy and represent the West Barnes Lake Neighborhood. Upon Council confirmation, Sharie's term will expire September 30, 2026 and Matt's term will expire September 30, 2026.

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engaged citizens, and living connection to its history.

We Believe in PEOPLE:

Partnership | We work collaboratively with citizens, businesses, and community organizations.

4) Alternatives:

- ☐ Approve the appointment
 - ☐ Do not approve the appointment
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

A. Application

Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: Sharie McCafferty

Address: [REDACTED]

Tumwater, WA 98512

Telephone: (Home) _____ (Mobile) [REDACTED]

(Work) _____

Date: 10/22/24 Email: [REDACTED]

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

Board, Committee, or Commission	Preference Number
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	<u>1</u>
<u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	
<u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active	
<u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	
<u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active	
<u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active	
<u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active	

Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: Matthew Brownell

Address: [REDACTED]

Tumwater, WA 98512

Telephone: (Home) n/a

(Mobile) [REDACTED]

(Work) n/a

Date: 04/09/2025

Email: [REDACTED]

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

Board, Committee, or Commission	Preference Number
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	<u>1</u>
<u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>n/a</u>
<u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active	<u>n/a</u>
<u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>n/a</u>
<u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active	<u>n/a</u>
<u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active	<u>n/a</u>
<u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>n/a</u>