



**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, January 21, 2025  
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
  - [a.](#) Proclamation: Martin Luther King Jr. Day, January 20, 2025
- 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, November 26, 2024
  - [b.](#) Approval of Minutes: City Council Joint Planning Commission Work Session & Council Work Session, December 10, 2024
  - [c.](#) Approval of Minutes: City Council January 7, 2025
  - [d.](#) Payment of Vouchers (Finance Department)
  - [e.](#) Service Provider Agreement with SCJ Engineering for On-Call Engineering Services Amendment No. 2 (Public Works Committee)
  - [f.](#) Service Provider Agreement with the Dispute Resolution Center for the Tenant and Landlord Mediation Project and Conflict Resolution Resource Line (Council Work Session)
  - [g.](#) Interlocal Agreement with the City of Olympia for Fire Vehicle Maintenance (Public Health and Safety Committee)
  - [h.](#) Interlocal Agreement for Thurston County Emergency Management Council (Public Health & Safety Committee)
  - [i.](#) Interlocal Agreement (ILA) with the Cities of Olympia and Lacey, and Thurston County Implementing a Regional Environmental Education Program (REEP) (Public Works Committee)
  - [j.](#) Right of Entry Agreement with Dana Day for the Barnes Lake Management District (Public Works Committee)

- [k.](#) Memorandum of Understanding (MOU) Between the City of Tumwater (CITY) and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley Amendment 2 (Public Works Committee)
- [l.](#) Software License and Service Agreement with 365Labs on behalf of the Thurston County Law Enforcement Records Management System Consortium (“LERMS”) (Public Health & Safety Committee)
- [m.](#) 2025 Long Range Planning Work Program (Community Development Department)
- [n.](#) 2025 City Council Meeting Schedule and Summer Recess (Council Work Session)
- [o.](#) Waiver of TMC 15.01.080(B) (Community Development Department)

**7. Public Hearings:**

- [a.](#) Resolution No. R2025-001 Transportation Benefit District Resolution (Transportation & Engineering Department)

**TUMWATER TRANSPORTATION BENEFIT DISTRICT,  
TUMWATER, WASHINGTON  
RENEWAL OF SALES AND USE TAX FOR  
TRANSPORTATION IMPROVEMENTS**

The Tumwater City Council adopted Resolution R2025-001 concerning a sales and use tax to fund transportation improvements. This proposition would authorize renewal and continued imposition of a two-tenths of one percent (0.2%) sales and use tax to be collected for ten years. Revenues would fund a repair, maintenance and improvement program for existing city streets and associated infrastructure, including rebuilding, repaving, sealing, patching and other methods to improve and extend the life of pavement, bridges, drainage facilities, and pedestrian improvements including repair, replacement, infill, or extension or replacement of sidewalks and curb ramps.

Should this proposition be enacted into law? Yes [ ] No [ ]

**8. Council Considerations:**

- [a.](#) Ordinance No. O2024-008, General Commercial Residential Mixed-Use Amendments (General Government Committee)

**9. Committee Reports**

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

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

**11. Councilmember Reports**

**12. Any Other Business**

**13. Adjourn**

**Hybrid Meeting Information**

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

**Watch Online**

Go to <http://www.zoom.us/join> and enter the Webinar ID 842 3078 0717 and Passcode 048357.

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 842 3078 0717 and Passcode 048357.

**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\\_se9ikyUBSm6KCDPLIJC3jA](https://us02web.zoom.us/webinar/register/WN_se9ikyUBSm6KCDPLIJC3jA)

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

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

**Post Meeting**

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

**Accommodations**

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

# Proclamation

*WHEREAS*, the Civil Rights movement in the 1960s profoundly impacted the course of American history and continues to shape the direction and debate of our society; and

*WHEREAS*, Reverend Dr. Martin Luther King Jr., a civil rights leader, devoted his life to the non-violent advancement of civil rights and public service; and

*WHEREAS*, Dr. King believed in a nation of freedom and justice for all, and challenged all community members to help build a more perfect union and live up to the purpose and potential of the United States of America; and

*WHEREAS*, Dr. King's dream is as inspirational and important today as when he first expressed it over 60 years ago; and

*WHEREAS*, even with the progress achieved during the Civil Rights movement and subsequent decades, inequities, injustices, racism and other forms of discrimination and oppression are still prevalent in our society; and

*WHEREAS*, Dr. King's life was struck down by a bullet of bigotry on April 4, 1968, but his dream of pursuing a world free from prejudice and injustice lives on; and

*WHEREAS*, we honor and celebrate Dr. King's memory, and importantly, we also preserve his legacy that calls upon all of us to stand up against injustice and protect our most sacred tenets of democracy; and

*WHEREAS*, Dr. King always led by example and provided a framework for how each of us can shape the future by calling out injustice and continuing to work toward a more equitable society.

*NOW THEREFORE*, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim January 20, 2025, as

## *Martin Luther King, Jr. Day*

and I urge people to join me and take this opportunity to reflect upon Dr. King's vision and rededicate ourselves to continuing to advance the principles of justice and equality for all.

Signed in the City of Tumwater, Washington, and recognized on this 21st day of January in the year, two thousand twenty-five.



*Debbie Sullivan*

*Debbie Sullivan*  
*Mayor*

**TUMWATER CITY COUNCIL WORK SESSION  
MINUTES OF VIRTUAL MEETING  
NOVEMBER 26, 2024 Page 1**

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

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Parks and Recreation Department Director Chuck Denney, Police Commander Jay Mason, Sustainability Coordinator Alyssa Jones Wood, and Deputy City Clerk Tracie Core.

Others: Tom Crawford and Stephen Bernath, Climate Advisory Workgroup, and Tony Usibelli, South Sound Washington State Sierra Club.

**2023  
SUSTAINABILITY  
REPORT:**

Coordinator Jones Wood presented the Green Team Annual Report for 2023 focusing on internal City operations, and Thurston Climate Mitigation Collaborative (TCMC) Annual Report focusing on community-wide emission reductions.

Reduction targets for greenhouse gas emissions were established by resolution approved by the Council as part of shared greenhouse gas emission reduction targets representing a 45% reduction in emissions by 2030 and an 85% reduction by 2050 utilizing 2015 as the baseline. The targets are being updated for the new Climate Element of the Comprehensive Plan to align with state reduction goals of net-zero emissions by 2050.

Coordinator Jones Wood shared a bar chart of City operations greenhouse gas emissions. Blues lines represent total emissions while the orange lines represent net emissions. Net emissions are actual emissions released into the atmosphere minus any offsets to reduce emissions. The City’s record is consistent for total emissions but beginning in 2021, the City experienced net emissions through the purchase of green energy from Puget Sound Energy (PSE) through energy renewable certifications for all City electricity use.

Total emissions were represented in a pie chart with the largest source from water infrastructure for pumping, treating, and distributing water to City customers. The second largest user is the vehicle fleet with 18% from buildings and facilities followed by street lighting and outdoor lighting.

Coordinator Jones Wood reviewed net greenhouse gas emissions reduced by the purchase of renewable energy. The figures include City vehicle fleet, natural gas consumption, and waste.

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The City tracks fuel consumption annually. For fuel consumption, a 2019 baseline is used. Fuel consumption can be gasoline, diesel, or renewable diesel (effective in 2023). Renewable diesel was a pilot program as it emits 60% less greenhouse gas emissions from the tailpipe than fossil fuels. The pilot program includes the use of the City's street sweepers. Based on no issues with the use, the City replaced diesel in the City's underground storage tanks with renewable diesel and no longer uses fossil diesel to power the City's fleet.

Coordinator Jones Wood reviewed the breakdown of different vehicles in the City's fleet with 7% electric vehicles (EV) and 9% hybrids. Approximately 84% of the fleet is comprised of internal combustion engine vehicles. In 2023, an in-house EV fleet assessment was completed of police vehicles and non-police vehicles because of differences in use and different cycles of vehicle replacements. Based on the assessment, 51% of the existing fleet could be converted to electric vehicles. By 2030, 18% could be converted to electric vehicles with additional grant support with 31% remaining internal combustion engine vehicles due to the type of vehicles. Electrifying the police fleet is entirely dependent upon on the release of a pursuit-rated police EV. The EV Chevy Blazer is scheduled for release with the City planning to pilot one vehicle through a state contract to assess how the vehicle meets police needs. Based on that scenario, 48% of the police fleet could be electrified with 30% hybrid vehicles and 22% internal combustion engine vehicles.

Coordinator Jones Wood reviewed buildings and facilities emissions. Emissions are from natural gas and electricity usage. Usage of natural gas increased last year because of the inclusion of natural gas usage by the golf course and the restaurant. The golf course restaurant consumes most of the natural gas by the City. Many City facilities are heated by natural gas with the golf course as the largest user followed by City Hall and the fire stations.

The Green Team established a goal for electricity usage and discussed options for tracking usage by employee to document efficiency as opposed to tracking total usage. Water infrastructure consumes the most electricity to pump, treat, and distribute potable water followed by buildings and facilities, streetlights, sewer infrastructure, traffic signals, and EV charging (less than 1%).

The City purchases renewable energy certificates from PSE for 100% of the City's electricity consumption. The credits are from the Skookumchuck Wind Farm in Lewis County and Lund Hill Solar Farm in Klickitat County. The investment grade audit of City Facilities in 2023 identified several cost-effective projects to reduce emissions. The audit identified \$4.6 million in total projects. Two of the projects are included in the City's 2025-2026 biennial budget for Public Works Building #2

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HVAC replacement and City parks irrigation controls. The remaining projects are deferred until funding becomes available. Staff actively seeks grant funding for projects. The overall goal is improving energy efficiency and de-carbonizing buildings.

Solid waste is small sector included in the Green Team Report. The City achieved its goal in 2023 while acknowledging the difficulty of measuring waste of City operations. A formal waste audit was too expensive and a potential alternative of using laser sensors in dumpsters was not approved by the waste service provider. Staff obtains estimates based on weight and frequency of pickup, as well as the unit size of containers. Estimates reflect the City is diverting approximately 25% of waste and sending the remaining 75% to the landfill.

Coordinator Jones Wood responded to questions about the goals for waste and acknowledged the possibility of establishing different goals for different kinds of waste streams, such as plastic, paper, and aluminum. The difficulty is because of the inability to measure the waste stream for any type of waste. A bid received in response to the request for a quote for a waste audit for City operations was more than the available funding.

The City used 15.25% more potable water in 2023 than the baseline year. The largest users of water are parks and rights-of-way.

Councilmember Swarthout inquired about the availability of recycling companies to handle recyclable waste. Councilmember Cathey said the City's recyclables are processed by a variety of different companies.

Coordinator Jones Wood added that certain types of plastics are stored until a reasonable market price is attained because recycling is market-based. Solid waste in Thurston County is managed by Thurston County. The county has updated information on the location of sources processing different streams of waste.

Councilmember Swarthout asked whether the City has developed a plan to address the heating issue at the golf course restaurant. Coordinator Jones Wood advised that the investment grade audit identified the need to reconnect the kitchen outdoor air reheat to heat kitchen space without using kitchen stoves. The cost to resolve the issue would be approximately \$60,000. The investment grade audit includes a recommendation to add a gas sub-meter for the restaurant. Any action is deferred because of the lack of funding.

Councilmember Cathey recommended the City schedule a presentation by staff on the waste and recycle services offered in the City as different areas of the state have different types of services and requirements, such as either retaining or removing plastic bottle caps and recycling of glass

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containers. Thurston County requires removal of caps while Seattle service providers do not require removal of bottle caps.

Councilmember Dahlhoff advised that the Department of Enterprise Services (DES) is seeking a statewide contract for recycling in multiple categories. Current waste trends in the waste stream are clothing and furniture. DES is seeking a vendor to conduct a pilot to address that waste stream. DES could be a source of potential funding in the future.

Councilmember Jefferson asked about potential actions by the Council to increase baseline percentages of different recyclable materials. Coordinator Jones Wood advised that in addition to funding, the City could explore opportunities with the Department of Ecology for recycling grants. After the City hires an urban forester, she would have more capacity to focus on solid waste and seeking other funding opportunities.

Coordinator Jones Wood reported the City utilizes reclaimed water from LOTT at the golf course for irrigation. Potable water is not necessary for irrigation and requires a lot of energy to produce.

Another metric tracked for the Green Team Report is employee participation in the Commute Trip Reduction program. Six employees are signed up and commute to work by using alternative means of transportation (biking, walking, bus, carpooling, or vanpooling). The City offers an incentive program for employees to purchase electric vehicles or plug-in hybrid vehicles. Three employees took advantage of the incentive last year with more than three employees using the program in 2024.

Coordinator Jones Wood updated the Council on the status of the TCMC Annual Report. Based on the 2022 greenhouse gas emissions inventory, the region is trending in the wrong direction. Greenhouse gas emissions community-wide increased by 6.6% between the baseline year and 2022. More work is needed to reduce the upward trend. Approximately 54% of community-wide greenhouse gas emissions in Thurston County are from buildings and energy, 36% from transportation, and 36% from water and waste, refrigerants and agriculture. In 2021, the City accepted the Thurston Climate Mitigation Plan (TCMP). The City realized the plan's implementation structure was created with the assumption that staff would not be assigned to work on goals. Time was expended in 2023 to rework the implementation structure to clarify different regional efforts. Subsequently, the Thurston Climate Mitigation Collaborative was formed. At its first annual retreat, the collaborative selected regional initiatives and appointed a Community Advisory Workgroup. Administrative tasks were transitioned to a consultant. The collaborative created a greenhouse gas emissions inventory and created jurisdictional work programs to support actions and strategies in the TCMP.



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Progress was achieved on 2024 regional initiatives comprised of the Home Energy Score model ordinance and the electrification campaign pilot. A proposed interlocal agreement will be presented to the Council in January 2025 for the electrification campaign pilot. The model ordinance is being vetted by the Community Advisory Work Group and scheduled for presentation to the Council in April 2025 for potential adoption. Efforts continue on replacement of LED bulbs in City facilities. An all-electric buildings webpage was launched on the City's website and the City participated in the *Switch is On* launch to provide numerous resources to the community to learn how to electrify homes. The region achieved SolSmart Silver designation, a federal program offering assistance to alleviate and reduce barriers for small residential solar. The City completed two solar-plus storage feasibility estimates for City Hall and the Tumwater Library.

For transportation and land use, the City began work on the Comprehensive Plan Periodic Update to update the Transportation Element and create a new Climate Element. The TCMP intersects with other projects, such as actions specific to transportation efficiency that addresses roundabouts. The City's I-5/Trospen Road/Capitol Boulevard Reconfiguration project was a TCMP implementation project. The City completed its Fleet Electrification Plan and added three public EV chargers at City Hall, and designed and secured grant funding for multiple bike and pedestrian improvement projects.

In water and waste, the City completed the Investment Grade Audit of City facilities, continued recycling and composting at City events when volunteers are available, adopted the compost procurement ordinance and implemented by staff, and added rechargeable battery recycling during the Clean Up Drop Off event.

Efforts in agriculture, forest, and prairies included multiple public meetings on Tumwater Municipal Code sections related to trees in 2023. Ongoing efforts were paused during the update of the state's Wildland-Urban Interface code. The City was involved in improving the state code. The City hired a new planner to reinitiate the tree code update. The City completed a public urban forest and inventory and maintenance plan for all City properties, and continued efforts on the Habitat Conservation Plan. The City sponsored its annual Arbor Day tree giveaway.

The City's Sustainability webpage was updated and includes updated resources. Staff continues student internships and guest lectures.

**MEETING  
THURSTON  
REGION'S**

City Administrator Parks introduced Tom Crawford and Steven Bernath, members of the Climate Advisory Workgroup for the Collaborative. They met with Mayor Sullivan and staff several weeks ago to review a letter drafted by the workgroup that speaks to concerns about insufficient

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**GREENHOUSE GAS REDUCTION GOALS:** capacity and resource allocation for addressing the climate crisis. They requested the City provide an opportunity to address the issues with the Council.

Mr. Bernath shared information on his professional background as a former state forest hydrologist working on climate change since the mid-2000s, water quality, fish habitat, and assisting Thurston County develop its conservation ordinance. The discussion will focus on ways to increase efforts to reduce greenhouse gas emissions and identify climate mitigation.

Mr. Crawford shared information about his professional background involved in climate change since 2008. He was a founder of the Thurston Climate Action Team (TCAT) and currently serves on the Board of the TCAT. He worked with indigenous and tribal communities on educational issues throughout the Pacific Northwest, as well IT projects for state government and organizations in the state, Oregon, and other areas of the country.

Tony Usibelli reported he serves as the Co-Chair of the South Sound Washington State Sierra Club. The club represents Thurston, Lewis, Grays Harbor, and Mason Counties. He is actively involved in local and state efforts for climate action.

Mr. Crawford acknowledged that the City of Tumwater was one of the first jurisdictions to allocate funds to assist in climate change efforts. He cited the Council's support for climate action and for accepting the TCMP and adopting a resolution declaring a climate crisis. The City also added staff specific to work on the TCMP, as well as increasing funding for the function. He thanked the Council and Mayor for their ongoing commitment to the Climate Mitigation Collaborative and to Councilmember Swarhout for her participation as a member.

As members of the Community Advisory Workgroup, they participated in a retreat in 2024 to discuss the significant discrepancy in achieving the goals identified in the TCMP and the targets established by the jurisdictions. Today, the target is 40% short of the 2030 goal. Much of that 40% could be achieved through progress by PSE to reduce carbon utilization for energy. Reducing carbon emissions by PSE operations will assist the region in achieving its goal while acknowledging that there is still a gap as the region is headed in the wrong direction with increasing emissions rather than a reduction in emissions.

Two actions are necessary. More resources should be devoted to address the challenges and crisis and reconsideration of the focus among policymakers and staff within each jurisdiction to ensure all decisions are helping to achieve the goals. Some policy decisions appear to be at odds with achieving the goals, such as zoning or permitting decisions that are

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not consistent with the goal of reducing greenhouse gas emissions. One example is the allowance of warehouse uses in some communities that will directly increase the transportation footprint. Large warehouse developments also require the removal of trees, which serve as a source for carbon sequestration.

Councilmember Cathey said she is concerned about the lack of funding for any environmental attention from the new administration. She inquired as to any available resources for future funding. Mr. Crawford responded that funding has been an ongoing conversation by some members of the workgroup and within TCAT. It is important to consider ideas that are not typically considered and exploring ways to increase local funding sources that are not dependent on changes in the federal administration or in state government.

Councilmember Cathey commented on impacts to the climate by actions disturbing soils and the importance of paying attention to soil and not just greenhouse gas emissions but paving to accommodate development that often disrupts the balance of nature. She engaged in many conversations about the impacts caused by the disruption of soil and reducing the amount of pavement. Mr. Crawford agreed as it is becoming more evident that disturbing the soil also has an effect on the climate as it releases greenhouse gases that otherwise would remain within the soil.

Mr. Crawford said the planet's temperature has increased by 1.5°C, which in 2015 was the temperature many believed was beyond what the planet could not exceed. The increase is not good news and it is important to plan carefully moving forward. The message is stressing the importance of thinking globally and acting locally.

Mr. Crawford displayed a photo of Vancouver, Washington in 2021. The photo reflected an individual returning to his apartment building with a sign on top of the building displaying 116°F. The planet is facing a heat dome situation, which was experienced in the Tumwater and Thurston County area. The heat is not stopping and will not decrease until emissions are reduced over a period on a permanent basis. It is only one of many challenges the region is facing in addition to smoke from wildfires, flooding, rainfall runoff, mudslides, and the indirect effects of reducing the ability to grow crops in some areas of the world. Nutritional values of some crops are dropping dramatically across the planet because of effects of heat and climate change.

Mr. Usibelli addressed the letter and other signatories of the letter. Fundamentally, the Sierra Club is concerned about what it perceives as a major environmental challenge in the era of climate change. Nearly most of the work by the organization is focused in one form or another on climate change, which is why the organization signed the letter along with

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other organizations. All the organizations are aware that climate change presents major challenges to jurisdictions while also acknowledging that from a policy and program perspective, the City of Tumwater is leading the program by the actions completed and planned in the future.

Voters supported the Climate Commitment Act representing more than 60% of the statewide electoral. Projected revenue from cap and investment mechanisms of the Act estimate that over the next five years, funding will be generated of approximately \$3.8 to \$4.1 billion to fund environmental activities benefitting the climate. All signatories to the letter are interested in exploring ways to utilize some of those funds locally. One example of some actions by Sierra Club was encouraging members to become involved with Olympia Community Solar by supporting the program through the purchase of shares. It is also recognized that local governments, cities, counties, and the states will move forward to combat the effects of climate change regardless of what occurs at the federal level. The letter speaks to much needed actions while acknowledging the large base of individuals and organizational support to tap into some financial resources to move forward.

Councilmember Jefferson questioned the motivation and decision process for sending the letter. Mr. Crawford responded that some members began discussing the status of efforts within the context of the Community Advisory Workgroup in late 2023. Efforts required several meetings to solicit volunteers, develop the letter, and solicit signatories. Eleven of the 13 members of the Community Advisory Workgroup have signed the letter. The letter was driven by the March 2024 retreat after a review of current regional climate trends. The letter was initially presented to the Executive Committee of the Thurston Climate Mitigation Collaborative in July 2024. Since then, members and staff encouraged presentation of the letter to local city councils. The Olympia City Council and the Lacey City Council also received a presentation. A meeting is scheduled with several Thurston County Board of County Commissioners to discuss scheduling a presentation to the entire Board.

Mr. Bernath reviewed needed local actions:

- Reduce greenhouse gas emissions from buildings through conservations/new construction
- Reduce greenhouse gas emissions from vehicles through planning communities and providing alternative means for transportation to work, school, shopping, and recreation
- Increase absorption of carbon through trees, ag practices
- Ensure actions are addressed to meet social and economic differences throughout the community

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Councilmember Dahlhoff asked whether there has been any consideration to explore incentives to promote sustainable development, such as sponsoring a pilot project to explore green options.

Mr. Crawford said the proposal is addressed within the TCMP by acknowledging the need to increase motivation for development to build green, energy efficient projects while acknowledging that such development has also become a community expectation. Building codes should be designed to convey community expectations. Residential development is driven by state building codes and the State Building Code Council. The Building Code Council has discussed various ways to promote green development within the state, such as electrification of appliances in homes. A combination of legislation and incentives are required for community members, designers, and builders.

Mr. Usibelli cited examples of green buildings and embodied energy within the built environment. An extensive analysis was completed on the amount of embodied energy within the built environment in addition to recommendations as to how the energy code could be updated to account for embodied energy.

Mr. Bernath reviewed suggestions for local jurisdictions to consider:

- Engage with other partners, such as Port of Olympia and Intercity Transit
- Seek Climate Commitment Act state grants, IRA grants, and other sources
- Fund a full-time grant manager
- Adopt climate lens policy (see resolution adopted by Olympia)
  - Integrate all decisions (both policy & financial) through a climate lens
  - Integrate and train staff/decision-makers in how to look through a climate lens
- Set-aside matching funds for state/federal grants

If successful accelerating progress on mitigating greenhouse gas emissions will help to:

- Improve health – protect and restore clean water and air
- Reduces health risks – prevent disease
- Create family-wage jobs
- Create new business opportunities in the clean energy economy
- Improve equity, social justice for all members of the community
- Enhances community – showing how all care for each other

Mr. Bernath thanked the Council for its leadership on climate to date. However, the region is not meeting its progress goals. As the Council

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reviews its budget and considers policies, the request is to consider ways to increase resources and policies on climate efforts.

Councilmember Cathey requested feedback on the definition of “climate justice” as the terminology is frequently interpreted differently. Mr. Bernath cited an example of developed countries producing a substantial amount of greenhouse gas emissions threatening other developing countries with flooding and sea level rise. Alternatively, policies should be created benefitting all members of the community and not just those who may be able to afford the changes.

Mr. Crawford added that it is important to consider those who already are and will continue to be hurt first and worst. They are typically members of the community without means who have traditionally been underserved and overburdened and who often contribute least to the problem of climate change.

Mr. Bernath noted that at the federal level, the Inflation Reduction Act includes criteria as well as the state’s Climate Commitment Act to ensure a percentage of actions are targeted to communities that experience disparate impacts from air pollutants, or percentages of funds to low-income communities, or to other communities adjacent to energy facilities. The Council can consider those resources to turn policies and actions into substantive measures.

Councilmember Jefferson thanked the speakers for their leadership on climate change. She asked how the team is working with schools and educators, as climate change is important to youth. Mr. Crawford responded that TCAT has a long history of working with young people in the community and served as a channel for funding from a community member dedicated to support local climate clubs at some high schools. TCAT participated and supported actions by the clubs to include climate strikes at the state capitol. A planning discussion by the TCAT Board is scheduled to discuss engagement with youths and educators.

Mr. Bernath and Mr. Usibelli cited their efforts by their respective organizations with teachers and others in local schools to promote participation and educational efforts to reduce the impacts of climate change.

Councilmember Swarhout cited her membership on the committee and learning and being exposed to so much information. Sharing the information is important. She shared her frustrations of funding availability. The energy audit identified nearly \$5 million necessary to for the City to address actions in the audit. Intercity Transit and the Thurston Regional Planning Council hosted a high capacity transportation meeting. Regional agencies and jurisdictions know the importance of providing

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light rail service connecting both Vancouvers. However, sticker shock is a reality because it is not financially possible to provide light rail service in the Thurston region. Dollars and cents necessary for brave decisions to move people off roads make it difficult to accomplish actions to reduce the impacts of climate change. Many community members can take personal action to reduce the impacts of climate change by installing solar panels or buying electric vehicles rather being directed by the government. Many in the community want to take the right steps, but discover it is financially impossible.

Mr. Crawford responded that he believes it is counterproductive to put the responsibility on individuals as it conveys blame. It is also a message that some corporate interests are intentionally portraying as a way to keep the population inactive and believing change is not possible. It is a false narrative and message. The state's tax system is one of the most regressive in the nation presenting another challenge. The state needs to step up and resolve the issue because ultimately it is important to consider the interests driving the use of fossil fuels over the decades. Those interests should be held accountable. Recent actions in other states are holding some fossil fuel companies more accountable for future actions necessary to keep the country safe.

Mr. Bernath commented on recent corporate actions to move employees back to the office as another negative action that will contribute to the climate crisis.

Councilmember Agabi commented on the environmental impacts caused by large oil companies and other polluters on other countries as well as in the United States. He questioned the logic of enabling polluters to police themselves, which appears to occur across the country to include the Pacific Northwest and how that will impact the climate in the next four years. Mr. Crawford acknowledged the challenges nationally as well as affecting the region's ability to pursue actions, which essentially reemphasizes the importance of local actions. He acknowledged the challenges moving forward and the importance of local organizations and jurisdictions to respond by resisting harmful actions and policies by supporting and implementing beneficial actions. The region will be challenged and will need to be active on both fronts requiring attention and many efforts.

Several Councilmembers individually thanked the speakers for presenting and sharing information.

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

City Administrator Parks referred the Council to information forwarded earlier on the Association of Washington Cities (AWC) Action Days during the legislative session scheduled on February 19-20, 2025 at St. Martin's University. The event provides updates on AWC legislative

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priorities and information on current legislative issues. Registration to the event is open at this time.

The next City event is the Christmas Lighting event on Saturday, December 7, 2024 from 1 p.m. to 5:30 p.m. at City Hall and the Fire Station.

The last regular City Council meeting for the year is scheduled on December 3, 2024 followed by the Council's last work session on December 10, 2024 as a joint meeting with the Planning Commission. The last Public Works Committee meeting is on December 5, 2024. The Public Health and Safety Committee meeting has been cancelled in December. The General Government Committee is scheduled to meet on December 11, 2024.

Mayor Sullivan conveyed her wishes for everyone to have a good Thanksgiving holiday with family and friends.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 7:48 p.m.**

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



**TUMWATER JOINT CITY COUNCIL AND PLANNING COMMISSION WORK SESSION & COUNCIL WORK SESSION  
MINUTES OF HYBRID MEETING  
DECEMBER 10, 2024 PAGE 1**

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

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

Planning Commission: Chair Elizabeth Robbins and Commissioners Gina Kotek, Terry Kirkpatrick, and Brandon Staff.

Excused: Commissioners Grace Edwards and Anthony Varela.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Police Chief Jon Weiks, Community Development Department Director Michael Matlock, Water Resources and Sustainability Department Director Dan Smith, Planning Manager Brad Medrud, Police Commander Jay Mason, IT Manager Lance Inman, and Deputy City Clerk Tracie Core.

**2025  
COMPREHENSIVE  
PLAN PERIODIC  
UPDATE ON LAND USE  
AND HOUSING  
ELEMENTS AND  
DEVELOPMENT CODE  
UPDATE STATUS:**

Manager Medrud provided an update on accomplishments in 2024 and a review of the 2025 Work Program.

Manager Medrud introduced Associate Planner Dana Bowers who recently joined the department. Planner Bowers shared information about her professional background and efforts on community engagement.

Manager Medrud said that Land Use and Housing Planner Erica Smith-Erickson completed the update of the Hazard Mitigation Plan, the required update of floodplain regulations, and is continuing work on the Housing Element, as well as serving as staff to the Regional Housing Council (RHC). He acknowledged the Council’s adoption of Development Code Administration amendments and plans by staff to review those changes in more detail during the 2025 update process.

**2025 LONG RANGE  
PLANNING WORK  
PROGRAM:**

Manager Medrud reviewed the draft 2025 Long Range Planning Work Program. Continuing work items include:

- Comprehensive Plan Periodic Update scheduled for approval by December 2025
- Bush Prairie Habitat Conservation Plan
- Regional Housing Council
- Tumwater Equity Tool Box
- Food System Plan

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The General Government Committee and the Planning Commission are scheduled to receive updates in February 2025 on the Food System Plan.

The City Council, Planning Commission, community members, and City staff may propose projects for the annual work program. The draft 2025 work program consists of projects budgeted for 3.30 department FTEs with more than half of the staff time dedicated to the completion of the updates to the Comprehensive Plan and Development Code. Ongoing work on the Bush Prairie Habitat Conservation Plan and with the RHC on homelessness and affordable housing will require 20% of staff resources in 2025.

The joint work session provides an opportunity for the Council and Planning Commission to discuss the draft 2025 work program as well as general topics related to their respective roles covering a range of community development issues.

The structure of the work program lists major projects for 2025. Items listed below the line are potential items of interest while acknowledging that the items listed above the line are to be completed first before dedicating time and resources to items listed below the line:

- Comprehensive Plan Amendment Docket – requires 40% of all budgeted staff time focusing on the following activities:
  - 2025 Comprehensive Plan Periodic Update (continued from 2024)
  - Thurston County Joint Plan Update and County Urban Growth Area Swap Amendment (at 93<sup>rd</sup> Avenue and Old Highway 99). Staff is currently working on an interlocal agreement with Thurston County to identify responsibilities with staff, anticipating most of the work will require City staff time and resources. (update continued from 2024 with County Urban Growth Area Swap Amendment new in 2025)
  - Parks, Recreation, and Open Space Plan Update – support to Parks, Recreation, and the Facilities Department (new in 2025). The Parks, Recreation, and Open Space Plan has not been updated since 2008 except for a minor update in 2016.
  - Economic Development Plan Update – Support for Executive Department (continued from 2024)
- Development Regulation Amendment Docket – requires approximately 15% of all budgeted staff time with approximately 10% budgeted staff time spent on the 2025 Development Code Periodic Update

**TUMWATER JOINT CITY COUNCIL AND PLANNING COMMISSION WORK SESSION &  
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- 2025 Development Code Periodic Update (continued from 2024)
- Other Amendments:
  - General Commercial Mixed Use Residential Amendments (continued from 2024)
  - Multifamily Tax Exemption Update (new in 2025). The timing is important as the program is scheduled to expire in 2026 providing an opportunity to assess how the program is performing and state law changes that could improve the program.
  - Thurston County Code Title 22 – Tumwater Urban Growth Area Zoning (continued from 2024)
- Other Planning Projects – requires approximately 25% of all budgeted staff time with the HCP requiring approximately 11% of all budgeted staff time:
  - Annexation (initiated by an expected private application). The Council will review the proposal and determine whether to proceed with the annexation.
  - Brewery Redevelopment/Planned Action EIS and Ordinance (new in 2025)
  - Bush Prairie Conservation Plan (continued from 2024)
  - Equity Toolbox (continued from 2024)
  - Energy Performance Rating Program (new in 2025)
  - Food System Plan (continued from 2024)
  - Homeless Shelter/Emergency/Transitional Housing Assessment and Feasibility Study (new in 2025)
  - Rental Housing and Registration Program (ongoing)
- General Management and Coordination (ongoing)
- Below the Line Projects:
  - Urban Forestry Management Plan Amendments – Landscaping, Street Tree Standards, and Tree and Vegetation Preservation (continued from 2022-23).

Manager Medrud explained that because of other projects and the Comprehensive Plan Periodic Update process, staff is recommending the postponement of work on the Landscaping, Street Tree Standards, and Tree and Preservation amendments until 2026. Staff reviewed the proposal with the Tree Board at its recent meeting and reviewed the reasons for the delay and the status of current codes with some work required on the ordinance to ensure a simpler process than currently in place, as well as on efforts to reengage with the community. That work item would be delayed until 2026.

**TUMWATER JOINT CITY COUNCIL AND PLANNING COMMISSION WORK SESSION &  
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Manager Medrud reviewed recommended discussion topics for the Council and the Commission to consider:

- How has coordination between the City Council and Planning Commission been in 2024 and what could be improved in 2025?
- What went well with the 2024 work program and what could be improved?
- What are the Council's main priorities for long range planning in 2025?
- Are there more opportunities for collaboration between the Council and the Commission to consider?
- Are there any additional projects to consider in 2025 and what projects could be delayed to accommodate any new additions?
- If adjustments are required to the 2025 work program, what projects have less priority?

Mayor Sullivan invited questions and comments.

Manager Medrud was asked about the location of the proposed annexation. He explained that the proposed annexation is located off 93<sup>rd</sup> Avenue. Staff is currently working on the proposal with applicant.

Councilmember Dahlhoff said she appreciates the information and the toggling of priorities. She asked whether there is another list or other method the department uses to track the applicable board or commission that could contribute assistance.

Manager Medrud replied that most work program items are reviewed by the Planning Commission and that they essentially serve as the Commission's work program. In those areas of overlap, such as the Tree Board with urban forestry related work items, an annual summary is provided to the Tree Board to review various action items identified in the Urban Forestry Management Plan. At the Board's recent meeting, members reviewed actions in the Urban Forestry Management Plan and staff implementations of some actions. Staff anticipates working with the Parks and Recreation Commission as part of the Parks, Recreation, and Open Space Plan update. Staff relies on the Council providing direction on involvement by other boards or commissions.

Councilmember Cathey questioned why the urban forestry reviews fell below the line as the current delay was attributed to the state's requirements. She asked about the discussion with the Tree Board as the action once again delays action on a topic that has been delayed for years. One of the most important aspects of addressing climate change is through trees, which requires addressing the City's tree preservation requirements.

**TUMWATER JOINT CITY COUNCIL AND PLANNING COMMISSION WORK SESSION &  
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Manager Medrud said that essentially, there were too many work items of higher priority to complete in 2025. It was a difficult process because both above and below the line items are important projects. It came down to staff making a choice based on staff capacity, timing of work items, and state mandated updates to meet the requirements of state RCWs. The decision was difficult and included discussions by staff and with the Executive Department as to how to approach the 2025 work program. Staff engaged in conversations with the Tree Board and the Planning Commission about the work program items.

Councilmember Cathey requested feedback from the Commission about their respective discussion on deferring the urban forestry work items, as she does not recall any discussion with the Council.

Director Matlock commented that part of the issue with respect to the work program during 2025 was the enormous amount of resources required to complete the 10-year Comprehensive Plan update. The projection of staff capacity exceeded staff resources by 500 hours. Based on the proposed work program, staff determined that no other items would release sufficient staff capacity to address urban forestry. However, the Council has the prerogative to adjust the work program.

Councilmember Cathey noted that the work program reflects 240 hours of staff time to review the Multifamily Tax Exemption Program. Although the Council has discussed the program and acknowledged its importance, it could be moved below the line. She is disappointed with the decision to delay the review of urban forestry amendments.

Manager Medrud advised that the Council is requested to provide guidance on the proposed work program to move forward to the consent calendar or to schedule another discussion by the Council's second regular meeting in January.

Councilmember Dahlhoff agreed more discussion is required and suggested dedicating some of the hours from the Multifamily Tax Exemption Program to the trees and urban forestry reviews. She agreed that more time is desirable to review options.

Councilmember Agabi requested clarification as to the intent of the tree and urban forestry review. Manager Medrud responded that previously, the Council placed a priority to address amendments to the urban forestry code covering landscaping, street trees, and tree and vegetation. Staff initiated the process in 2022 and continued the review until 2023 when progress was paused because of state issues with the Wildland-Urban Interface Code and department staffing capacity. Today, the

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question is how and when to restart the review process and how to incorporate the work within the framework of other work priorities.

Councilmember Cathey pointed out that restarting the urban forestry work was promised to continue in 2025. She also believes the City contracted with a consultant to assist the City with the review.

Councilmember Althausler asked whether the hours assigned to the HCP are dependent upon any federal response and continuing challenges with the U.S. Fish and Wildlife Service (USFWS) in terms of its response to the HCP.

Manager Medrud replied that recent conversations with representatives from USFWS and congressional representatives reflect willingness by USFWS to work with the City to reinitiate the process. Staff anticipates producing a final public draft of the HCP for release to the public based on those recent joint conversations.

Councilmember Althausler asked about the status of the budgeted hours if the plan does not require the extent of hours projected in the budget.

Manager Medrud advised that staff would schedule an update on any project that might be affected by unforeseen circumstances to receive guidance on other projects to consider that are listed below the line. However, he does not anticipate a stall in the HCP based on recent discussions with USFWS.

Councilmember Swarhout asked about the circumstances that are indicative that USFWS would not request more requirements. Manager Medrud said staff is cautiously optimistic based on recent discussions with congressional staff and staff from USFWS.

Director Matlock said the conversation reflected that USFWS representatives were much more open for the City to pursue different approaches to enable completion of the HCP.

Manager Medrud responded to questions about the time allocated for public inquiries and general City Council and interdepartmental support. He explained that the allocation of staff hours also includes the probability of a large, unexpected project that creates turmoil and requires staff capacity to focus on the issue. Those hours are included as a contingency.

Mayor Sullivan acknowledged the request to schedule more discussion on the work program.

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Councilmember Dahlhoff recommended scheduling a work session to enable more time for the discussion.

Mayor Sullivan affirmed scheduling the discussion during the January 14, 2025 work session.

Manager Medrud invited feedback and suggestions from the Council to assist staff in preparing for the work program discussion.

Chair Robbins advised that the Commission discussed supporting the work that supports the Council's decision-making within available resources. She encouraged conversations about those instances that stall or pause a work item, such as the Wildland-Urban Interface Code because it disrupted both interest in, as well as the momentum of the review process. When those interruptions occur to regularly scheduled programs, it would be helpful to receive guidance from the Council as to ways the Commission could assist to accommodate unforeseen delays. Numerous legislative requirements in the last year have impacted cities. She is hopeful the City is working with the Association of Washington Cities to encourage the Legislature to pace new requirements to assist jurisdictions.

Commissioner Kirkpatrick said the Parks, Recreation, and Open Space Plan was a last minute addition as the Commission was not aware that the update was a requirement. He assumed the update would be spearheaded by a consultant, as the Metropolitan Park District is a stand-alone entity.

Manager Medrud advised that the department's role in the update is in support to the Parks and Recreation Department and its consultant. However, as it involves the code and policy changes, the department must ensure it aligns with other City policies and codes.

City Administrator Parks added that the Parks, Recreation, and Open Space Plan is outdated with many needs in the parks program that requires an updated plan to qualify for state grants through the Recreation Conservation Office for park projects. The Planning Commission and planning staff have supporting roles. Because the element is a component of the Comprehensive Plan it also adheres to the public review process as required by the Growth Management Act.

Discussion ensued on the role of the Parks and Recreation Commission to lead the update of the Parks, Recreation, and Open Space Plan and the importance of the Commission considering how the various plans shape the future of the community and help to establish the City's success. It is important to consider how actions implemented within

**TUMWATER JOINT CITY COUNCIL AND PLANNING COMMISSION WORK SESSION &  
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the various plans are trending and assessing whether the City is proceeding in the right direction in attracting new and supporting existing residents and businesses, and the importance of sharing the City's history with the Commission and improving communications between both entities.

Councilmember Swarthout said she reviews the minutes of the General Government Committee and the Planning Commission meetings to help her prepare to address various issues.

City Administrator Parks noted that the City is moving to produce action formatted minutes with videos of each meeting and agenda topics bookmarked for easier access as forecasted in the 2023-2024 City budget.

Councilmember Von Holtz asked about accessibility of videos to those who have no internet access or to those with a hearing disability. City Administrator Parks said the City provides information on the website directing individuals who have accessibility issues. Access to meeting videos is available through YouTube or the City's website.

Chair Robbins affirmed the lag time of receiving minutes after the meeting but is concerned about converting to action oriented minutes and videos because of not only accessibility issues but content as well. Not all meeting discussions involve an action item but there are points of discussion that might be relevant to capture. She asked about the possibility of producing summary notes to document the conversations and points addressed that would be useful for the record, the Council, and for the advisory bodies.

Discussion continued on the format of the minutes, timeliness of receiving minutes, and the status of contracting for the production of minutes. City Administrator Parks noted that the action minutes would be produced by staff and as conversion of the minutes proceeds, the contract will be extended into mid-2025 to enable time for staff to transition the process. The level of detail will be subjective, and any additional level of detail will entail more discussion and adjustments.

Councilmember Althausler shared information on the ability for YouTube to provide a transcript of a meeting.

The Council and the Commission shared their respective insights on the helpfulness of meeting jointly and sharing information. Manager Medrud noted that more opportunities will be available to schedule more joint work sessions in 2025. A reception for Commissioner



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Varela is scheduled following the meeting. Commissioner Varela is leaving the Commission.

Mayor Sullivan affirmed the first Council work session in January 2025 would include a discussion on the 2025 Work Program with the Council forwarding questions and comments to staff prior to the meeting.

*The meeting was recessed from 7:00 p.m. to 7:03 p.m. for a break.*

**CITY COUNCIL WORK  
SESSION:**

**COMMON INTEREST  
AND  
CONFIDENTIALITY  
AGREEMENT  
BETWEEN THE CITY  
OF TUMWATER, PORT  
OF OLYMPIA,  
THURSTON COUNTY,  
AND THE THURSTON  
CONSERVATION  
DISTRICT FOR  
CONSERVATION  
PROPERTY  
PURCHASES RELATED  
TO THE BUSH  
PRAIRIE HABITAT  
CONSERVATION PLAN  
(HCP):**

Director Matlock advised that an important element of work on the HCP is the availability of property to serve as mitigation after the City receives an incidental take permit from USFWS to allow for limited “take” of the listed species. One of the requirements for an incidental take permit to be issued is approval of the HCP by USFWS. The proposed agreement enables the City to pursue discussions with partners (Port of Olympia, Thurston County, and the Thurston Conservation District) about funding that fall within the realm of attorney-client privilege. The agreement authorizes those discussions. Lacking an agreement, the parties are unable to discuss property appraisals under the umbrella of attorney-client privilege.

City Administrator Parks said the City currently has the same type of agreement with the Port of Olympia for the overall development of the HCP. The proposed agreement speaks specifically to property purchases and includes the other two partners.

**MOTION:**

**Councilmember Althausser moved, seconded by Councilmember Swarthout, to authorize the Mayor to sign the Common Interest and Confidentiality Agreement between the City of Tumwater, Port of Olympia, Thurston County, and the Thurston Conservation District for Conservation Property Purchases Related to the Bush Prairie Habitat Conservation Plan (HCP). A voice vote approved the motion unanimously.**

**INTERLOCAL  
AGREEMENT WITH  
THE WASHINGTON  
STATE PATROL (WSP)  
FOR FACILITIES USE:**

Police Commander Mason reported the police department utilizes Washington State Patrol (WSP) facilities for different training needs, such as emergency vehicle operations. The police department participated in training in the fall and following WSP forwarding an invoice for the use of the facilities, it was discovered the City lacked a current contract with WSP. The proposed contract is to rectify the

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situation to ensure WSP is compensated and the police department is able to access to training facilities over the contract period.

**MOTION:** **Councilmember Agabi moved, seconded by Councilmember Von Holtz, to approve and authorize the Mayor to sign the interlocal agreement with WSP to use WSP facilities for training. A voice vote approved the motion unanimously.**

**MAYOR/CITY ADMINISTRATOR'S REPORT:** City Administrator Parks thanked the Council for comments on the 2025 Long Range Work Plan.

The Christmas Tree Lighting event was successful. The fire department continues to visit City neighborhoods with Santa.

A video has been released on the Transportation Benefit District.

City Administrator Parks conveyed messages of thanks from staff to the Council for approving the budget, as well as from non-represented employees for the market rate increase.

City Administrator Parks wished the Council a wonderful holiday season and is looking forward to 2025.

Mayor Sullivan wished the Council and staff members a happy holiday. The next Council meeting is scheduled on January 7, 2025 affording a break for both the Council and staff during the holiday season.

**ADJOURNMENT:** **With there being no further business, Mayor Sullivan adjourned the meeting at 7:14 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  
JANUARY 7, 2025 Page 1**

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

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

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

**CHANGES TO THE AGENDA:** There were no changes to the agenda.

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

- CONSENT CALENDAR:**
- a. Approval of Minutes: City Council, November 19, 2024
  - b. Approval of Minutes: City Council, December 3, 2024
  - c. Payment of Vouchers
  - d. Contract between the City of Tumwater and the Washington State Department of Fish and Wildlife for the Phase 4 Bush Prairie Habitat Conservation Plan (HCP) Grant
  - e. Service Provider Agreement with HDR Engineering for On-Call Engineering Services Amendment No. 1
  - f. Service Provider Agreement with PBS Engineering for the Percival Creek Fish Passage Barrier Removal Project Amendment 4
  - g. Acceptance of Work with Reed Trucking and Excavating, Inc. for the Israel Road and Linderson Way Watermain Project
  - h. Acceptance of Work with Specialized Pavement Marking, LLC. for the 2024 Citywide Striping project
  - i. Exception to the Residency Requirement for David Shipley’s Appointment on the Historic Preservation Commission

**MOTION:** **Councilmember Althausser 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.

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**COUNCIL  
CONSIDERATIONS:**

**SERVICE  
PROVIDER  
AGREEMENT WITH  
THE THURSTON  
REGIONAL  
PLANNING  
COUNCIL FOR HCP  
LAND CAPACITY  
ANALYSIS UPDATE:**

Deputy Director Medrud reported the proposed agreement is a service provider agreement with Thurston Regional Planning Council (TRPC) to complete a land capacity analysis in support of the City’s Habitat Conservation Plan (HCP).

Five years ago, a land capacity analysis was completed of the City to determine land available for growth in the City over the next 30 years and to identify land that would be potentially developed to meet the requirements of the HCP. Staff continues to update the HCP with a goal to produce a draft by early spring. As part of the update process, the agreement would enable an update of the capacity analysis pertaining to the HCP. The request is for approval of the Mayor’s signature to enable staff to move forward.

**MOTION:**

**Councilmember Althauser moved, seconded by Councilmember Jefferson, to authorize the Mayor to sign a Service Provider Agreement with the Thurston Regional Planning Council for the HCP Land Capacity Analysis Update. A voice vote approved the motion unanimously.**

**SERVICE  
PROVIDER  
AGREEMENT WITH  
THE THURSTON  
REGIONAL  
PLANNING  
COUNCIL FOR  
LAND USE  
ALTERNATIVES  
REVIEW:**

Deputy Director Medrud said the agreement with TRPC will assist staff with the Comprehensive Plan Periodic Update for the Land Use Element. TRPC is requested to run some models based on development potential driven by different residential densities in the City to inform the City’s land use designations and zoning in the future.

Staff requests the Council authorize the Mayor to sign the Service Provider Agreement with the Thurston Regional Planning Council for Land Use Alternatives Review.

**MOTION:**

**Councilmember Von Holtz moved, seconded by Councilmember Jefferson, to authorize the Mayor to sign the Service Provider Agreement with the Thurston Regional Planning Council for Land Use Alternatives Review. A voice vote approved the motion unanimously.**

**INTERLOCAL  
AGREEMENT WITH  
THE CITIES OF  
LACEY, OLYMPIA,  
AND TENINO, AND  
THURSTON  
COUNTY TO  
SUPPORT  
IMPLEMENTATION**

Manager Jones Wood said the briefing is for two proposals requiring separate actions.

Energize Thurston goals include:

1. Education campaign to raise awareness of the climate, health, and economic benefits of building electrification
2. Prioritize program benefits to low- to moderate-income households
3. Install home electrification and efficiency improvements in resident’s homes

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**OF THE 2025  
"ENERGIZE  
THURSTON" HEAT  
PUMP GROUP  
PURCHASE  
CAMPAIGN:**

- 4. Maintain program flexibility considering regional, state, and national clean energy programs and investments.

Energize Thurston is a multi-layered campaign designed to improve the life of the region’s residents. Residents are able to participate through low- to moderate-income (LMI) pathways or a self-funded pathway for households above 120% of the area median income (AMI). All pathways benefit from educational workshops (required for participation), guidance on additional incentives, and benefit from streamlined installation and customer support. For low- to moderate-income pathways, installations are either fully or partially subsidized. South Puget Sound Habitat for Humanity will work with the installer to complete the improvements. Residents participating in the self-funded pathway receive a negotiated discount for equipment/installation, participate in workshops, and receive customer support.

Fully subsidized pathway homes must make 79% of the AMI or below with full cost coverage of the equipment. A minimum of 60% of the grant funds are funding low-income households. The remaining grant funds require moderate-income households to provide a minimum household contribution of up to \$2500 or 20% of the project cost.

Each jurisdiction will contract separately with Habitat for Humanity, which is leading the program for partially and fully subsidized clients. Self-funded participants will work directly with the installers and the jurisdictions to receive negotiated discounts.

Energize Thurston covers two different types of equipment of heat pumps for space heating and cooling and heat pump hot water heaters. Grant funding parameters require the use of cold climate heat pumps and all equipment must meet efficiency standards. Any electrical panel upgrades to accommodate the improvements are included.

Services provided by the City of Tumwater within the program include utilization of Department of Commerce funding towards subsidized installations of heat pumps and/or heat pump hot water heaters for income-qualified participants. The City will execute a contract with the LMI pathway administrator (South Puget Sound Habitat for Humanity), and will have case management responsibility.

Manager Jones Wood reviewed the applicant process to participate in the program for subsidized and self-funded participants.

The program in Tumwater is funded by a grant from the Department of Commerce through the Climate Commitment Act of \$477,540 with the ability for the City to spend up to 15% of that amount on administrative costs leaving \$408,485 for direct installations in homes. Staff anticipates the

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program will benefit between 20 and 40 homes.

For fully subsidized pathway participants (79% of AMI or below), they will receive full-cost coverage for equipment and services. At least 60% of the available campaign funding is reserved for low-income applicants on a first come, first served basis.

For partially subsidized pathway participants (80-119% AMI), equipment is partially subsidized with an expected maximum household contribution of \$2,500 with remaining project costs covered by the City.

The City has been contacted by four households, six housing trust units, and a representative of a manufactured home park expressing interest in the program. The City will reach out to the 191 Lifeline customers who are income-qualified to provide information about the program. The City will also communicate the program to the entire community.

Staff requests the Council authorize the Mayor to sign the Interlocal Agreement with Thurston County, City of Lacey, City of Olympia, and City of Tenino to support implementation of the 2025 “Energize Thurston” Heat Pump Group Purchase Campaign.

Councilmember Althauser asked for confirmation as to whether most of the funds were from the state through the Climate Commitment Act. Manager Jones Wood affirmed that 100% of the funding for Tumwater’s program is from the state. Other jurisdictions have received some federal funds as well. However, the small population size of the City prevented the City from receiving any federal funds.

Councilmember Althauser inquired about any potential impacts to the overall program should the program lose or receive less in federal funds. Manager Jones Wood advised that each jurisdiction is contracting separately with South Puget Sound Habitat for Humanity and is capable of managing its funds independently. For those jurisdictions receiving federal funds, those funds will only cover heat pump hot water heaters. Larger jurisdictions could possibly receive less in funding for hot water heaters should the federal government decrease or eliminate funding. Tumwater’s program would be unaffected by any changes to federal funding for Energize Thurston.

Manager Jones Wood responded to questions about the approximate number of installations anticipated under the program. Staff has approached assistance to households by ensuring eligible households are afforded the full package of improvements rather than assisting more households with only partial assistance. For example, the approach is to provide households a hot water heater and a new heat pump. If the Council desires to pursue a different direction of helping more households with some equipment, staff

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can advise South Puget Sound Habitat for Humanity to pursue a different approach to broaden the base of participants. The grant funds are available until June 30, 2025. The Department of Commerce has not shared information on whether the funding will be available for multiple years. However, establishment of the program ensures the possibility of the region taking advantage of any future funding opportunities.

**MOTION:**

**Councilmember Althauser moved, seconded by Councilmember Dahlhoff, to approve and authorize the Mayor to sign the Interlocal Agreement with Thurston County, City of Lacey, City of Olympia, and City of Tenino to support implementation of the 2025 “Energize Thurston” Heat Pump Group Purchase Campaign. A voice vote approved the motion unanimously.**

**SERVICE PROVIDER AGREEMENT WITH SOUTH PUGET SOUND HABITAT FOR HUMANITY FOR THE ENERGIZE THURSTON 2025 PROGRAM ADMINISTRATION:**

Manager Jones Wood reviewed the proposed service provider agreement with South Puget Sound Habitat for Humanity. The organization will serve as the program administrator for low- to moderate-income participants. Habitat for Humanity will administer the campaign, complete income verification, provide customer support, oversee equipment installation and quality assurance, complete progress reports, and conduct community outreach and education. Staff, installers, and South Puget Sound Habitat for Humanity will participate in all workshops. The workshops are available on-demand online or in-person. One of the workshops will be recorded in Spanish with other in-person workshops offering translation as requested.

Staff requests the Council approve and authorize the Mayor to sign the Service Provider Agreement with South Puget Sound Habitat for Humanity for the Energize Thurston 2025 Program Administration.

**MOTION:**

**Councilmember Swarthout moved, seconded by Councilmember Von Holtz, to approve and authorize the Mayor to sign the Service Provider Agreement with South Puget Sound Habitat for Humanity for the Energize Thurston 2025 Program Administration. A voice vote approved the motion unanimously.**

**TRANSPORTATION BENEFIT DISTRICT (TBD) BRIEFING:**

Director Hicks reported the informational briefing on the Tumwater Transportation Benefit District (TBD) is in anticipation of the 2025 renewal if approved by the Council and voters.

The TBD is a quasi-municipal taxing jurisdiction, authorized by state law to fund transportation improvements within the district. The TBD is governed by RCW 36.73 and Tumwater Municipal Code 12.42. Tumwater voters approved the sales tax option to fund the TBD through a sales tax increase of 0.2% (two-tenths of one percent) for a period of ten years to fund street maintenance projects within City limits. Renewal of the tax requires approval by the voters. The sales tax increase was effective in Tumwater in 2015 and will expire in 2025.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
JANUARY 7, 2025 Page 6**

The proposal is not a sales tax increase but rather a renewal of an existing 0.2% of sales tax used to fund transportation projects. Additionally, the 0.2% portion of the current sales tax used to fund the TBD ensures all people who use the City's road system to shop in Tumwater pay a fair portion of the road system.

TBDs are commonly used and are a popular funding mechanism for roadway maintenance throughout the state. Approximately 116 cities in the state have formed TBDs with the majority funded using the sales tax option. Five counties in the state formed TBDs with only one county funded. Since 2011, over 90% of TBD ballot measures for cities using the sales tax option have been approved by voters.

The City of Tumwater established the TBD to fund aging infrastructure and maintenance of the transportation system in the City. Transportation infrastructure is one of the City's most valuable investments. Deferred maintenance creates higher repair costs. State and federal funding for maintenance and preservation of City streets has continued to reduce over time.

The Tumwater TBD was established in 2014 and funded in 2015. The TBD has received a substantial amount of funding for street maintenance and generated more than \$19.2 million in revenue with a forecast exceeding \$20 million at the end of the 10-year period in 2025. The funds leveraged more than \$6 million in additional grant funds.

Director Hicks described the importance of maintaining pavement preservation. Spending funds on maintenance of streets essentially saves six to fourteen times the amount if the street were to degrade. Approximately 11% of the City's roads are in poor or unacceptable condition. While many roads have maintained a good or very good condition because they are new, other roads in good condition continue to deteriorate in grade. Despite TBD funding, the overall road system is slowly degrading with the gap covered through capital construction projects and single large projects.

Director Hicks reviewed accomplishments achieved by the TBD over the last ten years:

- Road maintenance completed on more than 100 lane miles (40% of the entire road system)
- Used 50,000 tons of asphalt
- Replacement of more than 100 curb ramps to improve accessibility for all users
- Completion of over 38,000 feet of pavement markings
- Major projects funded by the TBD include:



**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
JANUARY 7, 2025 Page 7**

- Israel Road Improvements project
- Linwood Avenue Sidewalk project
- Second Avenue Pedestrian and Bicycle Improvements projects to include a roundabout at Second Avenue and Linwood Avenue with repaving from Linwood Avenue to the Old Town Center
- Design efforts for 2025 pavement maintenance project of approximately \$3 to \$4 million.

Next steps include a briefing to the Council at its next work session on the requirements to renew the TBD to include a ballot measure in April. The deadline for submittal of a resolution to Thurston County to initiate the ballot measure to renew the TBD is February 21, 2025. The City will communicate facts about the TBD to the community.

Discussion ensued on next steps if the TBD is renewed by voters. Staff plans to review the map of proposed projects promised to voters in 2015 to demonstrate to voters promises completed during the ten years, as well as anticipated projects if the TBD is renewed for another ten years.

**COMMITTEE  
REPORTS:**

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

The next meeting is scheduled on January 14, 2025. The agenda includes briefings and consideration of a Software License and Service Agreement with 365Labs on behalf of the Thurston County Law Enforcement Records Management System Consortium (“LERMS”), an Interlocal Agreement with the City of Olympia for Fire Vehicle Maintenance, and an Interlocal Agreement for Thurston County Emergency Management Council.

**GENERAL  
GOVERNMENT:**  
*Michael Althausser*

The committee’s next meeting on January 8, 2025 includes discussion on the 2025 Comprehensive Plan Climate Element and code amendments for the General Commercial Mixed Use zoning district to incentivize density.

**PUBLIC WORKS:**  
*Eileen Swarthout*

The next meeting is scheduled on Thursday, January 9, 2025. Agenda items include consideration of Interlocal Agreement (ILA) with the Cities of Olympia and Lacey, and Thurston County Implementing a Regional Environmental Education Program (REEP), a Right of Entry Agreement with Dana Day for the Barnes Lake Management District, and a Memorandum of Understanding (MOU) Between the City of Tumwater (CITY) and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley Amendment 2.

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

The committee is scheduled to meet monthly in 2025 with the schedule of meetings under development.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
JANUARY 7, 2025 Page 8**

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

City Administrator Parks reported the City is offering free holiday tree recycling service with pick-up service offered by the City from January 6, 2025 through January 20, 2025 by placing undecorated Christmas trees behind the curb closet the neighborhood's main intersection. Artificial trees will not be accepted.

This year, the City is embarking on the Community Center design project. On January 13, 2025 from 6 p.m. to 8 p.m. at Tumwater Middle School, a second workshop is scheduled to review public feedback from the first workshop and a recent community survey for the project. The consultant team will review preliminary building programming and the project budget, as well as preferred community center sites that have been evaluated. More information can be obtained by contacting the Parks and Recreation Department or visiting the City's website.

Earlier in the day, the City welcomed 10 newly hired Firefighter Paramedics to support the new Medic One #8 unit scheduled for operation by January 1, 2026. The next step for the new employees is attending the Advanced Life Support Academy sponsored by Medic One. Several of the employees are also required to attend the Fire Academy as an entry-level employee. Medic One is recognized as the first countywide publicly funded tiered EMS response system in the nation celebrating 50 years of existence in 2024.

Staff has been engaged in workforce planning since early 2024. The process resulted in several budget requests. Workforce planning is ongoing to ensure the provision of good services across the departments as well as consistency in naming conventions, City positions, and personnel policies. One of the first actions was enacting a consistent naming convention for City positions. The first step included updating department organizational charts. Several departments identify Assistant Director positions. The City converted the name of the positions from Assistant Director to Deputy Director to include four existing positions and two new positions authorized in the budget for the Community Development Department Deputy Director and Water Resources and Sustainability Department Deputy Director positions. Planning Manager Brad Medrud assumed the position of Community Development Department Deputy Director effective January 1, 2025. The Water Resources and Sustainability Department Deputy Director position is currently vacant. The actions do not change the job descriptions or the salary range. The new salary range was included in the recently adopted budget.

Mayor Sullivan reported she is participating at the Thurston County Chamber meeting to provide a Mayor's report. Later in the month, she will provide a report to the Tumwater Area Chamber of Commerce in addition to several staff members.

**COUNCILMEMBER**

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
JANUARY 7, 2025 Page 9**

**REPORTS:**

*Joan Cathey:* There were no meetings and no report.

*Leatta Dahlhoff:* There were no meetings and no report.

*Kelly Von Holtz:* Councilmember Von Holtz acknowledged and welcomed the attendance of several high school students. The first baby of the year in Thurston County was born to a Tumwater family. A 2019 Black Hills high school graduate was named on Forbes Magazine 30 Under 30 2024 list as the founder of a company.

*Angela Jefferson:* Councilmember Jefferson acknowledged students from local high school Leadership Clubs. She encouraged students to stand to receive deserved acknowledgment of their current and future participation in support of the community.

Councilmember Jefferson attended the December 19, 2024 Emergency Medical Services (EMS) Council meeting. Members reviewed non-compliance of patient care reporting policy for motor vehicle accidents. The state requires reporting of non-injury patients involved in motor vehicle accidents. The current reporting database does not recognize non-injury accidents. Consequently, EMS is seeking an exception of the policy during the first six months of 2025 until the issue is resolved. Members discussed a potential partnership for opioid use disorder treatment between Medic One and Catholic Community Service and local clinics to provide a recovery path for opioid use disorder. Members discussed different treatments for opioid use disorder and potential risks of new synthetic opioids.

At the Tumwater HOPES meeting, members discussed upcoming events. On January 10, 2025, Tumwater HOPES and the Tumwater Youth Program will participate in the youth program at Bush Middle School from 6 p.m. to 9:30 p.m. On January 17, 2025, Tumwater HOPES will participate in another Tumwater Youth Program event at the Tumwater Middle School from 6 p.m. to 9:30 p.m.

*Peter Agabi:* There were no meetings and no report.

*Michael Althaus:* There were no meetings and no report.

*Eileen Swarthout:* Councilmember Swarthout acknowledged Public Works staff for their assistance to remove a tree and branches that fell near her home during a recent storm.

**RECESS TO EXECUTIVE SESSION:** Mayor Sullivan recessed the meeting at 8:04 p.m. to discuss Potential Litigation pursuant to RCW 42.30.110(1)(i) and Real Estate Acquisition pursuant to RCW 42.30.110(1)(b) for approximately 15 minutes. No

**TUMWATER CITY COUNCIL MEETING  
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**action is scheduled to follow the executive session.**

**ADJOURNMENT: Mayor Sullivan reconvened and adjourned the meeting at 8:20 p.m.**

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

TO: City Council  
 FROM: Shelly Carter, Deputy Finance Director  
 DATE: January 21, 2025  
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- December 27, 2024, payment of Eden vouchers 174425 to 174431 in the amount of \$1,514.09; payment of Enterprise vouchers 185425 to 185454 in the amount of \$420,337.61 and electronic payments 905072 to 905076 in the amount of \$46,818.85
- January 3, 2025, payment of Eden vouchers 174432 to 174434 in the amount of \$1,520.66; payment of Enterprise vouchers 185455 to 185475 in the amount of \$268,200.02 and electronic payments 905077 to 905100 in the amount of \$112,941.24 and wire payments in the amount of \$241,883.10
- January 10, 2025, payment of Eden vouchers 174435 to 174442 in the amount of \$1,790.97; payment of Enterprise vouchers 185476 to 185565 in the amount of \$1,450,015.76 and electronic payments 905101 to 905123 in the amount of \$295,447.29 and wire payments in the amount of \$50,398.78

2) Background:

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

<b>Vendor</b>		
CITY OF OLYMPIA	45,200.00	2 <sup>nd</sup> half 2024 Mark Noble training center
HALEY & ALDRICH, INC	20,149.75	WSDOT Facility 05-16 to 06-30-2024
NORTHWEST CASCADE INC	315,751.00	PE#3 Linwood Ave sidewalk
DELL MARKETING LP	20,578.52	Laptops and Monitors
WA ST DEPT OF REVENUE	50,398.78	November excise, sales and use tax payment
BARKER RINKER SEACAT ARCHITECTURE	20,780.05	Community Center study services through 12/31/24
EXP U.S. SERVICES IN	26,264.64	2025 comp plan update
GRANICUS, LLC	24,435.26	GOVQA public records software 2025
WA CITIES INSURANCE AUTHORITY	1,000,478.00	2025 insurance for the City
BOBBIE & AMANDA'S CLEANING	21,529.24	Janitorial services December 2024
CLARY LONGVIEW, LLC	54,097.29	2025 Replacement Ford Police SUV AWD - 6070535
CLARY LONGVIEW, LLC	54,097.29	2025 Replacement Ford Police SUV AWD - 6070520

Vendor		
CLARY LONGVIEW, LLC	54,097.29	2025 Replacement Ford Police SUV AWD - 6070519
LEOFF HEALTH & WELFARE TRUST	54,820.63	Jan 2025 premiums – Police
AWC EMPLOYEE BENEFIT TRUST	165,263.04	Jan 2025 premiums – Non-represented employees

\* 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 185425 through 185454 in the amount of \$420,337.61

Electronic payment Nos 905072 through 905076 in the amount of \$46,818.85

Eden

Voucher/Check Nos 174425 through 174431 in the amount of \$1,514.09



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Asst. Finance Director, on behalf of the Finance Director

Checks dated 12/27/2024

## EXHIBIT "B"

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

Enterprise ERP

Voucher/Check Nos 185455 through 185475 in the amount of \$268,200.02

Electronic payment Nos 905077 through 905100 in the amount of \$112,941.24

And wire payments in the amount of \$241,883.10

Eden

Voucher/Check Nos 174432 through 174434 in the amount of \$1,520.66



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Asst. Finance Director, on behalf of the Finance Director

Checks dated 01/03/2025



## 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.

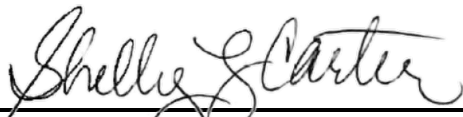
Enterprise ERP

Voucher/Check Nos 185476 through 185565 in the amount of \$1,450,015.76

Electronic payment Nos 905101 through 905123 in the amount of \$295,447.29

Eden

Voucher/Check Nos 174435 through 174442 in the amount of \$1,790.97



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Asst. Finance Director, on behalf of the Finance Director

Checks dated 01/10/2025

TO: City Council  
 FROM: Bill Lindauer, Engineering Services Manager  
 DATE: January 21, 2025  
 SUBJECT: Service Provider Agreement with SCJ Engineering for On-Call Engineering Services Amendment No. 2

---

1) Recommended Action:

Approve and authorize the Mayor to sign the Second Amendment to the Service Provider Agreement for On-Call Engineering Services. This was recommended for approval on the Council consent agenda at the December 5, 2024 Public Works Committee Meeting.

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2) Background:

The original agreement for \$25,000 was signed on March 23, 2023. The First Amendment extended the agreement until December 31, 2024, and increased the compensation to a not-to-exceed amount of \$50,000.

The Second Amendment extends the agreement until December 31, 2025, which provides engineering services for on-going construction projects throughout the City. The Second Amendment increases the not-to-exceed amount to \$130,000 to cover anticipated costs in 2025.

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3) Policy Support:

Council Strategic Goals and Priorities 2023-2024:

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

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4) Alternatives:

Do not approve agreement

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5) Fiscal Notes:

Fees charged for this agreement will be allocated to the appropriate City fund, dependent upon the work completed.

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6) Attachments:

A. Second Amendment to the Service Provider Agreement

**SECOND AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
ON-CALL ENGINEERING SERVICES – SCJ Alliance**

This Second Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and SHEA CARR & JEWELL, INC. (DBA SCJ Alliance), a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 23, 2023, and an Amendment dated December 27, 2023, whereby the SERVICE PROVIDER agreed to provide on-call engineering services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement, and increasing the compensation paid to the SERVICE PROVIDER.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2025.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, during the extended term of the Agreement, Section 4.C. shall be amended to update the hourly rates as detailed in Exhibit A-1 commencing on January 1, 2025, and increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed Eighty-Thousand and 00/100 Dollars (\$80,000). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment and this Second Amendment shall be an amount not to exceed One-Hundred-Thirty Thousand and 00/100 Dollars (\$130,000).

Second Amendment to Service Provider Agreement - Page 1 of 3  
On-Call Engineering Services – SCJ Alliance

\*\*\*Signatures on Following Page\*\*\*

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:  
CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:  
SHEA, CARR & JEWELL, INC. (dba SCJ Alliance  
8730 Tallon Lane NE, Suite 200  
Lacey, WA 98516  
UBI No. 602-612-261  
Phone No. 360-352-1465

\_\_\_\_\_  
Brandon Hicks  
Director

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

APPROVED AS TO FORM:

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

State of Washington

County of Thurston

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

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

\_\_\_\_\_  
(Signature)  
Notary Public in and for the State of Washington  
My appointment expires \_\_\_\_\_



SCJ Alliance  
Billing Rate Schedule – 2025

Classification	Hourly Billing Rate
Principal	\$220 - \$430
Senior Consultant	\$200 - \$425
Senior Project Manager	\$190 - \$325
PM3 Project Manager	\$170 - \$285
PM2 Project Manager	\$160 - \$275
PM1 Project Manager	\$135 - \$240
Senior Engineer	\$155 - \$240
E4 Engineer	\$150 - \$220
E3 Engineer	\$130 - \$185
E2 Engineer	\$120 - \$160
E1 Engineer	\$110 - \$155
Senior Landscape Architect	\$135 - \$200
L4 Landscape	\$130 - \$180
L3 Landscape	\$115 - \$165
L2 Landscape	\$105 - \$140
L1 Landscape	\$100 - \$130
Senior Planner	\$180 - \$265
P4 Planner	\$135 - \$190
P3 Planner	\$120 - \$175
P2 Planner	\$105 - \$160
P1 Planner	\$100 - \$145
Senior Technician	\$135 - \$215
T4 Technician	\$115 - \$165
T3 Technician	\$100 - \$150
T2 Technician	\$95 - \$145
T1 Technician	\$80 - \$125
Construction Inspector	\$145 - \$230
Graphic Designer	\$100 - \$180
PC 2 Project Coordinator	\$115 - \$155
PC 1 Project Coordinator	\$100 - \$140
Project Accountant	\$100 - \$200

Direct project expenses are billed at cost plus 10%

TO: City Council  
 FROM: Brad Medrud, Deputy Community Development Director  
 DATE: January 21, 2025  
 SUBJECT: Service Provider Agreement with the Dispute Resolution Center for the Tenant and Landlord Mediation Project and Conflict Resolution Resource Line

---

1) Recommended Action:

Approve the Service Provider Agreement with the Dispute Resolution Center for the Tenant and Landlord Mediation Project and Conflict Resolution Resource Line and authorize the Mayor to sign. This was recommended for approval on the Council consent agenda by the City Council at the January 14, 2025, work session.

---

2) Background:

In September 2021, the City Council adopted the Tumwater Housing Action Plan, which informs the City’s Comprehensive Plan policies and development regulations and guides implementation strategies.

At its March 22, 2022, work session, the City Council discussed potential actions that the City could undertake alone or on a regional basis to address tenant protection. At the conclusion of that discussion, the City Council asked staff to prepare a scope for a contract with the Dispute Resolution Center for a tenant and landlord mediation project for further consideration.

The City Council approved the original scope of services for a tenant and landlord mediation project with the Dispute Resolution Center in 2023.

In the fall of 2024, as part of its 2024 Community Human Services program funding discussions, the City Council moved funding for the Dispute Resolution Center’s conflict resolution resource line from the City’s Community Human Services program and combined it with the Dispute Resolution Center’s tenant and landlord mediation project.

After City Council approval of the 2025 – 2026 biennial budget, the new service provider agreement creates a new two year agreement with the Dispute Resolution Center’s conflict resolution resource line and landlord mediation project.

---

3) Policy Support:

Strategic Priorities and Goals 2025 – 2026: Build a Community Recognized for Quality, Compassion, and Humanity – Implement the Tumwater Housing Action Plan.

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4) Alternatives:

None.

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5) Fiscal Notes:

This is an internally funded work program task.

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6) Attachment:

- A. Service Provider Agreement with the Dispute Resolution Center for the Tenant and Landlord Mediation Project and Conflict Resolution Resource Line



**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**DISPUTE RESOLUTION CENTER  
TENANT AND LANDLORD MEDIATION PROJECT AND CONFLICT  
RESOLUTION RESOURCE LINE**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY” and the DISPUTE RESOLUTION CENTER OF THURSTON COUNTY, a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER.”

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

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

### 3. TERMINATION.

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

### 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed Fifty Thousand dollars (\$50,000) as reflected in Exhibit "A" Scope of Services.

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

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

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

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

### 5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant, or

representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant, or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

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

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

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

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

#### 7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S

indemnification shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

## 8. INSURANCE.

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

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

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

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

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

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

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

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

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

#### 9. TREATMENT OF ASSETS.

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

#### 10. COMPLIANCE WITH LAWS.

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

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

#### 11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, and rule or government contract.

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

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

E. Nondiscrimination in Benefits. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide

employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto if applicable and as detailed in Exhibit "B" City Contracts – Nondiscrimination in Benefits attached hereto.

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

## 12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

## 13. NON-APPROPRIATION OF FUNDS.

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

## 14. CHANGES.

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

of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or



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

## 20. JURISDICTION AND VENUE.

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

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

## 21. SEVERABILITY.

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

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

## 22. ENTIRE AGREEMENT.

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

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

### Signatures located on following page ###

CITY:  
CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

APPROVED AS TO FORM:

\_\_\_\_\_  
LISA PARKS  
City Administrator

\_\_\_\_\_  
KAREN KIRKPATRICK  
City Attorney

SERVICE PROVIDER:  
DISPUTE RESOLUTION CENTER  
OF THURSTON COUNTY  
PO Box 6184  
Olympia, WA 98507  
Tax ID: 94-3130662  
Phone: (360) 956-1155

\_\_\_\_\_  
ELIZABETH DRAKE  
Executive Director  
Dispute Center of Thurston County

STATE OF WASHINGTON

COUNTY OF THURSTON

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

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

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

Exhibit "A" Scope of Services**SCOPE OF SERVICES****Intent**

The intent of the scope of services is to provide direct CITY support for the mediation of landlord-tenant disputes by an independent third party (RCW 59.18.315) for residents of the CITY including tenants and landlords of any type of housing unit in the CITY while using a portion of the funds allocated for that project to support the SERVICE PROVIDER'S Conflict Resolution Resource Line. The SERVICE PROVIDER offers mediation services in Thurston County and provides a way to avoid the cost and time of going through the court system.

**Scope of Services****Tenant and Landlord Mediation Project**

- 1) The SERVICE PROVIDER would cover intake and mediation for housing related cases that either do not qualify for the Early Resolution Pilot Program or that come after its end. The SERVICE PROVIDER would be able to provide services as communication issues, conflict or rent-owed issues arise.
- 2) The CITY would publicize the program to interested parties.
- 3) The costs of providing intake and mediation for housing related cases would be based on 1) the monthly fixed indirect rate of \$750, plus 2) the number of participants scheduled for mediation at the current per session, base rate of \$315 per party. The CITY would pay up to twenty thousand dollars (\$20,000) annually as part of this Service Provider Agreement.
- 4) The SERVICE PROVIDER would manage costs similar to other "draw-down" grants where parties that qualify are offered the supplemental funds in this Service Provider Agreement from the CITY.
- 5) The SERVICE PROVIDER will invoice the CITY for services on a monthly basis, as outlined above, and for reporting purposes, will include the number of participants scheduled for sessions.

**Conflict Resolution Resource Line**

- 1) The SERVICE PROVIDER will provide services supporting the Conflict Resolution Resource Line.
- 2) The CITY would pay up to five thousand dollars (\$5,000) annually as part of

this Service Provider Agreement for such services.

- 3) The SERVICE PROVIDER will invoice the CITY for services on a monthly basis for such services.

Exhibit "B" City Contracts – Nondiscrimination in Benefits

**Chapter 3.46**  
**CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS**

Sections:

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

**3.46.010 Definitions.**

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.  
(Ord. O2000-028, Added, 02/06/2001)

**3.46.020 Nondiscrimination in benefits.**

- A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

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

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

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

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

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

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

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

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

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

### **3.46.030 Limitations.**

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

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and

C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.  
(Ord. O2000-028, Added, 02/06/2001)

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

The city administrator shall have the power to:

A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;

B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and

2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;

C. Examine contractor's benefit programs covered by this chapter;

D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

E. Allow for remedial action after a finding of noncompliance, as specified by rule;

F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

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

#### **3.46.050 Appeals.**

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

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

#### **3.46.060 Effective date.**

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

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



TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: January 21, 2025  
SUBJECT: Interlocal Agreement with the City of Olympia for Fire Vehicle Maintenance

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1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement with the City of Olympia for Fire Vehicle Maintenance as recommended for approval on the Council consent agenda by the Public Health and Safety Committee at their January 14, 2025 meeting.

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2) Background:

For several years Tumwater has contracted with the City of Olympia for maintenance and repair of fire apparatus. The agreement has been beneficial for the City with quarterly and required annual inspection and pump testing of apparatus. The OFD shop is also very responsive to emergency repair needs to help keep TFD apparatus in top operational condition. The current agreement expired on December 31, 2024.

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3) Policy Support:

Provide and Sustain Quality Public Safety Services

- Explore and implement partnerships to improve efficiency of service delivery.
- 

4) Alternatives:

- Do not authorize
- 

5) Fiscal Notes:

Shop labor rate increase

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6) Attachments:

- A. Interlocal Agreement with the City of Olympia for Fire Vehicle Maintenance

When signed return to:  
City of Olympia  
Attn: City Clerk's office  
PO Box 1967  
Olympia, WA 98507-1967

**AGREEMENT BETWEEN  
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER  
FOR  
FIRE DEPARTMENT VEHICLE REPAIR & MAINTENANCE SERVICES**

**Whereas**, RCW 35A.11.010 permits cities governed under the optional municipal code to contract and be contracted with; and

**Whereas**, pursuant to OMC 3.16.030, the city manager or city manager's designee, is authorized to approve and execute on behalf of the City of Olympia any contract not otherwise subject to Council approval;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (City) and the City of Tumwater (Tumwater) agree as follows:

**I. Purpose/Objective**

The purpose of this Agreement is to allow the City of Olympia (City), through its Fire Department, the Olympia Fire Department (OFD), to provide maintenance and repair services to the City of Tumwater (Tumwater), through its Fire Department, the Tumwater Fire Department (TFD), for Apparatus and other equipment owned and operated by Tumwater. Tumwater does not have sufficient resources to provide such services and desires to have such services performed as set forth below. OFD currently maintains appropriate facilities and sufficient personnel to perform necessary maintenance and repair services and agrees to extend this service to Tumwater under the terms and conditions specified in this Agreement.

**II. Definitions**

In this Agreement, the following terms have the meanings set forth below:

**Annual Inspection** A yearly inspection conducted at the OFD maintenance facility that includes items listed on the "Apparatus/Fire Engines Annual Inspection" form as set forth on the attached Exhibit "B" as set forth herein or updated in accordance with this Agreement.

**Apparatus** Fire Department owned vehicle used for the purpose of responding to fire or medical emergencies.

**Fire Ground Equipment** Mechanical and electrical tools assigned to Apparatus.

**Fluids** Motor oil, antifreeze, transmission fluid, brake fluid, gear oils, grease, and washer fluids.

**Front Line Apparatus** The primary designated staffed vehicle first in line to respond.

**Quarterly Inspection** A quarterly inspection conducted at the OFD maintenance facility that includes items listed on the form as set forth on the attached Exhibit "C" as set forth herein or updated in accordance with this Agreement.

### III. Scope of Agreement/Work

#### A. Responsibilities of OFD, acting for the City, are as follows:

1. **OFD Maintenance Responsibilities:** OFD shall perform, or cause to be performed by its chosen service provider, routine maintenance of the Apparatus covered under the terms of this Agreement
2. **OFD Repair Responsibilities:** OFD shall schedule and perform modifications and repairs to the Apparatus and Fire Ground Equipment on a priority basis. At OFD's option, such modifications may be performed by City's chosen service provider, pursuant to subsection 3, below. OFD will charge TFD for repairs and modifications at the hourly shop rate established in this Agreement, in addition to any other applicable charges authorized in this Agreement. OFD is not responsible for any equipment left on the vehicle that is not being repaired or maintained while it is at an OFD facility
3. **Work performed by Outside Service Providers:** OFD will provide notice to TFD prior to work being performed by another service providers. OFD gives no express or implied warranty for services or parts provided by an outside service provider if such items were direct billed to TFD. OFD is not responsible for any damage to TFD's Apparatus resulting from accidental or negligence while TFD's Apparatus is being serviced, maintained, repaired, or stored by an outside service provider
4. **Maintenance and Repair Limitations:** OFD shall attempt to complete all maintenance and repair requests for Apparatus and Fire Ground Equipment within the time requested by TFD. TFD is aware that there may be times when OFD cannot complete maintenance or repairs within the requested time. OFD will make every attempt to maintain or repair all Front-Line Apparatus within the requested time.

5. **Covered Apparatus and Equipment:** OFD shall maintain that Apparatus and Fire Ground Equipment OFD listed in the chart in Exhibit "A" attached hereto. The Fire Chief of OFD and Fire Chief of TFD are authorized to amend Exhibit "A" as necessary, so long as both parties agree to the changes and attach to this Agreement an updated copy of Exhibit "A". Unless otherwise specified, any covered Apparatus includes Fire Ground Equipment supporting such Apparatus.
6. **Hours of Work:** OFD's Fleet Service's normal working hours are from 7:00 am to 5:30 pm, Monday through Friday, except City holidays.
7. **Documentation and Safety Concerns:** OFD shall supply to TFD record of work performed at the time of billing. If TFD does not authorize additional repairs that OFD recommends, OFD shall state so on the repair documentation. Items discovered that are safety concerns must be documented (as above) and notification provided to TFD. If the level of safety concern meets National Fire Protection Association's (NFPA) criteria as determined by OFD, OFD may make a recommendation directly to TFD's Fire Chief and OFD will seek direction to proceed with the recommended repair(s) or maintenance. OFD makes no representation that it will discover any safety issue or defect, actual or potential.
8. **Pick-up and Delivery of Apparatus:** Pick-up and delivery of Apparatus may be a joint effort between TFD and OFD with TFD as the party ultimately responsible for pick-up and delivery. TFD is responsible for and shall pay any costs associated with pick-up and delivery. OFD is not responsible for the security of apparatus or equipment after the vehicle repair/service is completed and the TFD has been notified that its ready to be picked up.

**B. Responsibilities of TUMWATER FIRE DEPARTMENT (TFD) are as follows:**

1. **Notification of Repair and/or Maintenance:** The Tumwater Fire Department (TFD) shall notify OFD via the OFD designated email address, [ofd fleetservices@ci.olympia.wa.us](mailto:ofd fleetservices@ci.olympia.wa.us), when Apparatus is in need of repair/and or maintenance. TFD agrees that it is their intent to maintain the Apparatus to NFPA 1911 Standard for the inspection and maintenance of in-service automotive fire apparatus and, as such, shall participate in the OFD preventative maintenance program as outlined in attached Exhibits "B" and "C". If OFD determines that the Apparatus is not being maintained to this standard, OFD may notify the Fire Chief of TFD.
2. **Authorized Representative:** TFD shall provide the name and telephone number of a TFD authorizing representative who can, in a timely manner, provide any necessary direction to OFD to approve additional repairs, if OFD determines such repairs are recommended or required.

3. **Response to Safety Concerns:** If OFD notifies the TFD Fire Chief of any safety concern under this Section B, the Fire Chief of TFD shall timely respond to OFD's recommendation.
4. **Pick-up and Delivery of Apparatus:** OFD and TFD shall coordinate all pick-up and delivery of apparatus with TFD as the party ultimately responsible for pick-up and delivery. TFD is responsible for and shall pay any costs associated with pick-up and delivery. OFD will not be responsible for the security of apparatus or equipment after the vehicle repair/service is completed and the TFD has been notified that its ready to be picked up.

#### **IV. Payment (or Funding/Costs/etc.)**

- A. Service and repair charges to TFD are on an hourly basis rounded to the nearest 15 minutes. The shop rate for service is \$175.00 per hour, which is inclusive of documentation and reporting of all maintenance work and service work. The shop rate will be reviewed by OFD staff in January of each year and the Fire Chief for OFD may authorize an increase under this Agreement of up to ten percent (10%) so long as TFD receives notification of the increase at least 30 days prior to implementation of the new labor rate. Fees do not include Washington State sales tax, which will be added to each invoice. In addition, TFD shall pay OFD for all parts provided by OFD from OFD's stock (at OFD's cost) plus any costs associated with fluids, pick-up and delivery, plus any mark-up as described below. TFD may terminate the Agreement with 45 days written notice to the City upon being advised of a labor rate increase.
- B. TFD shall pay expenses outlined in this Agreement in the manner set forth below:
  1. Costs of any parts that OFD does not have in-stock may be directly billed by the vendor to TFD.
  2. Service that OFD does not provide but that OFD authorizes another entity to provide may be directly billed by the vendor to TFD.
  3. The cost of parts OFD has in stock or are billed to OFD on behalf of TFD will be assessed a 39% mark-up. This cost for parts and all labor services provided by OFD will be directly billed by OFD to TFD. TFD has the option of purchasing any necessary large part(s), costing more than \$3,000, directly from a vendor specified by OFD and providing to OFD for installation based upon the schedule and terms commensurate with the repair or maintenance work required, and shall pay a 5% mark-up to OFD when providing such part(s) in lieu of the normal 39% mark-up. This applies only to individual parts valued at \$3,000 or more not an aggregation of parts and/or labor for any project. The parts mark-up rate will be reviewed by OFD staff in January of each year and the Fire Chief for OFD may authorize an increase under this Agreement of up to 10% so long as TFD receives notification of the

increase at least 30 days prior to implementation of the new parts mark-up rate. Fees do include Washington State sales tax, which will be added to each invoice.

4. Fluids used and replaced will be billed for at the normal rates paid by OFD, plus a 39% mark-up, as well as fluid accountability requirements and any required disposal charges incurred by OFD.
5. TFD shall pay pick-up and delivery charges directly to the entity providing such services. For example, if towing is required, TFD shall pay the towing company directly.

#### **V. Method of Payment**

- A. OFD shall submit a monthly itemized invoice to TFD for all OFD in-stock parts, fluid replacement, labor for completed maintenance and repair services provided by OFD, and any other services provided under this Agreement.
- B. TFD shall make payment within 30 days of receipt of an invoice.

#### **VI. Amendments**

Either party to this Agreement may request an amendment or term extension. Any amendment must be negotiated and agreed to by both parties prior to implementation, except labor costs and parts/fluid mark-up percentage, which can be increased by OFD as provided in this Agreement. Certain updates are expressly authorized to be made by the OFD or TFD Fire Chiefs under this Agreement and, when so authorized, must be made in writing and attached hereto.

Any other amendments to this Agreement must be made in writing and approved prior to implementation.

#### **VII. Indemnification**

The CITY OF TUMWATER and the City each shall defend, indemnify, and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement. For purposes of this Agreement, the parties each expressly waive their immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to their employees and agree that the obligations to protect, save, defend, indemnify, and hold each other harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the parties. The foregoing waiver is mutually negotiated by the parties to this Agreement.

## **VIII. Insurance**

The City shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the City or its employees. Before beginning the work described in this Agreement, the City shall provide TFD proof of coverage:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence and aggregate.
- C. Excess Liability insurance with limits not less than \$2,000,000 per occurrence and aggregate.
- D. The aforementioned insurance requirements for the City of Olympia may be fulfilled by the City of Olympia's membership and coverage with the Washington Cities Insurance Authority, a self-insured risk pool. Any payment of deductible or self-insured retention of such coverage is the sole responsibility of OFD.
- E. TFD shall purchase and maintain automobile physical damage insurance with comprehensive and collision coverage equivalent to those listed above on all vehicles being serviced by the City of Olympia. Any payment of deductible or self-insured retention is the sole responsibility of TFD.

## **IX. Warranty**

Except as expressly provided below, the CITY gives no express or implied warranty for the services provided by OFD under this Agreement. OFD will repair or replace any new parts (except parts not covered by a manufacturer's warranty such as electrical parts) or redo any labor that fails in normal service due to defects in parts as determined by the manufacturer, or labor as determined by OFD, provided OFD is immediately notified and allowed to inspect the vehicle to determine whether or not the failure is in fact attributable to defective parts and/or labor. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts, or other matters not specified and neither OFD nor the City is liable for any consequential, incidental, or commercial damages related to the services in excess of the costs of the specific repairs.

## **X. Duration of Agreement**

This Agreement commences on January 1, 2025, and continues through December 31, 2026, unless otherwise terminated in the manner described under the pertinent sections of this Agreement.

**XI. Termination of Agreement**

Should either party choose to terminate this Agreement, the party desiring to terminate the Agreement shall provide one year advance written notice to the other party, unless otherwise set forth in this Agreement. In addition, in the event TFD is dissatisfied with the OFD’s performance of its responsibilities under this Agreement, TFD shall provide OFD with a written notice of dissatisfaction that specifically identifies the details of the OFD’s alleged performance deficiencies. OFD has three months from the date of the notice of dissatisfaction to remedy the performance deficiencies specifically noted. In the event TFD remains dissatisfied at the end of the three-month period, TFD may terminate the Agreement by providing OFD with an additional 3 months written notice.

**XII. No Separate Legal Entity Created/Property**

No separate legal entity is created under this Agreement. Each party maintains ownership of its own property.

**XIII. Entire Agreement**

This Agreement along with the Exhibits incorporated by reference sets forth all terms and conditions agreed upon by OFD and TFD and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

**XIV. Notice**

Any notice required under this Agreement must be to the party at the address listed below and is effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA  
Attn: Fire Chief  
Re: Agreement with Tumwater Fire Department  
PO Box 1967  
Olympia, WA 98507-1967

CITY OF TUMWATER  
Attn: Fire Chief  
Re: Agreement with the City of Olympia  
555 Israel Road SW  
Tumwater, WA 98501

Vehicle Repair Agreement between City of Olympia  
And Tumwater Fire Department



**XV. Interpretation and Venue**

This Agreement is governed by the Laws of the State of Washington as to interpretation and performance. Any lawsuit related to or arising out of this Agreement must be brought and maintained in Thurston County Superior Court, which is the exclusive venue for any such action.

**XVI. Dispute Resolution**

In the event of a dispute between the parties arising out of this Agreement, or any obligation under this Agreement, the dispute must first be referred to a representative designated by parties to have oversight over the administration of this Agreement. Said representatives shall meet within 14 calendar days of either party’s request for a meeting, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute. In the event that the parties are unable to resolve the dispute under the procedure set forth, then the matter will be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation must be borne equally by the parties.

**XVII. Ratification**

Any act consistent with the authority and prior to the effective date of this Agreement is hereby ratified and confirmed.

**XVIII. Effective Date**

The Agreement takes effect as of the date of the last signature below.

**CITY OF OLYMPIA**

**TUMWATER FIRE DEPARTMENT**

\_\_\_\_\_  
Steven J. Burney, City Manager

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

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

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

Attest:

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

Approved as to form

Approved as to form

Deputy City Attorney

Karen Kirkpatrick, City Attorney

Date:

Date:

- Exhibit "A" The Apparatus and Fire Ground Equipment OFD maintains for the TFD
- Exhibit "B" Apparatus/Fire Engine Annual Inspection Form
- Exhibit "C" Apparatus/Fire Engine Quarterly Inspection Form

EXHIBIT A  
Tumwater Fire Department

<b>Vehicle ID</b>	<b>Model Year</b>	<b>Make</b>	<b>Vehicle Description</b>	<b>VIN #</b>
3097	2000	CHE	2000 Chevrolet Silverado TFD	2GCE19VXY1337633
3098	2011	FOR	2011 Ford Explorer TFD	1FMHK8B86BGA54245
3099	2014	FOR	2014 Ford F150 - TFD	1FTEX1EM7EKE58634
3100	2000	KME	KOVATCH FIRE TRK-TFD	1K9AF4288YN058117
3101	2000	KME	KOVATCH FIRE TRK-TFD	1K9AF428XYN058118
3104	2012	PRC	PIERCE VEL PUMP-TFD	4P1CV01D2DA013324
3105	2019	PRC	2019 Pierce Velocity - TFD	4P1BAAGF4KA020021

Vehicle Repair Agreement between City of Olympia  
And Tumwater Fire Department

EXHIBIT B  
Tumwater Fire Department

**APPARATUS/FIRE ENGINE ANNUAL INSPECTION**

*Initial if OK, mark with an "X" if repairs are needed*

Agency \_\_\_\_\_ W/O # \_\_\_\_\_

Apparatus # \_\_\_\_\_ Date \_\_\_\_\_ Mileage \_\_\_\_\_ Eng. Hrs \_\_\_\_\_

Next service due Date \_\_\_\_\_ Mileage \_\_\_\_\_ Pump Hrs \_\_\_\_\_

Road test Before \_\_\_\_\_ After \_\_\_\_\_

Vehicle weight \_\_\_\_\_ FA \_\_\_\_\_ RA \_\_\_\_\_ RRA \_\_\_\_\_

Service brake test \_\_\_\_\_ Feet \_\_\_\_\_ Park brake test \_\_\_\_\_

Check vehicle write ups/parts board \_\_\_\_\_

Change engine oil & Filter(s) \_\_\_\_\_ Type \_\_\_\_\_ Quantity \_\_\_\_\_

Change fuel filters \_\_\_\_\_

Fuel Additive \_\_\_\_\_

Change transmission fluid (as needed, Triton biennial change) \_\_\_\_\_

Type \_\_\_\_\_ Quantity \_\_\_\_\_

Change transmission Filter(s) \_\_\_\_\_

Change differential fluid (as Needed) \_\_\_\_\_

Change transfer case oil \_\_\_\_\_

Check for water leaks (fire pump area) \_\_\_\_\_

Lube complete chassis \_\_\_\_\_

Check u-joints \_\_\_\_\_

Check exhaust system ( leaks) \_\_\_\_\_

Check steering components (tie rods, ends, draglink) \_\_\_\_\_

Torque U-Bolts Spec. \_\_\_\_\_

Check wheel seals \_\_\_\_\_

Change wheel hub oil \_\_\_\_\_

Check frame and suspension (springs, pins, u-bolts, cross mbrs.) \_\_\_\_\_

Check shocks \_\_\_\_\_

Check King Pins \_\_\_\_\_

Check TAK-4 B/J Upper Left \_\_\_\_\_ Upper Right \_\_\_\_\_  
Lower Left \_\_\_\_\_ Lower Right \_\_\_\_\_

Check TAK-4 Ride Height \_\_\_\_\_

Check Toe-in on steer axle Front \_\_\_\_\_ in. Rear \_\_\_\_\_ in.

Check cab and body mounts \_\_\_\_\_

Check brakes (Adj. manual) \_\_\_\_\_

Brake Appl. Stroke \_\_\_\_\_ FA \_\_\_\_\_ RA \_\_\_\_\_ RRA \_\_\_\_\_

Check for Air leaks (brakes applied and released) \_\_\_\_\_

Drain air tanks \_\_\_\_\_

Check wet tank pressure \_\_\_\_\_

Replace air dryer cartridge \_\_\_\_\_

Air brake system check (hoses & components) \_\_\_\_\_

Check lug nuts ( torque & rust trails) \_\_\_\_\_ Torque spec. \_\_\_\_\_

Vehicle Repair Agreement between City of Olympia  
And Tumwater Fire Department

EXHIBIT B  
Tumwater Fire Department

APPARATUS/FIRE ENGINE ANNUAL INSPECTION

Initial if OK, mark with an "X" if repairs are needed

Check all tires (curbing, cuts, wear and pressure) \_\_\_\_\_

	Front		Rear		Rear
Depth	LF _____ /32		LRO _____ /32		RRO _____ /32
	RF _____ /32		LRI _____ /32		RRRI _____ /32
			LRRO _____ /32		RRRO _____ /32
			LRRRI _____ /32		RRRI _____ /32
Pressur	LF _____ psi		LRO _____ psi		RRO _____ psi
	RF _____ psi		LRI _____ psi		RRRI _____ psi
			LRRO _____ psi		RRRO _____ psi
			LRRRI _____ psi		RRRI _____ psi

Pressure test cooling system \_\_\_\_\_ psi. \_\_\_\_\_

Change coolant filter \_\_\_\_\_

Check coolant Level \_\_\_\_\_ Nitres \_\_\_\_\_ Degrees \_\_\_\_\_ PH \_\_\_\_\_

Change power steering Filter \_\_\_\_\_ Type \_\_\_\_\_ Quantity \_\_\_\_\_

Change air filter \_\_\_\_\_

Check ember screen \_\_\_\_\_

Check & record on-board charger \_\_\_\_\_ Voltage \_\_\_\_\_

Check auto eject operation \_\_\_\_\_

Check batteries (cables & corrosion) \_\_\_\_\_

Load test batteries & record :

	#1	#2	#3
	#4	#5	#6

Replace all belts (as needed) \_\_\_\_\_

Check all hoses (for leaks and wear) \_\_\_\_\_

Check low air warning devices \_\_\_\_\_

Check air governor cutout/air dryer (120 psi) \_\_\_\_\_

Check auto pump cut in & cut out pressure \_\_\_\_\_

Lube treadle valve pin \_\_\_\_\_

Observe all gauge operation (oil, water temp and amp) \_\_\_\_\_

Check windshield washer fluid, change wipers \_\_\_\_\_

Check windows (chips, cracks, seals and operation) \_\_\_\_\_

Clean windows \_\_\_\_\_

Check heaters, fans and air conditioning \_\_\_\_\_

Check interior (seats, door panels, carpets and mats) \_\_\_\_\_

Check interior lighting (cab & body compartments) \_\_\_\_\_

Check seat belts (condition, operation, cleanliness) \_\_\_\_\_

Exterior (door operation, hood, compartment) \_\_\_\_\_

Check door and compartment lock operation \_\_\_\_\_

Vehicle Repair Agreement between City of Olympia  
And Tumwater Fire Department

EXHIBIT B  
Tumwater Fire Department

**APPARATUS/FIRE ENGINE ANNUAL INSPECTION**

*Initial if OK, mark with an "X" if repairs are needed*

Check ladder rack operation \_\_\_\_\_  
 Check ladder rack hydraulic fluid \_\_\_\_\_

Check fire pump switch and lighting \_\_\_\_\_  
 Check primer pump fluid \_\_\_\_\_  
 Check primer pump operation \_\_\_\_\_  
 Check pump relief valve or governor operation \_\_\_\_\_  
 Check pump panel valve operation \_\_\_\_\_ Lube & Clean Handles \_\_\_\_\_  
 Check foam system \_\_\_\_\_  
 Check anodes/inlet screens \_\_\_\_\_  
 Check PTO if equipped \_\_\_\_\_  
 Check hydraulic fluid & change filters (Generator, foam, etc.) \_\_\_\_\_  
 Check all emergency lighting, sirens, and horns \_\_\_\_\_  
 Check opticom system \_\_\_\_\_  
 Check all DOT lighting and horns, \_\_\_\_\_  
 Adjust headlights \_\_\_\_\_  
 Check mirrors (cracks, security) \_\_\_\_\_

Service positive pressure fan	Type _____	Quantity _____
Service portable generator	Type _____	Quantity _____
Service On-Board Generator	Oil type _____	Quantity _____
Oil filter _____	Fuel Filter _____	Voltage output _____
Air Filter _____	Coolant level _____	

Check/ reset prognostics, service reminders \_\_\_\_\_  
 Check for codes/ DPF regen \_\_\_\_\_  
 Steam clean \_\_\_\_\_  
 Install service sticker \_\_\_\_\_  
 Repairs needed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EXHIBIT C  
Tumwater Fire Department

**APPARATUS/ FIRE ENGINES QUARTERLY INSPECTION**

*Initial if okay, mark with an "X" if repairs are needed*

Agency \_\_\_\_\_ W/O # \_\_\_\_\_  
Apparatus # \_\_\_\_\_ Date \_\_\_\_\_ Eng. Hrs \_\_\_\_\_ Mileage \_\_\_\_\_  
Next service due Date \_\_\_\_\_ Mileage \_\_\_\_\_  
Road test Before \_\_\_\_\_ After \_\_\_\_\_ Pump Hrs \_\_\_\_\_  
Check vehicle write ups/parts board \_\_\_\_\_  
Change engine oil \_\_\_\_\_ Type \_\_\_\_\_ Quantity \_\_\_\_\_  
Change fuel filters \_\_\_\_\_  
Fuel Additive \_\_\_\_\_  
Check differential fluid \_\_\_\_\_  
Check transfer case oil \_\_\_\_\_  
Check for water leaks (fire pump area) \_\_\_\_\_  
Lube complete chassis \_\_\_\_\_  
Check exhaust system ( leaks) \_\_\_\_\_  
Check steering components (tie rods, ends, draglink) \_\_\_\_\_  
Check wheel seals \_\_\_\_\_  
Check hub oil \_\_\_\_\_  
Check frame and suspension (springs, pins, u-bolts, cross mbrs.) \_\_\_\_\_  
Check cab and body mounts \_\_\_\_\_  
Check brakes (Adj. manual) \_\_\_\_\_  
Brake Appl. Stroke \_\_\_\_\_ FA \_\_\_\_\_ RA \_\_\_\_\_ RRA \_\_\_\_\_  
Check for Air leaks \_\_\_\_\_  
Check wet tank pressure \_\_\_\_\_  
Drain air tanks \_\_\_\_\_  
Check all tires (curbing, cuts, wear and pressure) \_\_\_\_\_  

	Front		Rear		Rear
Depth	LF _____ /32		LRO _____ /32		RRO _____ /32
	RF _____ /32		LRI _____ /32		RRRI _____ /32
			LRRO _____ /32		RRRO _____ /32
Pressure			LRRI _____ /32		RRRI _____ /32
	LF _____ psi		LRO _____ psi		RRO _____ psi
	RF _____ psi		LRI _____ psi		RRRI _____ psi
			LRRO _____ psi		RRRO _____ psi
			LRRI _____ psi		RRRI _____ psi

  
Pressure test cooling system \_\_\_\_\_  
Check coolant Level \_\_\_\_\_ Nitres \_\_\_\_\_ Degrees \_\_\_\_\_ PH \_\_\_\_\_  
Check power steering fluid \_\_\_\_\_  
Check transmission fluid \_\_\_\_\_

Vehicle Repair Agreement between City of Olympia  
And Tumwater Fire Department

EXHIBIT C  
Tumwater Fire Department

**APPARATUS/ FIRE ENGINES QUARTERLY INSPECTION**

*Initial if okay, mark with an "X" if repairs are needed*

- Check air filter \_\_\_\_\_
- Check onboard charger Voltage \_\_\_\_\_
- Check batteries (cables & corrosion) \_\_\_\_\_
- Check all belts & hoses (for cracks and looseness, adj. as needed) \_\_\_\_\_
- Check low air warning devices \_\_\_\_\_
- Check air governor cutout/air dryer (120 psi) \_\_\_\_\_
- Check auto pump cut in & cut out pressure \_\_\_\_\_
- Observe all gauge operation (oil, water temp and amp) \_\_\_\_\_
- Check windshield washer fluid/wipers \_\_\_\_\_
- Check windows (chips, cracks, seals and operation) \_\_\_\_\_
- Clean windows \_\_\_\_\_
- Check heaters, fans and air conditioning \_\_\_\_\_
- Check interior (seats, door panels, carpets and mats) \_\_\_\_\_
- Check interior lighting (cab & body compartments) \_\_\_\_\_
- Check seat belts (condition, operation, cleanliness) \_\_\_\_\_
- Exterior (door operation, hood, compartment) \_\_\_\_\_
- Check door and compartment lock operation \_\_\_\_\_
- Check fire pump switch and lighting \_\_\_\_\_
- Check primer pump fluid \_\_\_\_\_
- Check primer pump operation \_\_\_\_\_
- Check pump relief valve or governor operation \_\_\_\_\_
- Check hydraulic fluid (Generator, foam, etc.) \_\_\_\_\_
- Check all emergency lighting, sirens, and horns \_\_\_\_\_
- Check all DOT lighting and horns, \_\_\_\_\_
- Check mirrors (cracks, security) \_\_\_\_\_
- Check/ reset prognostics, service reminders \_\_\_\_\_
- Check for codes/ DPF regen \_\_\_\_\_
- Steam clean \_\_\_\_\_
- Install service sticker \_\_\_\_\_
- Repairs needed: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Vehicle Repair Agreement between City of Olympia  
And Tumwater Fire Department



TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: January 21, 2025  
SUBJECT: Interlocal Agreement for Thurston County Emergency Management Council

---

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement for Thurston County Emergency Management Council as recommended for approval on the Council consent agenda by the Public Health and Safety Committee at their January 14, 2025 meeting.

---

2) Background:

For many years the City of Tumwater has been a participating member of the Emergency Management Council of Thurston County. It is recognized that it is in the best interest of residents of Thurston County and all political subdivisions in the county to cooperate and coordinate with each other in developing emergency management plans and programs. This type of partnership is cost-effective and can reduce duplication of efforts.

---

3) Policy Support:

Provide and Sustain Quality Public Safety Services

- Explore and implement partnerships to improve efficiency of service delivery
- 

4) Alternatives:

- Do not authorize
- 

5) Fiscal Notes:

Dues are proportional based on population, \$256.26 for 2025 (in approved budget)

---

6) Attachments:

- A. Interlocal Agreement for Thurston County Emergency Management Council

**INTERLOCAL COOPERATIVE AGREEMENT FOR  
THURSTON COUNTY EMERGENCY MANAGEMENT COUNCIL**

THIS AGREEMENT is made and entered into in duplicate by and between Thurston County, Washington, a municipal corporation of the State of Washington, and those cities, towns and tribes located within or bordering Thurston County which are a signatory hereto, hereinafter "parties".

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative undertakings by public agencies as defined in the Act;

WHEREAS, it is in the best interest of the residents of Thurston County that all of the political subdivisions in the county cooperate and coordinate with each other in developing emergency management plans and programs; and

WHEREAS, a unified approach to providing emergency management is cost efficient and can prevent the duplication of effort.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein the parties agree as follows:

**I. PURPOSE**

It is the purpose of this Agreement that each participating member meet regularly and mutually advise each other regarding the effective preparation for, coordination of, and carrying out of emergency management functions, other than functions for which the military forces are primarily responsible; and to meet regularly and mutually advise each other regarding the mitigation of, preparation for, response to, and recovery from emergencies and disasters; and to mutually advise each other regarding aid to victims suffering from injury or damage resulting from emergencies or disasters caused by all hazards, whether natural, technological or human caused, and to mutually advise each other regarding the provision of support for search and rescue operations for persons and property in distress.

**II. ORGANIZATION**

A. There is hereby created a coordinating organization for purposes of mutual advice and discussion regarding emergency management, to be composed of the county, cities, towns and tribes, to be known as the Thurston County Emergency Management Council, hereinafter "EMC."

- B. The EMC shall commence its existence upon the approval of this Agreement by a minimum of four (4) parties. Thereafter, any incorporated city or town within the county or any federally- recognized tribe that shares a border with Thurston County may become a participating member of the joint organization. New membership will require an addendum to the original Agreement, pursuant to Section X, herein. This Agreement will supersede any other previous Interlocal Cooperative Agreement for the Emergency Management Council within Thurston County.

### III. EMERGENCY MANAGEMENT COUNCIL

- A. Membership. The EMC shall consist of the designated agent of each signatory party.

The election of officers, terms of office, subcommittee appointments, and other operational issues shall be addressed in Bylaws to be adopted by the EMC.

- B. Duties and Responsibilities.

1. Consult on emergency management and mutual aid plans and make recommendations to the designated agents of the parties to this Agreement, for further discussion with their respective legislative bodies.
2. Make recommendations for the implementation of county-wide emergency management activities, make recommendations as to the scope of work necessary to implement such activities, make recommendations for an operating budget to support such activities, and make recommendations regarding the distribution of costs should the EMC incur costs. Recommendations may need review and approval by the governing bodies that are signatories to this Agreement.
3. Establish broad policy guidelines and program priorities for the EMC.

### IV. FINANCES

- A. There is hereby created and established a special pooled fund, designated the "Emergency Management Council Fund." It is agreed by the parties hereto that said fund will be maintained and administered by Thurston County. All monies received by EMC, including financial contributions by the parties to this Agreement, shall be deposited in said fund.

Revenue to support the annual budget shall be derived from the following sources:

1. Federal or state funds.
2. Grants (other than federal or state), contributions, and donations by other agencies, groups, or individuals not signatory to this Agreement.
3. Parties to this Agreement shall be responsible for that portion of the annual budget not funded by sources 1 and 2 above.

4. The formula for funding will be per capita, based on population.
5. Special programs/projects shall be funded by a formula to be agreed to by the parties.

## V. PROPERTY & EQUIPMENT

- A. The ownership of all property, equipment and monies owned by signatory parties prior to the execution of this Agreement shall remain the property of said parties notwithstanding its use by the EMC subsequent to the execution of this Agreement.
- B. The ownership of property or equipment loaned or contributed for use by the EMC by any party hereto shall remain with the lending or contributing party.
- C. In the event that any party withdraws from this Agreement prior to its termination as provided herein, any property or equipment loaned or contributed by such party shall be returned to such party within 90 days following the date of the party's withdrawal.
- D. Upon termination of this Agreement, should any property be purchased by the EMC, the EMC shall liquidate the property and the proceeds shall be shared by the parties to this Agreement in proportion to the financial contribution of each party in the year of acquisition of such property, equipment or monies.
- E. The terms of this section shall survive termination of this Agreement.

## VI. SERVICES TO BE PROVIDED TO PARTICIPATING SUBDIVISIONS

- A. General. The EMC may provide assistance to individual participating parties to assist them in effecting their emergency management plans and programs. Provision of such assistance under this Agreement does not establish an enforceable mutual aid agreement between the parties. The provision of assistance may include, but is not limited to, the following:
  1. Coordination of organizational activities in order to minimize death, injury and damages for periods before, during and after a natural or human-caused emergency/disaster.
  2. The implementation of local emergency management plans adopted by the signatory parties, the federal government, State of Washington, neighboring counties, military organizations and other support agencies.
  3. Effective utilization of resources within or from outside these jurisdictions to minimize the effects of an emergency/disaster and to facilitate the request of assistance through established emergency management channels, county to state, to region, to national.

4. Volunteer management.
5. Training for volunteer service providers.
6. Dissemination of disaster information, guidance and disaster education to the general public.
7. Superfund Amendments and Reauthorization Act (SARA) Title III activities.

## VII. DURATION

This Agreement shall commence January 1, 2025 and shall terminate December 31, 2029. A five (5) year extension of this agreement may be executed upon the concurrence of the signatory agencies to this agreement.

## VIII. WITHDRAWAL

Any party to this Agreement may withdraw from this Agreement effective December 31 of any year during the term hereof, provided such notice to withdraw is provided in writing 90 days prior to December 31. The withdrawal of any party shall not require dissolution of this Agreement and no compensation shall be owed to any withdrawing party.

## IX. TERMINATION

This Agreement will be terminated effective December 31 of any year during the term of this Agreement in the event a majority of the signatory parties exercise their right to withdraw from this Agreement as set forth in Section VIII.

## X. AMENDMENTS

This Agreement may be amended upon the mutual agreement of all parties hereto. Amendments must be in writing, be approved by the governing bodies of each jurisdiction, and be recorded with the Thurston County Auditor. A written addendum will be required in the event that an incorporated city or town or a federally-recognized tribe wishes to become a participating member, to be executed in accordance with the requirements of Section II.B, herein.

## XI. INDEMNITY

Each party shall be responsible for its own wrongful and negligent acts or omissions, or those of its officer, agents, or employees, and shall indemnify, defend, and hold the other parties harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

## XII. POLITICAL ACTIVITY PROHIBITED

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

## XIII. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated herein for the parties.

## XIV. JURISDICTION AND VENUE

- A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

## XV. SEVERABILITY

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

## XVI. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS

**Thurston County, Washington** \_\_\_\_\_

Clerk of the Board

\_\_\_\_\_

Chair

Approved as to form:

Jon Tunheim

Prosecuting Attorney

\_\_\_\_\_

Commissioner

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

Deputy Prosecuting Attorney

\_\_\_\_\_

Commissioner

\_\_\_\_\_

Commissioner

\_\_\_\_\_

Commissioner

**Town of Bucoda**

**101A East 7<sup>th</sup> St, Bucoda, WA 98530**

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

\_\_\_\_\_

Mayor

Attest \_\_\_\_\_

City Clerk

**Chehalis Tribe**

**30 Niederman Rd, Oakville, WA 98568**

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

\_\_\_\_\_

Attest \_\_\_\_\_

Title

**City of Lacey**  
**420 College St SE, Lacey, WA 98503**

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

\_\_\_\_\_  
City Manager

Attest \_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**Nisqually Indian Tribe**  
**11702 Yelm Hwy SE, Olympia, WA 98513**

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

\_\_\_\_\_

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

**City of Olympia**  
**100 Eastside St NE, Olympia, WA 98506**

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

\_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

City Clerk

**City of Rainier**  
**102 Rochester St West, Rainier, WA 98576**

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

\_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

City Clerk

**City of Tenino**  
**149 Hodgden St S, Tenino, WA 98589**

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

\_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

City Clerk



**City of Tumwater**  
**555 Israel Rd SW, Tumwater, WA 98501**

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

\_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**City of Yelm**  
**206 McKenzie St, Yelm, WA 98597**

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

\_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

City Clerk

TO: City Council  
 FROM: Grant Gilmore, Water Resources Specialist  
 DATE: January 21, 2025  
 SUBJECT: Interlocal Agreement (ILA) with the Cities of Olympia and Lacey, and Thurston County Implementing a Regional Environmental Education Program (REEP)

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1) Recommended Action:

Approve and authorize the Mayor to sign the ILA with the Cities of Olympia and Lacey, and Thurston County Implementing REEP. This ILA was recommended for approval on the Council consent agenda by the Public Works Committee at their January 9, 2025 meeting.

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2) Background:

REEP is a multijurisdictional partnership between the cities of Lacey, Olympia, Tumwater, and Thurston County initiated in 2016 to formalize the collaborative work of the agencies ongoing since 1990 (2025 marks 35 years!). The ILA is a 5-year agreement providing for a shared annual work plan and budget. This 3<sup>rd</sup> iteration covers the years 2025-2029.

REEP's primary mission is to provide environmental education and outreach in the region to help meet requirements for the Municipal Separate Storm Sewer System (MS4) Permit (Stormwater Permit) from the Department of Ecology. Doing this as a regional partnership helps share resources and ensures consistent messaging is amplified across Thurston County.

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3) Policy Support:

- Western Washington Phase II Municipal Stormwater Permit
    - S5(C)(2): Public Education & Outreach, S5(C)(3): Public Involvement & Education
  - We Believe in PEOPLE
    - Partnership | ...We actively partner with other jurisdictions to address regional, state, and even broader issues.
    - Environment | We act to preserve and enhance the natural environment and the social fabric of our community.
  - Be a Leader in Environmental Health and Sustainability
    - Promote community involvement in environmental programs, including highlighting local career pathways for students.
- 

4) Alternatives:

- Reject the agreement, make recommendations for alternative options.
- 

5) Fiscal Notes:

The annual budget for the City's contribution to the regional program equals \$14,400 funded by the Stormwater Utility, for a total agreement cost not to exceed \$72,000.

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6) Attachments:

- A. Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY  
AND THE CITIES OF LACEY, OLYMPIA, AND TUMWATER  
IMPLEMENTING A REGIONAL ENVIRONMENTAL EDUCATION PROGRAM**

This agreement (“Agreement”) is made and entered into by and between Thurston County, a subdivision of the State of Washington, hereinafter, “COUNTY” and the Cities of Lacey, Olympia and Tumwater, municipal corporations, hereinafter, “CITIES”, collectively referred to as the “PARTNERS”.

**WHEREAS**, the Federal Clean Water Act, 33 U.S.C. § 1251 et seq. and the Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency (“EPA”) require the operators of certain municipal separate stormwater sewer systems (“MS4”) to obtain National Pollutant Discharge Elimination System (“NPDES”) permit coverage; and

**WHEREAS**, in Washington State, the EPA has delegated authority for the Federal Clean Water Act, including development and administration of the Phase II municipal stormwater management program, to the Washington State Department of Ecology (“Ecology”); and

**WHEREAS**, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington Phase II Municipal Stormwater Permit (PERMIT); and

**WHEREAS**, Thurston County and the Cities of Lacey, Olympia and Tumwater have all applied for separate coverage under the PERMIT; and

**WHEREAS**, mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the Regional Environmental Education Partnership (“PARTNERSHIP”), and

**WHEREAS**, the Interlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties hereto to enter into this Agreement; and

**WHEREAS**, Permittees are required by PERMIT Section S5.C.2 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

**WHEREAS**, coordination among Permittees with adjoining or shared geographic areas is encouraged by Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support; and

**WHEREAS**, customers of the PARTNERSHIP share media sources and benefit from consistent messaging and programs across city and county boundaries; and

**WHEREAS**, municipal resource efficiency is increased, and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

**WHEREAS**, Thurston County, and the cities of Lacey, Olympia, and Tumwater desire to continue working together under a PARTNERSHIP to coordinate joint development and implementation of stormwater education and outreach program;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTNERS:**

1. **PURPOSE.** The purpose of this Agreement is to provide a mechanism through which the PARTNERS voluntarily collaborate in the development, implementation and funding of stormwater education and outreach messages, materials, activities and program assessment tools for the general public, businesses and other priority audiences as required by the PERMIT and other stormwater needs.
2. **AGREEMENT SCOPE.** The PARTNERS shall prepare an annual Work Plan to describe regional stormwater education and outreach project and program priorities, coordination, and jurisdictional roles and responsibilities. The annual Work Plan shall be reviewed and approved in writing by the PARTNERSHIP managers each year and should occur no later than November 30th of the preceding year to ensure sufficient time to allocate resources to carry out the Work Plan. Programs within the Work Plan should strive to include baseline data and, where applicable, resulting data following program implementation. Any available pre/post data should be used to assess programmatic strengths and weaknesses and to inform subsequent efforts. In the event an annual Work Plan is not approved prior to December 31<sup>st</sup> of the preceding year, this Agreement shall terminate unless the PARTNERS agree to an extension by which the annual Work Plan shall be reviewed and approved.
3. **STORMWATER EDUCATION AND OUTREACH PROGRAM.** In accordance with PERMIT Section S5.C.2, which is incorporated by reference, the regional stormwater education and outreach program described in the Work Plan shall be designed to:
  - Build general awareness about methods to address and reduce impacts from stormwater runoff;
  - Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts; and
  - Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.

Further, it shall address the minimum performance metrics dictated by PERMIT Section S5.C.2, which are as follows:

- a. Each Permittee shall implement an education and outreach program. The program design shall be based on local or regional (or a combination of both) water quality information and priority audience characteristics to identify high priority audiences, subject areas, and/or Best Management Practices (BMPs). Based on the priority audience's demographic, the Permittee shall consider delivering its selected messages in language(s) other than English, as appropriate to the priority audience.
  - i. **General awareness.** To build general awareness, Permittees shall annually select, at a minimum, one priority audience and one subject area from either (a) or (b):

- (a) *Priority audiences:* General public (including overburdened communities, school age children, college/university, or trade students) or businesses (including home-based, or mobile businesses). Subject areas:
- General impacts of stormwater on surface waters, including impacts from impervious surfaces.
  - Low impact development (LID) principles and LID BMPs.
- (b) *Priority audiences:* Engineers, contractors, developers, property owners/managers, or land use planners. Subject areas:
- Technical standards for stormwater site and erosion control plans.
  - LID principles and LID BMPs.
  - Stormwater treatment and flow control BMPs/facilities.
  - Source control BMPs for building materials to reduce pollution to stormwater, including but not limited to stormwater pollution from PCB-containing materials.
- (c) Permittees shall provide subject area information to the priority audience on an ongoing or strategic schedule.

ii. ***Behavior change.*** To affect behavior change, Permittees shall select, at a minimum, one priority audience and one BMP.

- (a) *Priority Audiences:* Residents, landscapers, property managers/owners, developers, school age children, college/university, trade students, or businesses (including home-based or mobile businesses).

BMPs:

- Use and storage of: pesticides, fertilizers, and/or other household chemicals.
- Use and storage of: automotive chemicals, hazardous cleaning supplies, carwash soaps, and/or other hazardous materials.
- Prevention of illicit discharges.
- Yard care techniques protective of water quality.
- Carpet cleaning.
- Repair and maintenance BMPs for: vehicles, equipment, and/or home/buildings.
- Pet waste management and disposal.
- LID Principles and LID BMPs.

- Stormwater facility maintenance, including LID facilities.
  - Dumpster and trash compactor maintenance.
  - Litter and debris prevention.
  - Sediment and erosion control.
  - (Audience specific) Source control BMPs (refer to S5.C.8).
  - (Audience specific) Locally important, municipal stormwater-related subject area.
- (b) Social marketing campaign development. Based on the recommendation from 2024 evaluation and report, no later than July 1, 2025, each Permittee shall follow social marketing practices and methods and develop a campaign that is tailored to the community, including development of a program evaluation plan. Each Permittee shall:
1. Develop a strategy and schedule to implement the existing campaign more effectively; or
  2. Develop a strategy and schedule to expand the existing campaign to a new priority audience or BMPs; or
  3. Develop a strategy and schedule for a new priority audience and BMP behavior change campaign.
- (c) Behavior change campaign implementation. No later than September 1, 2025, begin to implement the strategy developed in S5.C.2.a.ii.(b).
- (d) Behavior change campaign evaluation. No later than March 31, 2029, evaluate and submit report on:
1. The changes in understanding and adoption of behaviors resulting from the implementation of the strategy; and
  2. Any planned or recommended changes to the campaign to be more effective; describe the strategies and process to achieve the results.
- (e) Behavior change campaign adaptive management. Permittees shall use results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.

**Stewardship.** Each Permittee shall provide, partner with, or promote stewardship opportunities to encourage residents or businesses to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring, riparian plantings, and watershed habitat improvement. Permittees may provide, partner with, or promote stewardship opportunities created or organized by existing organizations (including non-Permittees).

4. **RELATIONSHIP OF THE PARTNERS.** The PARTNERS agree that they intend

to act cooperatively pursuant to the authority of chapter 39.34 RCW to accomplish the purposes recited herein. No separate legal entity is created by this Agreement. This Agreement shall be administered jointly by the Cities and the County. Employees of each PARTNER shall remain at all times under the direction and control of their original employer and the performance of work for any other PARTNER pursuant to this Agreement shall not change that relationship for any purpose.

- 5. **PAYMENT AND FUNDING.** Each PARTNER shall provide funds necessary for the execution of the annually updated Work Plan, at a cost not to exceed levels defined in Section 11.

For purposes of this Agreement, the approval and adoption of the respective annual stormwater program budgets by the County and Cities will serve as the commitment to fund each PARTNERS share of the Work Plan.

- 6. **COUNTY AND CITY STAFF REPRESENTATIVES.**
  - a. The managers, identified below, shall meet annually to discuss overall management and direction of the PARTNERSHIP, and review and adopt the Work Plan prepared by staff. The managers shall represent their jurisdictions in all matters pertaining to the projects and services rendered under this Agreement.
  - b. Maximum staff allocations will be divided between the jurisdictions proportionate to their percent contribution based on jurisdiction population and shall be defined by the level of effort and resource availability required to fulfill the adopted annual Work Plan. These allocations represent the full capacity of each jurisdiction to contribute to a regional Work Plan.
  - c. Following a change of representative, PARTNERS will inform each of the other parties in writing within fifteen (15) calendar days of vacancy. The jurisdiction is responsible for ensuring the work the representative committed to in the Work Plan is fulfilled.
  - d. Any written correspondence shall be delivered to the addresses shown below.

	Lacey	Olympia	Tumwater	Thurston County
Manager	Senior Stormwater Engineer	Environmental Services Supervisor	Water Resources Program Manager	Senior Planner – Public Engagement
Address	420 College Street Lacey, WA 98503	PO Box 1967 Olympia, WA 98507	555 Israel Road SW Tumwater, WA 98501	3000 Pacific Ave SE, Olympia WA 98501

- 7. **REPORTING.** For each year this Agreement is in effect, the PARTNERS will jointly report the progress and results of work conducted under this Agreement by February 28<sup>th</sup> of the following year in a manner that is mutually useful in the fulfillment of PERMIT reporting requirements for public education activities, as

specified in PERMIT Section S9.D.

- 8. **RESPONSIBILITIES OF THE PARTNERS.** It is mutually understood that PARTNERS agree to the following:
  - a. Each of the PARTNERS will be independently responsible for the management and implementation of the projects and programs outlined for the respective jurisdiction(s) in the Work Plan. If a jurisdiction can't fulfill a task they committed to in the Work Plan, they must notify the Partners, including what can't be completed and why.
  - b. The projects and programs in the Work Plan will be implemented across each jurisdiction proportionate to their percent contribution, based on jurisdiction population.
  - c. The Work Plan shall define staffing commitments and an estimated budget, including material, incentive, contracted services, and supply expenses for all costs to be shared by the Partners.
  - d. Non-staff costs shall be allocated proportionately based on the residential population of each jurisdiction as follows:<sup>1</sup>

Jurisdiction	Population (2024)	Percentage <sup>2</sup>
City of Lacey	60,210	27%
City of Olympia	57,450	26%
City of Tumwater	27,470	12%
Thurston County <sup>3</sup>	77,142	35%
<b>Total</b>	<b>222,272</b>	<b>100%</b>

- e. In the event the lead jurisdiction for a task, project or program outlined in the Annual Work Plan pays a vendor or contractor for materials or services in full, the lead jurisdiction shall invoice the PARTNERS based on the cost allocation percentages listed in Section 8.d. above, to ensure equity among the jurisdictions. Invoices shall contain supporting documentation necessary for payment authorization.
- f. The PARTNERS will independently provide administrative services and act as financial manager for this Agreement. Where separate professional service contracts are engaged, the lead jurisdiction shall manage the contract and allocate costs to the PARTNERS as outlined in Section 8.d. of this Agreement.

- 9. **REIMBURSEMENT.** PARTNERS shall pay the lead jurisdiction for actual

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<sup>1</sup> The population figures are obtained from [Thurston Regional Planning Council](#) and shall be updated upon this AGREEMENT's renewal.

<sup>2</sup> Percentages shown are based on the full participation of all PARTNERS.

<sup>3</sup> Population within the Municipal Separate Storm and Sewer Systems (MS4) permit boundary.



expenses, not including staff time, upon presentation of a properly executed invoice. Costs shall be charged based on the cost allocation percentages listed in Section 8.d. above and paid up to the maximum annual level agreed to in Section 11 of this Agreement. Reimbursement requests will be made quarterly, and PARTNERS shall pay the lead jurisdiction within thirty (30) days of receipt of a properly executed invoice with supporting documentation.

- 10. **ASSIGNMENT.** The PARTNERS may assign or subcontract any portion of the services provided within the terms of this Agreement. All terms and conditions of the Agreement shall apply to any approved subcontract or assignment related to this Agreement.
- 11. **ESTIMATED COST AND FINANCING:** For consideration of this Agreement, the PARTNERS shall plan activities under the abovementioned Work Plan, such that estimated total costs do not exceed the Maximum Annual Cost Allocation identified below:

	Cost Per Year	Cost Per Agreement (5 years)
Lacey	\$32,400	\$162,000
Olympia	\$31,200	\$156,000
Tumwater	\$14,400	\$72,000
Thurston County	\$42,000	\$210,000
<b>Total</b>	<b>\$120,000</b>	<b>\$600,000</b>

- a. Each party shall make a good faith effort to participate at the funding levels necessary to fund the pro-rata share of the Agreement’s Work Plan, as permitted by the adoption and approval of the annual budget. In the event a PARTNER fails to secure the necessary funding, refer to Section 12 – REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION hereafter.
  - b. In the event additional funds are necessary due to increased programmatic needs, level of effort, or inflation, Partners can request additional funds for up to \$5,000 per year. If additional funds are needed beyond that, each jurisdiction shall secure additional funds independently, or jointly through a grant application, and amend this section.
12. **REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION:** Should a PARTNER fail to secure adequate funding for any or all elements outlined in the Work Plan, the PARTNER shall:

- a. Provide written notice to the PARTNERS within thirty (30) calendar days of its budget adoption. The PARTNERSHIP Managers agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of such a budget reduction. As participation for each PARTNER is contingent upon final budget approval and adoption, the PARTNERS may elect to redistribute costs or eliminate specific program elements as needed, provided that the participating PARTNERS do not exceed the maximum amounts indicated in Section 11: ESTIMATED COST AND FINANCING, unless otherwise agreed upon in writing through either subsequent agreements or addendums to this Agreement.
13. **DURATION.** This Agreement shall start January 1, 2025, and shall terminate on December 31, 2029, subject to amendment, and may be extended upon written agreement of the PARTNERS.
14. **HOLD HARMLESS AND INDEMNIFICATION.** All PARTNERS shall accept responsibility for any and all liability arising from acts of its own officers, employees, agents and contractors to the extent provided by law.
- a. Each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs, expenses and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this Agreement.
- b. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- c. This section shall survive the expiration of this Agreement.
15. **SETTLEMENT OF DISPUTES.** In the event that a dispute arises under this Agreement, written notification of the nature of the dispute will be provided to the representatives designated in Section 6, herein. If resolution cannot be achieved by the representatives, the department or division director of each party shall meet and attempt to resolve the dispute. In the event the parties are unable to resolve the dispute in this manner, the dispute may be resolved by mediation or arbitration if the parties mutually agree in writing. If there is no agreement for alternate dispute resolution, any party may file a lawsuit in a court of competent jurisdiction according to the terms of this Agreement.
16. **ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.
17. **AMENDMENTS.** The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of all parties.
18. **ADMISSION OF ADDITIONAL PARTIES.** Additional parties may be added to this Agreement upon such terms and conditions as determined by the PARTNERS. The admission of such additional parties shall be by written addendum to this Agreement, signed by the PARTNERS and the new party.
19. **TERMINATION.** Any party to this Agreement may terminate this Agreement by giving

the other parties at least ninety (90) days advance written notice. 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. The hold harmless and indemnification provisions of this Agreement shall survive termination or expiration of this Agreement.

20. **WAIVER.** A failure by any party to this agreement to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.
21. **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce or Lewis County, Washington.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all PARTNERS, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the PARTNERS. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.
23. **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 that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
24. **RECORDS.** Each PARTNER shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this Agreement. Any public records requests addressed to the PARTNERS collectively, as if this Agreement created a separate legal entity, shall be deemed to be a request received by each PARTNER individually. Each PARTNER shall respond separately, unless agreed to otherwise in writing and properly documented.
25. **POSTING OR RECORDING.** Prior to its entry into force, this Agreement shall be posted upon the websites of the PARTNERS or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

Each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

### SIGNATURE PAGES FOLLOW ###

CITY OF LACEY

\_\_\_\_\_  
City Manager

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

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF OLYMPIA

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF TUMWATER

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Vice-Chair

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

\_\_\_\_\_  
Board Member

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

\_\_\_\_\_  
Board Member

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

\_\_\_\_\_  
Board Member

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

ATTEST:  
\_\_\_\_\_

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:  
PROSECUTING ATTORNEY  
Jon Tunheim  
\_\_\_\_\_

Deputy Prosecuting Attorney



TO: City Council  
FROM: Dave Kangiser, Water Resources Specialist  
DATE: January 21, 2025  
SUBJECT: Right of Entry Agreement with Dana Day for the Barnes Lake Management District

---

1) Recommended Action:

Approve and authorize the Mayor to sign the Right of Entry Agreement with Dana Day for her Lark St. property. This agreement was recommended for approval on the Council consent agenda by the Public Works Committee at their January 9, 2025 meeting.

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2) Background:

The Barnes Lake Management District was formed in 2006 to monitor lake health and to manage aquatic vegetation on Barnes Lake. Dana Day's property at 231 Lark St. has been used to allow access to Barnes Lake for water quality monitoring and applying aquatic vegetation treatments via boat. The property is maintained to allow trucks with trailers to get to the water's edge and safely launch small watercraft into the lake. Dana Day's property is the only parcel on Barnes Lake that can provide such access. City staff and the contractor have used Dana Day's property to access Barnes Lake since 2011.

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3) Policy Support:

Environment: We act to preserve and enhance the natural environment and the social fabric of our community.

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4) Alternatives:

- Do not approve the Right of Entry Agreement. This would limit the City's ability to access Barnes Lake to conduct water quality monitoring and eliminate the contractor's ability to deploy a motorized boat to conduct vegetation treatment.
  - Re-evaluate other privately-owned locations to use for boat access to conduct water quality monitoring and vegetation maintenance activities.
- 

5) Fiscal Notes:

The Right of Entry Agreement authorizes reimbursement of Dana Day's annual assessment fee as a Barnes Management district member as payment for the access. The total payment authorized by this agreement shall not exceed \$1,260 payable in annual increments commensurate with the Barnes Lake Assessment charged to Ms. Day's property.

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6) Attachments:

- A. Right of Entry Agreement – Dana Day

**DAY RIGHT-OF-ENTRY AGREEMENT**

THIS AGREEMENT, is dated this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between DANA E. DAY (herein referred to as "OWNER"), and the CITY OF TUMWATER (herein referred to as "CITY"), a Washington municipal corporation.

**RECITALS:**

- A. OWNER owns property, more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("Property"), across which the CITY requests access to reach the Barnes Lake shoreline to facilitate Barnes Lake Management District (LMD) vegetation management activities;
- B. OWNER is a member of the Barnes LMD and is interested in assisting with the necessary and routine vegetation management of Barnes Lake;
- C. CITY is a municipality organized under the laws of the State of Washington and administers the privately funded Barnes LMD;
- D. OWNER desires to allow CITY access across and over the Property to the Barnes Lake shoreline, through the Right of Entry area depicted in Exhibit B, hereinafter referred to as the "Project Site".

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

- 1. **Purpose.** CITY and its agents, designees and/or assigns shall have the right, at such times as deemed necessary by CITY, to enter upon the Project Site to access Barnes Lake to conduct vegetation management activities. At times, it may be necessary to improve access to the water through the design and construction of an access ramp to protect the property and equipment, and maintain through reconstruction, operation, and repair any facilities, and all appurtenances thereto ("Project").
- 2. **Access.** CITY shall have the right of access from CITY right-of-way across and over the Property to the Project Site to enable CITY to exercise its rights hereunder by utilizing the Property at 231 LARK STREET SW in Tumwater, WA to conduct activities in support of vegetation management goals as mutually agreeable to OWNER and CITY. CITY shall notify OWNER at least 48 hours in advance of Project activity to ensure access is available and OWNER is onsite during Project activity.
- 3. **Compensation.** In consideration of the access provided by the OWNER to the CITY, the CITY shall compensate the OWNER as follows:

CITY shall pay two-hundred ninety-one dollars and 72 cents, \$291.72 to the OWNER for access provided by OWNER under this agreement. In the event the LMD assessment fee changes (typically there is a 5% annual increase), the compensation for the OWNER will change as adopted by the LMD and CITY.

4. **Obstructions; Landscaping.** CITY may from time to time remove vegetation, trees, or other obstructions within the Project Site, and may level and grade the Project Site to the extent reasonably necessary to carry out the purposes set forth above, provided, that following the completion of the Project activities, CITY shall, to the extent reasonably practicable, restore the Project Site to a condition similar to its condition prior to such work. OWNER may undertake any ordinary improvements to the landscaping of the Project Site, provided that no obstructions shall be placed thereon, which would be unreasonably expensive or impractical for CITY to remove and restore.
5. **OWNER's Use of Project Site.** The parties acknowledge and agree that the access herein granted is non-exclusive, and the OWNER shall be entitled at all times to travel over the Project Site, and to conduct any and all activities which they may desire within the Project Site provided they do not unreasonably interfere with the CITY's use of said Project Site for the operation or use of the Project Site for vegetation management activities.
6. **Indemnification.** Owner agrees to indemnify, defend, and hold City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement.
7. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns for the duration of this Agreement.
8. **Duration.** This Agreement shall be in full force and effect upon execution by the parties and shall remain in effect until January 31, 2028. The termination or extension of this Agreement may otherwise occur at any other time by signed agreement of both parties.
9. **Removal of Vegetation Management Facilities.** Upon termination of this Agreement, CITY shall restore the Project Site to a condition similar to that existing at the time Project activities are initiated. Such restoration shall be done upon written request by the OWNER at the sole expense of CITY and in a manner reasonably satisfactory to OWNER.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**OWNER**

**CITY**

By: \_\_\_\_\_  
Dana E. Day, Owner  
231 Lark St SW  
Tumwater, WA 98512

By: \_\_\_\_\_  
Debbie Sullivan, Mayor  
555 Israel Road SW  
Tumwater, WA 98501

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

STATE OF WASHINGTON      )  
  )ss.  
COUNTY OF THURSTON    )

I certify that I know or have satisfactory evidence that Dana E. Day is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

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

## EXHIBIT A

The following legal descriptions represent the parcels through which the OWNER authorizes the CITY to access under this Right of Entry Agreement:

**Parcel No. 09080025000:** SECTION 34 TOWNSHIP 18 RANGE 2W  
N BARNES JR DC COM 1261.45 F W OF E4 COR SEC 34 N 7-15 W 20 W 203.4

09080025000 [Parcel Boundaries]

> | ...

[Open Info Page](#)

Owner Name: DAY FAMILY TRUST  
Owner Address: 231 LARK ST SW , TUMWATER, WA 98512  
UNITED STATES  
Site Address: 231 LARK ST SW, TUMWATER, 98512



Disclaimer: 1 - 1 (Estab: 1)

### EXHIBIT B

## City of Tumwater / Barnes Lake Management District

### Access Area

The following depiction outlines the approximate boundaries of the Project Site which will be entered by the CITY and its assigns. Field condition may alter the final location of Project Site under this Agreement; however, all Project Activities will be within the boundaries identified in red, below.



TO: City Council  
 FROM: Dan Smith, Water Resources & Sustainability Director  
 DATE: January 21, 2025  
 SUBJECT: Memorandum of Understanding (MOU) Between the City of Tumwater (CITY) and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley Amendment 2

---

1) Recommended Action:

Approve and authorize the Mayor to sign Amendment 2 of the MOU Between the CITY and LOTT Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley. This agreement was recommended for approval on the Council consent agenda by the Public Works Committee at their January 9, 2025 meeting.

---

2) Background:

LOTT acquired former Brewery properties in the Deschutes Valley in 2011, intended for the construction and operation of a satellite reclaimed water treatment plant. During its most recent master plan update, LOTT identified alternatives for reclaimed water production at existing facilities, and the Deschutes Valley properties are no longer needed. In November 2023, the City and LOTT signed a MOU allowing the City to conduct due diligence regarding potential acquisition of the properties. Amendment 1 provided additional time to complete the due diligence, and in June 2024, the City agreed to move forward with a purchase and sale agreement dependent upon no significant findings of an environmental site survey. Amendment 2 provides more time to negotiate terms for the purchase and sale agreement.

---

3) Policy Support:

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

4) Alternatives:

- None. The intent of this amendment is to provide additional time necessary to negotiate terms of a potential purchase and sale agreement with LOTT.
- 

5) Fiscal Notes:

No additional costs are anticipated relative to this amendment.

---

6) Attachments:

- A. Memorandum of Understanding Deschutes Valley Properties Amendment 2
- B. Original Memorandum of Understanding, plus previous amendments



**AMENDMENT #2  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF TUMWATER AND LOTT CLEAN WATER ALLIANCE REGARDING A  
PURCHASE AND SALE AGREEMENT FOR PROPERTIES IN THE DESCHUTES VALLEY**

This Amendment is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025 between the City of Tumwater (City) and LOTT Clean Water Alliance (LOTT);

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

**WHEREAS**, on March 29, 2024, the Parties amended this agreement to allow for additional time to determine feasibility and condition of sale and satisfactory use of the Property; and

**WHEREAS**, the Parties have determined that additional time is needed to complete these activities;

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

- 1. A new Section, II (H) is added to read as follows:

The Parties agree to complete a final draft Purchase and Sale Agreement by April 30, 2025, including all necessary legal and administrative reviews, in order to facilitate approval by their respective governing bodies by the date set forth in Section III(A).

- 2. Section III (A), as amended by Amendment #1, is further amended to read as follows:

Term and Amendment. This MOU anticipates the Parties will determine feasibility and condition of sale and satisfactory use of the Property on or prior to ~~December 31, 2024~~ June 30, 2025. If a purchase and sale agreement for the acquisition of the Property is not completed on or before that date (or an extension of that date is not agreed to by both Parties), this MOU will terminate. The Parties may mutually agree to extend this MOU beyond this date. Any amendment to this MOU must be in writing and mutually agreed to by both Parties.

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

**SIGNATURES**

LOTT CLEAN WATER ALLIANCE

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

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

CITY OF TUMWATER

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

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

Attest:

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

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

Approved as to Form:

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

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

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

This Amendment is made and entered into this 29th day of March 2024 between the City of Tumwater (City) and LOTT Clean Water Alliance (LOTT);

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

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

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

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

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

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

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

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

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

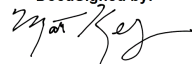
3. Section III (A) is amended to read as follows:

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

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


**SIGNATURES**

**LOTT CLEAN WATER ALLIANCE**

DocuSigned by:  
  
 By: \_\_\_\_\_  
E285A33BB6374CB...  
 Matthew J. Kennelly, PE  
 Executive Director

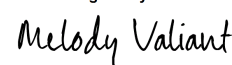
Date: 3/25/2024

**CITY OF TUMWATER**

DocuSigned by:  
  
 By: \_\_\_\_\_  
604AEF6684BC44E...  
 Debbie Sullivan  
 Mayor

Date: 4/22/2024

**Attest:**

DocuSigned by:  
  
 By: \_\_\_\_\_  
E67ECE580BA04BB...  
 Melody Valiant  
 City Clerk

Date: 5/1/2024

**Approved as to Form:**

DocuSigned by:  
  
 By: \_\_\_\_\_  
5011BA3DE4C345C...  
 Karen Kirkpatrick  
 City Attorney

Date: 4/18/2024

Certificate Of Completion

Envelope Id: 90CDC06A998F471E97E490A8C2AE2A22 Status: Completed
Subject: Complete with DocuSign: Deschutes Valley MOU - Amendment 1
Source Envelope:
Document Pages: 2 Signatures: 4 Envelope Originator: Justin Long
Certificate Pages: 2 Initials: 0 500 Adams Street NE
AutoNav: Enabled nil
Enveloped Stamping: Enabled Olympia, WA 98501
Time Zone: (UTC-08:00) Pacific Time (US & Canada) justinlong@lottcleanwater.org
IP Address: 107.0.86.230

Record Tracking

Status: Original Holder: Justin Long Location: DocuSign
3/22/2024 2:15:17 PM justinlong@lottcleanwater.org

Signer Events

Matt Kennelly
mattkennelly@lottcleanwater.org
Executive Director
LOTT Clean Water Alliance
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
[Signature]
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Signature Adoption: Drawn on Device
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Karen Kirkpatrick
kkirkpatrick@ci.tumwater.wa.us
Security Level: Email, Account Authentication (None)

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Signed: 4/18/2024 8:43:36 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mayor Debbie Sullivan
dsullivan@ci.tumwater.wa.us
Mayor
City of Tumwater
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Melody Valiant
mvaliant@ci.tumwater.wa.us
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Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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Completed	Security Checked	5/1/2024 11:57:18 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>

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

**I. RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## III. GENERAL CONDITIONS FOR PURCHASE AND SALE

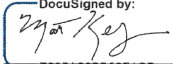
- A. **Term and Amendment.** This MOU anticipates the Parties will determine feasibility and condition of sale and satisfactory use of the Property on or prior to June 30, 2024. If a purchase and sale agreement for the acquisition of the Property is not completed on or before that date (or an extension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



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

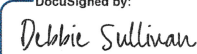
IV. SIGNATURES

LOTT CLEAN WATER ALLIANCE

DocuSigned by:  
  
 By: \_\_\_\_\_  
E269A338B6374CB...  
 Matthew J. Kennelly, PE  
 Executive Director

Date: 11/29/2023

CITY OF TUMWATER

DocuSigned by:  
  
 By: \_\_\_\_\_  
B450D815DF7D4C0...  
 Debbie Sullivan, Mayor

Date: 11/29/2023

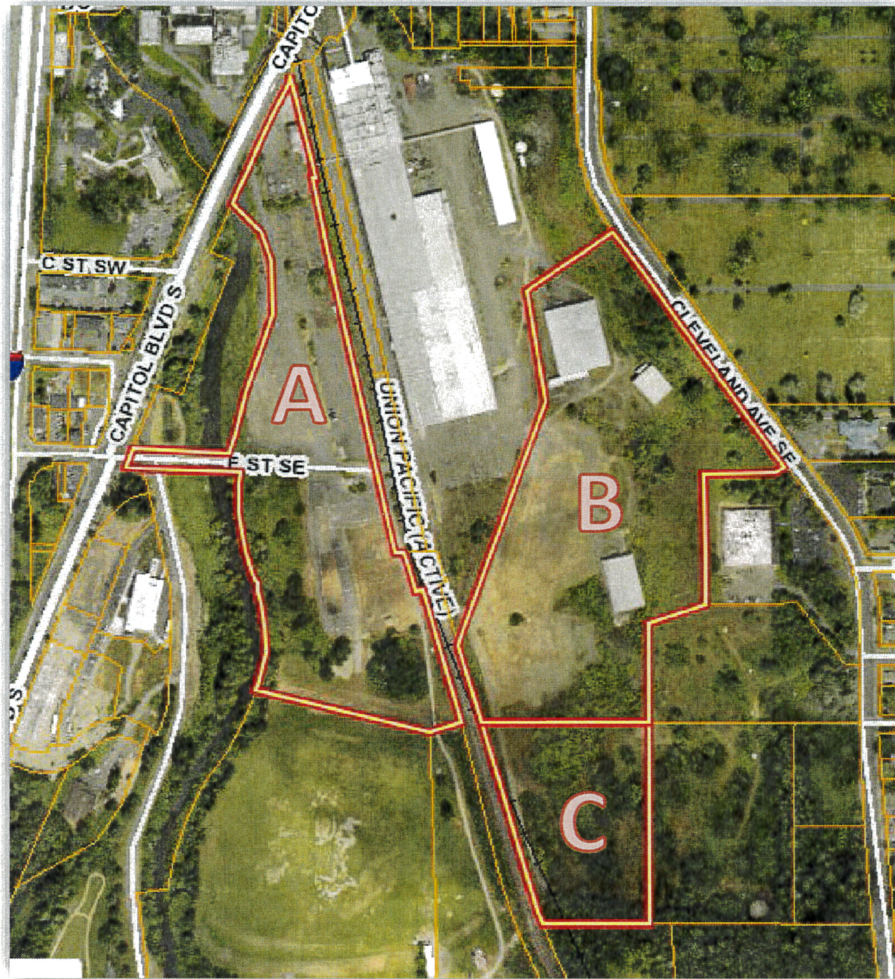
Attest:

DocuSigned by:  
  
 By: \_\_\_\_\_  
E67ECE38B8A04BB...  
 Melody Valiant, City Clerk

Approved as to Form:

DocuSigned by:  
  
 By: \_\_\_\_\_  
30115A3D2E1C343C...  
 Karen Kirkpatrick, City Attorney

### EXHIBIT A General Property Boundaries



**PARCEL A**

- 09470003000
- 18.53 Acres

**PARCEL B**

- 09470045000
- 19.28

**PARCEL C**

- 09470021000
- 7.00 Acres

TO: City Council  
FROM: Jon Weiks, Chief of Police  
DATE: January 21, 2025  
SUBJECT: Software License and Service Agreement with 365Labs on behalf of the Thurston County Law Enforcement Records Management System Consortium (“LERMS”)

---

1) Recommended Action:

Authorize the Mayor to sign the Software License and Service Agreement with 365Labs on behalf of the Thurston County Law Enforcement Records Management System Consortium (“LERMS”). This agreement was recommended for approval on the Council consent agenda by the Public Health & Safety Committee on January 14, 2025.

---

2) Background:

The LERMS Consortium includes the police departments of Lacey, Olympia, Tenino, Tumwater, and Yelm and the Thurston County Sheriff’s Department. It was formed more than 20 years ago, through an intergovernmental agreement (IGA), to share the costs and maintenance of a law enforcement records management system (RMS). In 2009, LERMS invested in its current RMS and expanded the scope of the regional partnership to include data sharing between the agencies.

LERMS was formed with an IGA that was last enacted in 2009 and amended in 2022 to include the Thurston County Sheriff’s Office. The IGA sets forth the model of governance and the operating principles for the consortium. It also describes the positions needed to administer LERMS and the funding mechanism. One agency is chosen every three years to be the “Lead Agency”. The Lead Agency acts as the business agent for the consortium and is responsible for managing the finances, contracts, records, and legal needs of LERMS. Tumwater is currently the LERMS Lead Agency. In this role, Tumwater is the contracting agency for the consortium.

The systems used by the consortium are no longer supported and are significantly out of date. In September 2022, LERMS started the procurement process for a new RMS/JMS. We received three bids, from CentralSquare, EIS, and 365Labs. After reviewing the proposals, attending demonstrations of the three products, and speaking with other users of the systems, it was determined that the 365Labs product has the best design and functionality. Employees from all six jurisdictions visited the 365Labs headquarters where they were able to learn about the company and its products. They were also able to meet with three current user agencies, from a small agency to a very large consortium. LERMS is confident that the 365Labs product will not only meet the consortium’s current needs but continue to be a valuable tool moving into the future.

In 2023, LERMS contracted with National Public Safety Group (NPSG) to provide project management to implement 365Labs, including contract negotiation and development. NPSG specializes in procuring software for law enforcement and has experience negotiating and working with most RMS/JMS vendors in the US, including 365Labs. Following contract signature for the 365Labs software, NPSG will manage the RMS/JMS implementation to ensure it is effective and efficient. LERMS and 365Labs anticipate kicking off the project in late February 2025 with an 18-month implementation phase.

---

3) Policy Support:

2020 Strategic Priority: *“Provide and Sustain Quality Public Safety Services”*

---

4) Alternatives:

- Reject the agreement with 365Labs and begin the procurement process again.
- 

5) Fiscal Notes:

The total cost of the contract for the first year is \$1,450,196.65, which includes the implementation charges as well as the first year of use of the software. The contract has a five-year life, with the software license and service costs for years 2-5 increasing by 5% per year. The total cost of the five-year contract is \$5,635,937.65. Consortium costs are split between the six jurisdictions according to percentage of population. For fiscal year 2025, the percentages are:

Jurisdiction	% of Population
Lacey	19.59%
Olympia	18.75%
Tenino	0.67%
Thurston County	48.50%
Tumwater	8.93%
Yelm	<u>3.55%</u>
<i>TOTAL</i>	<i>100.00%</i>

---

6) Attachments:

- A. City of Tumwater-365Labs Software License and Service Agreement.

## 365™ SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the "Agreement"), dated effective as of the date signed by both parties below (the "Effective Date") is between 365Labs LLC, with a principal address at 1 Smart Way, Ste. 200, Baton Rouge, LA 70810 ("365Labs") and City of Tumwater, with a principal address at 555 Israel Road SW, Tumwater, WA 98501 ("Client").

### RECITALS:

- A. 365Labs has developed certain public safety software that is available to access on 365Labs' Website as a subscription service or is downloaded and installed at Client's site, as specified in the applicable 365Labs Quote, attached as Exhibit A and incorporated herein, together with other mobile apps, products, services, and materials provided by 365Labs.
- B. Client desires to license or access the Software, and 365Labs desires to provide such license or access to Client, subject to the terms and conditions of this Agreement.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 365Labs and Client agree as follows:

### AGREEMENTS:

#### 1. Definitions.

- (a) "Confidential Information" means the Software, Client Data, either party's non-public business and technology information, trade secrets, any written materials marked as confidential and any other information which is clearly identified as confidential or proprietary at the time of disclosure. Confidential Information excludes this contract and accompanying documents, as well as information that the receiving party can document: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with open records acts or other freedom of information laws or regulations; provided that it gives the disclosing party, if legally permissible, reasonable prior notice and an opportunity to respond or object to the disclosure.
- (b) "Client Data" means all electronic data or information input by Client and Users into the Software, including Client's data contained in Software reports, financial data, and Personal Data. Client Data does not include Usage Data, Feedback or template report forms provided to Client through the Software.
- (c) "Documentation" means 365Labs' User instructions and help materials for the Software, whether in electronic, printed or other form, as updated by 365Labs from time to time and made available through release notes.
- (d) "Feedback" means any suggestions, enhancement requests, complaints or other feedback from Client or Users relating to the Software or 365Labs' Services.
- (e) "Go-Live Date" means the date of Client's cutover to live operation of the Software.
- (f) "Malicious Code" means any virus, worm, trap door, back door, snoopware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.
- (g) "Mobile App(s)" means 365Labs' mobile applications that are used in connection with its primary Software product.
- (h) "Modifications" means updates, upgrades, patches, improvements, enhancements, bug fixes, additional features, and other modifications to the Software.

- (i) "Personal Data" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail address, government-issued identification numbers; passwords, credit and debit card numbers, financial account numbers and security codes; biometric data, and personal health information. However, if applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.
  - (j) "Quote" means a quote/purchase order provided by 365Labs and agreed to by Client, that sets forth products or services being purchased by Client, pricing, number of authorized Users (where applicable), and other terms.
  - (k) "Services" means technical support, Software maintenance, consulting, training, professional services, and other services offered by 365Labs to its Clients as part of or in connection with the Software, including services for which 365Labs may charge a separate fee.
  - (l) "Software" means the 365Labs software and/or Mobile Apps related to such software, as specified in the applicable Quote(s) agreed to by the parties, including Modifications. The Software will be provided to Client either through online access as part of a hosted system, onsite at Client's facility, or (in the case of the Mobile Apps) made available to download onto electronic devices used by Client's authorized Users. Except as otherwise provided in this Agreement, "Software" includes Third-Party Software provided by 365Labs as part of the Software solution.
  - (m) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 7(a).
  - (n) "Third-Party Software" means any third-party applications and software, whether open source or proprietary, that are owned by entities or individuals other than 365Labs and that may be incorporated into or interoperate with the Software.
  - (o) "Users" means individual employees and personnel of Client and users of "Shared Agencies" who are authorized to use the Software, as specified in the applicable Quote(s). Subject to 365Labs' prior written approval, Users may also include consultants or contractors of Client who are using the Software solely for Client's internal business purposes, but shall not include competitors of 365Labs.
  - (p) "Website" means the applicable 365Labs website or web portal for Client, where hosted Software will be accessed by Client and its Users via a Client login, and where Mobile Apps and other Software made available by 365Labs may be made available for downloading.
2. Grant of Rights and Restrictions. During the Term, with respect to the Software specified in the applicable Quote(s) and subject to the terms and conditions of this Agreement, 365Labs grants Client a non-exclusive, non-transferable and non-sublicensable (a) right to access and use hosted Software, (b) license to install and use downloadable or onsite Software at Client's locations, and (c) in the case of Mobile Apps, a license to download and use the Mobile Apps on the electronic devices of Client's Users. Hosted Software will be hosted either on 365Labs' servers or the servers of a third party that in the business of hosting web- or cloud-based software applications. Use of the Software is subject to the following terms and limitations:
- (a) Scope of Use. Use of the Software is limited to Client's own internal business and to its authorized Users, except as set forth below.
    - (i) Affiliates and Shared Agencies. Client's rights and licenses may be shared only with affiliates or (where Client is a governmental agency or entity) other governmental agencies or entities that are specifically named in the applicable Quote ("Shared Agencies"). If Client's affiliates or Shared Agencies are using the Software pursuant to this Agreement, Client is responsible for their compliance with the terms of this Agreement unless otherwise stated in the applicable Quote.
    - (ii) Cooperative Purchasing (Piggyback) Terms. Where Client is a state or local governmental agency or entity, then, to the extent provided (if at all) by the laws of the State in which Client is located, that any public procurement unit, within or outside of such State, is permitted under applicable law to purchase services, supplies, materials, equipment, and other personal property under the terms of a contract entered into by another awarding or sponsoring public procurement unit pursuant to the process commonly known as "piggybacking," 365Labs and

Client hereby consent thereto and, to the extent permitted under applicable law, hereby extend such piggyback purchase option to other public procurement units for the products and Services that are the subject of this Agreement, as specified in the applicable Quotes between 365Labs and Client. Governmental entities wishing to use this Agreement for piggybacking purposes (the "Piggybacking Agency") will be required to enter into a separate Software License and Services Agreement and Quotes/purchase orders with 365Labs and for all fees and payments for the products and services provided to the Piggybacking Agency. Client shall not in any way be responsible or liable for any third party claims, demands, actions, or causes of actions of any kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Agreement for such piggybacking purposes.

(b) License Types.

- (i) Site License. If a Quote specifies that Client is purchasing a site or seat license, such license shall include all agencies named in the Quote, subject to a limitation of 20% growth in agency size (based on the total number of Users or other applicable licensing metric) from the date of the Quote. Additional fees will be assessed for growth beyond 20%.
- (ii) User Licenses. If a Quote indicates that Client is purchasing User licenses, unless a different license model is specified in the Quote, such licenses are based on the total number of Users that may be granted login rights to the Software, and such number will be specified in the Quote. Additional User licenses may be purchased upon request and will require a new Quote.
- (iii) Free Software. If a free evaluation or trial of any Software is specified in the Quote or otherwise agreed to by the parties, or if 365Labs provides any other Software to Client free of charge (e.g., scripts that enable Client installation; code that enables Client to monitor its use of the Software) (collectively, "Free Software"), then such Free Software is provided "AS IS" WITHOUT ANY WARRANTIES OR INDEMNITIES OF ANY KIND, NOTWITHSTANDING SECTIONS 11 AND 12, AND 365LABS WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, CONSEQUENTIAL, OR OTHERWISE, ARISING OUT OF CLIENT'S USE OF THE FREE SOFTWARE. If Client purchases a subscription or license to evaluation Software at the end of the trial period, the standard terms of this Agreement will apply to such Software thereafter. ANY DATA THAT CLIENT ENTERS INTO EVALUATION SOFTWARE DURING THE FREE TRIAL PERIOD MAY BE TEMPORARY ONLY. If Client does not purchase a paid subscription or license to the evaluation Software upon completion of the trial period, 365Labs may purge and delete the Client Data entered into the evaluation Software any time after expiration of the trial period. 365Labs may use Client's trial period data for the purposes specified in Section 5(c). 365Labs will make evaluation Software available to Client on a trial basis, free of charge, until the earlier of (a) the end of the agreed free trial period, or (b) the start date of any purchased subscription or license to such Software by Client. 365Labs may terminate license or access rights to other Free Software at any time in its sole discretion, upon notice to Client. Client may not transfer Free Software to or share it with anyone else.
- (c) Modifications. Client acknowledges and agrees that the Software, Documentation and other materials that may be made available by 365Labs may be updated and changed from time to time with Modifications, in 365Labs' sole discretion.
- (d) Restrictions. Client will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, programming methods or Confidential Information from the Software. Client will not modify or create derivative works of the Software or use it in order to build a competitive product or service, or copy any features, functions or graphics of the Software or Website. Client shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by 365Labs on or in the Software or its Documentation. Client and its Users will use the Software only as permitted by applicable laws and regulations. Client is responsible for all activities conducted under its Users' Software accounts and passwords, and for ensuring that its Users comply with the applicable terms and limitations in this Agreement.
- (e) Third-Party Software. Any open source components of the Software are subject to the applicable third-party license or subscription terms; 365Labs will use reasonable efforts to provide a list of such open source components and license terms to Client upon request. Other Third-Party Software that is embedded in the Software, or is provided by 365Labs as an integrated part of the

Software, is provided by 365Labs to Client pursuant to the applicable terms of this Agreement, unless a separate third-party license or subscription agreement for such Third-Party Software is provided to Client in advance. Third-Party Software is authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

- (f) Monitoring/Audits. 365Labs may monitor use of hosted Software and Mobile Apps for compliance with the terms of this Agreement. 365Labs or its designated auditor may inspect Client's premises, use of the Software, and its books and records, upon reasonable prior notice to Client, during Client's normal business hours and subject to Client's facility and security regulations. 365Labs is responsible for the payment of all expenses and costs of such audits. Any information obtained by 365Labs and the auditor will be kept in strict confidence and used solely for the purpose of verifying Client's compliance with the terms of this Agreement.

### 3. Other Services and System Components.

- (a) Technical Support and Service Levels. 365Labs will provide Client with technical support and maintenance Services as set forth in Schedule A, including service levels as described in Schedule A. 365Labs may reasonably update its support and maintenance terms from time to time, upon notice to Client.
- (b) Professional Services. Subject to the written Statement of Work ("SOW") attached as Attachment B, and incorporated herein, , Client may purchase training, consulting services, or other professional Services from 365Labs. All such Services are subject to the terms and conditions set forth in such SOW or Quote as well as the terms and limitations of this Agreement, to the extent not conflicting with such SOW or Quote.
- (c) Hardware and Third-Party Software and Services. Client agrees to purchase from 365Labs the Third-Party Software licenses or subscriptions and the hardware identified in a Quote agreed to by the parties. 365Labs does not itself warrant third-party products or services but agrees to pass through to Client any warranties provided by the third party providers, to the extent permitted. Upon Client's request, 365Labs will reasonably assist Client in addressing issues with such third-party providers or referring Client to a third party with expertise regarding the product.

### 4. Client Responsibilities.

- (a) Account Security and Limitations. Client acknowledges and agrees that it is responsible for managing its organization's security environment and security profile, including without limitation security configurations, system access, and security privileges. Client will maintain commercially reasonable administrative, physical, and technical safeguards and standards for its Users' use of the Software and the security of the Software and Users' passwords. Client agrees it and its Users shall securely manage their respective password(s) for access to the Software. Client will promptly notify 365Labs if it becomes aware of any unauthorized access or use of the Software or any unauthorized use or disclosure of Users' passwords or accounts. A single username and password may not be used by more than one User. Users may log in and use the Software only from a single location at any given time.
- (b) Client Administrator. Client will designate one or more system administrators (the "Client Administrator") to manage the Software system for Client, provide first-line support to Users, and act as Client's primary technical contact and liaison with 365Labs. The Client Administrator must attend training and be certified as reasonably required by 365Labs, and be qualified to operate the Software on Client's equipment. Client may replace its Client Administrators upon written notice to 365Labs, provided that the new Client Administrator must receive the required 365Labs training. Client will be charged additional fees for any training for Client's Users beyond the initial training provided as part of 365Labs' implementation Services.
- (c) Client Administrator and Support Contact Requirements
- i. Certification. Client's designated Client Administrator(s) must be certified by 365Labs within one (1) year of the date of Client's cutover to live operation of the Software ("Go-Live Date"). The designated Client Administrator(s) must meet the following requirements in order to certify at the basic level:



- Attend, participate in, and successfully pass the final written and practical examinations of Client Administrator courses.
- ii. Client Administrator Training Costs. Client will be responsible for the costs of such training including any course fees, travel, and lodging expenses.
  - iii. Client and Support Contact Information. Contact Information for Client Administrator(s) and other authorized support contacts must be provided by Client to 365Labs' technical services department. Any changes to the Client Administrator(s) and support contacts names and contact information must be promptly provided to 365Labs' technical services department.
  - iv. Qualifications. Each designated Client Administrator and Client support contact must be qualified to address, or have other support resources to address, without the aid of 365Labs, all problems relating to hardware, software, or operating system not directly associated with the Software.
- (d) Implementation. Client will actively assist with implementation of the Software, including by assigning personnel with the required skills and authority to perform the applicable tasks effectively and providing all information and assistance reasonably requested by 365Labs.
  - (e) Hardware and Additional System Components. Client will provide hardware, an operating system, browser software and other system components for use with the Software that meet 365Labs' technical specifications, as set forth in a SOW or other technical requirements documentation provided to Client, except where the parties have agreed in a Quote that 365Labs will provide such components. Client will also maintain a stable, high-speed Internet connection and remote connectivity.
  - (f) Client Data. Client is solely responsible for the accuracy, completeness, and integrity of all Client Data input into the Software or otherwise provided to 365Labs, and for obtaining any necessary consents or authorizations for use of such Client Data as contemplated by this Agreement. Client Data to be imported into the Software by 365Labs must be provided by Client in a digital form that complies with 365Labs' written requirements. It is solely Client's responsibility to assure and confirm that the initial importing of the Client Data into the Software's database by 365Labs has been properly performed. After the initial setup, it is Client's sole responsibility to add further input and modifications to the Client Data in Client's database in the Software. Client is also solely responsible for the accuracy of any and all reports, displays and/or uses of Client Data, whether or not 365Labs assisted Client with the development or construction of such reports and displays and other uses of the Client Data.
  - (g) Email. Client shall maintain an active e-mail account for correspondence with 365Labs.
  - (h) Required Certifications. Client is responsible for maintaining the required certifications for access to Client's state CJIS system, NCIC and/or other local state, federal and/or applicable systems.
  - (i) Firewall. Client is responsible for proper firewall maintenance allowing data to move from Client's on-premises data-contributing system to the Software.
5. Ownership.
- (a) 365Labs Ownership. 365Labs owns and retains all right, title and interest in and to the Software and Documentation, text, graphics, logos and images, 365Labs' trademarks and service marks, the Website and its contents, any custom developments, Modifications, training and other written or electronic documents and materials produced by 365Labs that relate to the Software, and all intellectual property rights in the foregoing. The Software and any other materials made available to Client by 365Labs may be used by Client and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved to 365Labs. Neither this Agreement nor any other agreement between the parties changes ownership of any pre-existing software or other materials.
  - (b) Client Ownership. As between the parties, Client owns and shall retain all right, title and interest in and to all Client Data, as well as the contents of any reports or forms generated by the Software that are specific to Client. 365Labs has the right to use, process and disclose Client Data as

necessary to provide the Services to Client, to comply with legal obligations, and exercise its legal rights.

- (c) Usage Data. The Software tracks metadata and other statistical and usage data related to Client's and Users' use of the Software ("Usage Data") and provides such data to 365Labs. 365Labs shall own such Usage Data, provided that any Client Data used in creating the Usage Data is included only in aggregated and/or anonymized form so that it is not identifiable as to Client or any individual person. 365Labs may collect, aggregate, use, distribute and sell such Usage Data for any legal purpose, including without limitation for the purposes of providing services and improving the Software and 365Labs' products and services generally.
- (d) Feedback. 365Labs shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into 365Labs' software, products and services. 365Labs shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Client in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback, subject to the rights granted herein to Client.

#### 6. Fees.

- (a) Fees. The prices and fees payable by Client (collectively, the "Fees") are set forth in the applicable Quote(s).
- (b) Payment will be made in accordance with the Payment Milestones listed in the Statement of Work.
- (c) Past Due Amounts. If any amounts owed by Client are thirty (30) or more days overdue, 365Labs may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) terminate this Agreement under Section 7(b), and/or (iii) suspend Client's and its Users' access to the Software until such amounts are paid in full, as set forth in Section 7(d). Client shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.
- (d) Disputed Amounts. Client will not withhold any undisputed portion of any amounts payable hereunder but may withhold disputed amounts upon written notice of a dispute. Unless Client provides 365Labs such notice, including the basis for such dispute, regarding the amounts due hereunder within sixty (60) days after the date of the invoice on which such amounts appear, the invoice will be deemed approved by Client and the right to dispute any such amounts invoiced will be deemed waived.
- (e) Taxes. Client is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on 365Labs' net income. If Client is a tax-exempt entity, Client must provide a tax-exemption certificate to 365Labs.
- (f) Other. All amounts paid under this Agreement are payable in U.S. dollars. All payments are non-refundable, other than as expressly set forth in this Agreement.

#### 7. Term and Termination; Suspension.

- (a) Term. This Agreement will commence on the Effective Date and will continue for the initial term of five (5) years from the Go-Live Date (the "Initial Term"), subject to prior termination as set forth below. At the end of the Initial Term, this Agreement will automatically renew for additional twelve (12) month renewal terms (each a "Renewal Term") at 365Labs' then-current rates or as otherwise agreed in writing by the parties, subject to termination as set forth below. Either party may give the other party written notice of non-renewal of this Agreement at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.
- (b) Termination for Cause. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.
- (c) Effect of Termination. Upon final termination of this Agreement, Client will no longer have the right or license to access or use any Software. Client will promptly pay all outstanding amounts owed to 365Labs as of the date of termination. In case of an early termination of this Agreement, other

than for a material breach by 365Labs, regardless of the reason. For hosted Software, Client may request a copy of its Client Data from 365Labs no later than thirty (30) days after the date of termination, provided that all outstanding amounts have been paid; after such date, Client Data may be purged from 365Labs' cloud servers. Each party will promptly return to the other party all Confidential Information of the other party and delete any copies of such information or materials from its systems and files.

- (d) Suspension of Software Access. 365Labs may suspend Client's and its Users' access to Software if Client is in material breach of this Agreement, including any non-payment of fees, subject to fifteen (15) days' prior written notice and opportunity to cure such breach. 365Labs may also immediately suspend Client's or a User's access to the Software without prior notice if continued use creates a substantial risk to the security or integrity of the Software system or may result in material harm to the Software, 365Labs, or other Clients of 365Labs, in which case 365Labs will promptly notify Client of the suspension. 365Labs will limit the suspension in time and scope as reasonably necessary under the circumstances. 365Labs shall have the right to monitor use of the Software to verify compliance with the Agreement.

## 8. Confidential Information.

- (a) General Confidentiality Obligations. The receiving party of Confidential Information (i) shall not disclose Confidential Information or any information derived therefrom to any person, other than employees and independent contractors with a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement and are consistent with and subject to Washington State Public Records Act laws and regulations.

- (b) Beta and Pre-Release Software. If 365Labs provides any beta or pre-release software (the "Pre-Release Software") to Client and its Users for evaluation and use, then, in consideration of the grant of rights to use such Pre-Release Software, Client agrees as follows:

- (i) The Pre-Release Software, including its planned release date, new or unique features, any problems or errors with the Pre-Release Software, and benchmark test results, is highly confidential to 365Labs and has not yet been made available to Clients on a commercial basis. Without limiting the confidentiality obligations set forth above in Section 8(a), Client agrees that it and its Users will maintain strict confidentiality with respect to the Pre-Release Software, including by not distributing or sharing the Pre-Release Software with any person, agency or entity not specifically authorized by 365Labs in writing, or allowing any unauthorized person to view or use the Pre-Release Software.
- (ii) Client and its Users will provide Feedback relating to the Pre-Release Software as reasonably requested by 365Labs. 365Labs will solely own the intellectual property rights to such Feedback and any resulting modifications to the Pre-Release Software. Client agrees to execute any documents or take any actions as may reasonably be necessary, or as 365Labs may reasonably request, to give 365Labs full ownership of the Pre-Release Software, including Feedback.
- (iii) Client understands that the Pre-Release Software is at a testing stage and, therefore, that the Pre-Release Software and all related materials provided by 365Labs to Client are provided "AS IS." Pre-Release Software is not covered by 365Labs' warranties or indemnities set forth in this Agreement.
- (iv) Except as set forth above, the Pre-Release Software is subject to all other terms and conditions of this Agreement that apply to the Software.

9. Use and Security of Personal Data. 365Labs will collect and maintain all Personal Data of individuals contained in the Client Data in compliance with applicable data privacy and protection laws, statutes, and regulations. 365Labs agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, including

Personal Data. Please refer to 365Labs' attached Privacy Policy, Attachment C, incorporated herein, which informs users of 365Labs' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.

10. Client's Warranties. Client represents and warrants to 365Labs that:

- (a) Client has full power and authority to enter into this Agreement and make the agreements specified herein.
- (b) Client Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Client and its Users will not transmit any such materials to 365Labs. Client warrants that it has all necessary rights and consents required to upload all Client Data, including Personal Data, into the Software or otherwise provide such Client Data to 365Labs.

11. 365Labs Warranties and Disclaimers.

(a) 365Labs Warranties. 365Labs warrants to Client as follows:

- (i) 365Labs has full power and authority to enter into this Agreement and make the agreements specified herein.
- (ii) 365Labs warrants that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation. The period of this warranty will be ninety (90) days from the download or installation date for downloaded or locally-installed Software, and from the Go-Live Date through the remainder of the Term of this Agreement for hosted Software.
- (iii) 365Labs will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.

- (b) Exclusions. 365Labs' warranties exclude non-performance issues that result from (i) modification of the Software by Client or any person or entity other than 365Labs; (ii) defects or problems that are outside the reasonable control of 365Labs, including defects or damage resulting from use of the Software in other than its normal and authorized manner; or (iii) Client's or its Users' failure to comply with due standards of care. Client will reimburse 365Labs for its reasonable time and expenses for any services provided at Client's request to remedy excluded non-performance issues.

Project Management, Implementation, and Training services are included in the proposed solution pricing. For additional services required for change orders and/or after implementation is complete, below is a breakdown of positions and billable rates, as of the contract execution date, which are subject to change.

Personnel	Hourly Billable Rate	Minimum Billable Hours
Training	\$175	2
Application Programmer	\$175	4
Designer	\$175	4
Implementation	\$175	4
Senior Programmer	\$195	4
Project Manager	\$195	4
Data Conversion Engineer	\$195	4
Project Lead	\$250	4

- (c) Remedies. In the event of a breach of any of the above warranties, Client shall contact 365Labs' designated support personnel within thirty (30) days of Client's discovery of the breach or defect in the Software. Client's sole and exclusive remedies and 365Labs' entire liability for breach of this

warranty will be: (i) at 365Labs' option, to repair any material, reproducible deficient functionality of the Software, or to replace such defective functionality with reasonably equivalent functionality; or (b) if 365Labs is unable or fails to cure the warranty breach within a reasonable time, 365Labs or Client may terminate this Agreement upon fifteen (15) days' prior written notice. Any such termination by Client must occur within three months of the initial occurrence of the warranty breach.

- (d) **Limitation of Warranties.** Except as expressly set forth herein or agreed in writing by an authorized official of 365Labs, the Software, Documentation, Website and all Services are provided "AS IS". Open source copyright holders have no liability to Client for any reason. **365LABS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, whether arising by law, by reason of custom or usage of trade, or by course of dealing. 365Labs does not warrant that the Software or its Services are error-free. Hardware, Third-Party Software, and hosting services are covered only by the manufacturers or third-party software or service provider's warranty or service level agreement (SLA). Warranties are not transferable to a third party, other than in connection with assignment of this entire Agreement under Section 15.**

## 12. Indemnification.

- (a) **Infringement Indemnity.** 365Labs shall defend or settle at its option and expense any third-party claim, proceeding or legal action brought against Client (a "Claim") alleging that the Software infringes a U.S. registered patent, copyright, or trademark or misappropriates a trade secret. 365Labs shall have no liability for any infringement Claim to the extent such Claim is based on: (1) modification of the Software other than by 365Labs; (2) any open source or other third-party software or component; or (3) the combination, operation or use of the Software with any software, hardware or other materials not furnished by 365Labs. In the event of an infringement Claim, 365Labs may at its option and expense: (a) replace or modify the Software so that it becomes non-infringing; or (b) procure for Client the right to continue using the Software. If neither of these alternatives is reasonably available, 365Labs may terminate this Agreement and refund to Client any prepaid fees for the period after termination. This Section 12(a) states the entire extent of the liability and obligations of 365Labs with respect to any alleged infringement or misappropriation of intellectual property rights.
- (b) **General Indemnity.** 365Labs will defend Client against any and all Claims arising from any personal injuries, death, or damages to tangible property to the extent caused by the negligence or willful misconduct of 365Labs, its agents or employees, and 365Labs will pay any final judgment or amounts agreed in settlement by 365Labs. The foregoing excludes any claims related to the functionality or use of, or bugs or errors in, the Software, which shall be governed solely by the warranty and support terms of this Agreement. However, 365Labs is not obligated to indemnify Client to the extent any liability or damages arises out of the negligence or intentional misconduct of Client, its employees or agents. In the case of shared fault, 365Labs will be responsible for and indemnify Client for 365Labs' proportionate fault.
- (c) **Indemnification Procedure.** When an indemnifiable Claim is made against Client, Client shall promptly notify 365Labs of such Claim, grant 365Labs sole control of the defense and all related settlement negotiations, and provide 365Labs with the assistance, information and authority reasonably necessary to defend against the Claim, at 365Labs' expense. 365Labs will pay any costs or damages finally awarded against Client that are attributable to an indemnifiable Claim, or any amounts agreed by 365Labs in settlement of the Claim. Client may, at its option and expense, be represented by separate counsel in any such action.

13. **Limitations of Liability.** **IN NO EVENT SHALL 365LABS OR ITS LICENSORS BE LIABLE FOR LOST PROFITS, LOSS OF DATA, INTERRUPTIONS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, INCLUDING WHERE SUCH TYPES OF DAMAGES RELATE TO THE ACCIDENTAL OR UNLAWFUL DESTRUCTION, LOSS, ALTERATION, UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO PERSONAL DATA TRANSMITTED, STORED OR OTHERWISE PROCESSED, REGARDLESS OF WHETHER SUCH PARTY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY). 365Labs' AND ITS LICENSORS' TOTAL AGGREGATE LIABILITY FOR**

**ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT FOR THE APPLICABLE SOFTWARE OR SERVICES TO 365LABS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.** The fees for the Software reflect this allocation of risk and limitations of liability. These limitations form an essential basis of the bargain between the parties, and shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.

14. Publicity.

- (a) Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and 365Labs is permitted to include Client's name on Client lists that may be posted on 365Labs' Website or provided to potential Clients and other third parties.

15. Assignment. Client may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of the other party, which may not be unreasonably withheld. 365Labs may assign this Agreement to a successor in interest with 30 days prior notice to Client. During that time, Client may choose to terminate this Agreement within 30 days of notice with no further obligations. 365Labs may also subcontract its obligations under this Agreement, provided that 365Labs shall remain primarily liable for the performance of all of its subcontracted obligations.

16. General.

- (a) Entire Agreement; Amendment. This Agreement, including the attached schedules and any related 365Labs Quotes, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Client to 365Labs are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties.
- (b) No Waiver. Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
- (c) Choice of Law. This Agreement shall be construed in accordance with the laws of the State where Client has its primary place of business, excluding conflicts of laws provisions.
- (d) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.
- (e) Export Compliance. Client may not use, export or re-export any of the Software's data, software, content or materials in any form in connection with this Agreement in violation of U.S. export laws and regulations, or without first obtaining the appropriate United States and foreign government authorizations.
- (f) Notices. All notices required under this Agreement will be in writing and will be delivered personally, mailed by registered or certified mail with return receipt requested, sent by commercial overnight delivery service with provisions for a receipt, or sent by e-mail. Notices shall be sent to the receiving party set forth below or to such other person or address that a party may specify by written notice. Notices shall be presumed to have been received by the other party (i) upon receipt if sent by hand delivery, registered or certified mail, or delivery service; or (ii) upon transmission if sent by email, provided that receipt is confirmed by non-automated means.

To Client: City of Tumwater  
 Address: 555 Israel Road SW, Tumwater, WA 98501  
 Attention: Laura Wohl  
 Email: lwohl@ci.tumwater.wa.us

To 365Labs:  
1 Smart Way, Ste. 200  
Baton Rouge, LA 70810  
Email: Contracts@365labs.com

- (g) Independent Contractors. The parties are independent contractors. Client is not an agent of 365Labs and will not represent to any third party that it is an employee or agent of 365Labs. Client shall have no authority to enter into any contract on behalf of 365Labs. 365Labs is not an agent of Client and will not represent to any third party that it is an employee or agent of Client. 365Labs shall have no authority to enter into any contract on behalf of Client.
- (h) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Client of any restrictions on use of the Software or the scope of the rights granted by 365Labs herein, may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, to the extent permitted by law.
- (i) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. The affected party shall resume performance as soon as is reasonably feasible.
- (j) Electronic Signatures and Delivery; Signature Authority. This Agreement and any other documents to be delivered in connection herewith may be electronically signed and delivered. Any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The person accepting this Agreement and any related purchase orders on behalf of Client represents that he or she has the authority to bind Client to this Agreement.

AGREED AND ACCEPTED:

\_\_\_\_\_  
City of Tumwater (Client)

**365Labs, LLC:**

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

By: \_\_\_\_\_  
Joe Lunt, EVP/CRO

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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

## SCHEDULE A

### TECHNICAL SUPPORT AND SERVICE LEVELS

This Schedule describes the terms and conditions relating to technical support and service levels that 365Labs will provide to Client during the Term of the Agreement.

#### Product Updates

From time to time, 365Labs may develop Software enhancements and permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from 365Labs after the general release date for an Update, 365Labs will provide the Client with the Update and related Documentation.

#### Technical Support Services

**Telephone Assistance.** Client will be given the telephone number for 365Labs' support line and will be entitled to contact the support line during 365Labs' normal operating hours, (between 8:00 a.m. and 6:00 p.m. Central Time) on regular business days, excluding 365Labs holidays, to consult with 365Labs technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may be provided via remote connectivity, modem, or electronic bulletin board.

**Critical Priority Telephone Assistance after Normal Client Service Hours.** After Normal 365Labs Client Service Hours, emergency support for the Software will be provided through our emergency paging service. When connected to this service, the person calling shall provide his or her name, Client name, a call-back number where the Client Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

**Website Support.** Online support resources are available 24 hours per day, offering Client the ability to resolve its own problems with access to 365Labs' most current information. The Client representative will need to enter the designated username and password to gain access to the technical support areas on 365Labs' website. 365Labs' technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

**Email Support.** Client may email Error reports and requests to 365Labs' technical support organization at Support@365Labs.com.

**Software Problem Reporting.** Client may submit requests to 365Labs identifying actual or potential problems in the Software. Requests should be in writing and directed to 365Labs by e-mail or through 365Labs' Support website. 365Labs retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If 365Labs decides to act upon a request, it will provide a bug fix when available, as described above. Errors must be reproducible by 365Labs, using reasonable efforts.

**Scheduled Maintenance.** The Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

#### 365Labs Service Commitment for Hosted Software

Provided that Client remains current on payment of its subscription fees and provides equipment and remote connectivity that meet 365Labs' recommended specifications, 365Labs shall:

- Maintain the services necessary for hosting infrastructure as applicable, which includes OS updates, third-party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for applicable Cloud operations.



- Perform daily backups of Cloud application files.
- Perform multiple daily database backups of Cloud application files.

### Exclusions from Technical Support Services

365Labs shall have no support obligations with respect to any third-party hardware or software product that was not provided by 365Labs and is not part of 365Labs' technical specifications ("Nonqualified Product"). If 365Labs provides support services for a problem caused by a Nonqualified Product, or if 365Labs' service efforts are increased as a result of a Nonqualified Product, 365Labs will charge time and materials for extra service at its current rates for custom software services. If, in 365Labs' opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, 365Labs shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

### Client Responsibilities

In connection with 365Labs' provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system, and browser software that meets 365Labs' technical specifications, as well as a fast, stable, high-speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to 365Labs are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by 365Labs for proper operation of the Software;
- 4) Maintain backup data of Client-hosted on-premise Software per Client's reasonable back-up policy unless otherwise contracted with 365Labs for cloud-hosted backups;
- 5) Supply 365Labs with access to, and use of, all information and facilities determined to be necessary by 365Labs to render the technical support described herein;
- 6) Perform any test or procedures recommended by 365Labs for the purpose of identifying and/or resolving any problems;
- 7) At all times follow routine operator procedures as specified in the Documentation or any policies of 365Labs posted on the 365Labs Website;
- 8) Remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information, other than 365Labs' confidentiality obligations with respect to Client Information as set forth in Section 8 of the Agreement; and
- 9) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance from 365Labs.

### Security

- 1) 365Labs maintains a security program for securely managing access to Client Data, particularly CJIS information. This includes 1) a pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. 365Labs will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 2) If required by the Client, 365Labs will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the 365Labs staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse 365Labs for the

cost of 365Labs Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable 365Labs Offices. This provision will apply during the Term of this Agreement.

### Error Reporting

When reporting a material failure of the Software to perform substantially in conformance with the Documentation (an "Error"), Client shall use the phone number, email address, or 365Labs' Client Help Desk Online Support URL identified in the Documentation (or otherwise provided to Client by 365Labs from time to time, including by email) during the hours of support set forth in this Schedule. Users with support issues must consult with the Client Administrator, who is to provide first-line support, prior to submitting a support request to 365Labs. As defined in Section 4(b), Client Administrator submitting support requests must be reasonably trained in the use and functionality of the Services and familiar with the Documentation and, before submitting a support request to 365Labs hereunder, must use reasonable efforts to ensure that a perceived Error is not due to a problem with Client's (or its other third-party providers') equipment, systems, software or connectivity or due to improper, non-conforming or unauthorized use of the Software by or on behalf of Client. Client will include with each support request: (i) Client's initial assessment of the Response Priority as described below (including a specific description of the Error) and the approximate percentage of Client's Users impacted; (ii) sufficient information to enable 365Labs to identify and replicate the Error; and (iii) contact information for Client personnel familiar with the Error who will be available to 365Labs to assist with resolution of the Error on an ongoing basis until the Error is resolved.

### Response Priority Determination

365Labs shall validate Client's Response Priority designation or notify Client of a proposed change in the Response Priority designation to a higher or lower level with justification for the change. In the event of a disagreement regarding the appropriate Response Priority designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the 365Labs Response Priority designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

### Response, Resolution and Updates

Upon notification by Client of an Error in accordance with this Schedule and subject to 365Labs' identification and replication of the Error, 365Labs will respond to each case in accordance with this Schedule and will use commercially reasonable efforts to promptly resolve each case employing the level of effort ("Level of Effort") designated in the list set forth below. Response time is the period from the time the Error was logged with the 365Labs Client Help Desk until 365Labs responds to Client and/or escalates within 365Labs, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue.

The following relates to Software Errors covered by this Agreement and Schedule. Errors and problems that result from or are secondary to non-covered causes – such as hardware, network, and third-party products – are not included in this priority list and are outside the scope of this Schedule.

#### Response Priority P0:

- Definition: A Response Priority P0 is an Error that results in the inoperability or substantial impairment of a core Software function or feature for the majority of Client's Users, where there is no feasible workaround. Examples include: Users cannot access the Application; CAD units cannot be dispatched; reports cannot be created.
- 365Labs Response Commitment: 365Labs will respond within 30 minutes on a 24/7 basis.
- Resolution: 365Labs will work to resolve the problem until the Software is returned to normal operation. Client will be notified of status changes.
- Credit: 365Labs will credit Client \$250 per day after the initial 24 hours.

- Escalation: If the problem has not been resolved within 1 hour, 365Labs will escalate the problem within the 365Labs organization. The escalated problem will have higher priority than ongoing support, development, or operations initiatives.
- Client Response Commitment: Client shall remain accessible by phone for troubleshooting from the time a P0 issue is logged until such time as it is resolved.

#### **Response Priority P1:**

- Definition: A Response Priority P1 is an Error that results in the inoperability or substantial impairment of a critical Software function or feature for the majority of Client's Users, where there is no feasible workaround. Examples include: significant lagging/slowness that materially affects Client's productive use of the Software; inability to process persons in custody; inability to export reports or cases for same or next day court deadlines; inability to submit reports.
- 365Labs Response Commitment: 365Labs will respond within 1 hour during its normal business hours (8:00 a.m. – 6:00 p.m. CT) and those same hours on weekends.
- Resolution: 365Labs will work to resolve the problem until the Service is returned to normal operation. Client will be notified of status changes.
- Escalation: If the problem has not been resolved within 4 hours, 365Labs will escalate the problem within the 365Labs organization. The escalated problem will have higher priority than ongoing support, development, or operations initiatives.
- Client Response Commitment: Client shall remain accessible by phone for troubleshooting from the time a P1 issue is logged until such time as it is resolved.

#### **Response Priority P2:**

- Definition: A Response Priority P2 is a non-P0 or -P1 Error that results in inoperability or substantial impairment of non-critical but material Software functions or features for the majority of Client's Users, where there is no feasible workaround. Examples include: inaccurate search results; inability to create new Users in the Software.
- 365Labs Response Commitment: 365Labs will respond within 2 business days.
- Resolution: If resolution requires a 365Labs bug fix, 365Labs will add the bug fix to its development queue for a future Update within 60 days. Client will be notified of status changes.
- Escalation: Client may request that 365Labs escalate the problem to the appropriate person or level within the 365Labs organization.
- Client Response Commitment: Client will respond to 365Labs' requests for additional information and implement recommended solutions in a timely manner.

#### **Response Priority P3:**

- Definition: A Response Priority P3 is any non-P0, -P1 or -P2 Error, and Errors for which a reasonable workaround is available or where the Error does not block workflows. Examples include: formatting or font spacing Errors; entity is not clickable.
- 365Labs Response Commitment: 365Labs will respond within 3 business days.
- Resolution: If resolution requires a 365Labs bug fix, 365Labs will add the bug fix to its development queue for a future Update and, where appropriate, suggest a potential workaround until the problem is resolved in a future Update. Client will be notified of status changes.
- Escalation: Client may request that 365Labs escalate the problem to the appropriate person or level within the 365Labs organization.
- Client Response Commitment: Client will respond to 365Labs requests for additional information and implement recommended solutions in a timely manner.

### Client's Additional Obligations

365Labs' provision of the support services described in this Attachment is subject to Client cooperating fully and on a timely basis with reasonable requests of 365Labs for accurate information and prompt access to Client personnel with sufficient availability and knowledge to enable 365Labs to provide the support services, including accurate information and assistance reasonably required to detect, replicate, and correct Errors. In the event 365Labs' response, resolution or update times are negatively impacted by delayed responses by Client personnel or Client's failure to otherwise comply with its obligations under this Schedule, timeframes will be extended accordingly.

### Service Levels for Hosted Software.

365Labs shall provide the cloud-based Software hosted by 365Labs' hosting service provider, in accordance with the following services levels. 365Labs' uptime commitments below apply only after the Go-Live Date and exclude downtime caused by:

- Client's hardware or network, third party software, Client Data, and/or Client's infrastructure;
- A force majeure event, including any problems or interruptions in the Subscription Service due to issues with third-party hosting services or Internet service providers, or problems arising on Client's side of the demarcation point of the Subscription Service; or
- Any actions or inactions of Client or any third party outside of Company's control.
- Scheduled maintenance periods for the Software.

#### a. Service Levels for the Records Management System and Evidence Management Applications ("RMS").

- i. RMS Availability.** During any calendar month, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("RMS Scheduled Downtime"). However, that 365Labs is not responsible for any downtime of the RMS caused by third-party data services (e.g., Department of Motor Vehicles license plate database, Internet Service Provider's network downtimes, or Third-Party Software or other third-party components ("Third-Party Components"), and such third-party-caused downtime will not count against the service levels promised herein. 365Labs shall be responsible for any downtime of RMS caused by Integrated Third-Party Software (as defined below) solely to the extent specified in Section (d) below ("Service Levels for Integrated Third-Party Software"). 365Labs shall provide Client with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding 365Labs' progress in remedying the unavailability and the estimated time at which the RMS shall be available.
- ii. RMS Service Credits.** In the event that 365Labs fails to make the RMS available at least 99.9% of the time in any given month due to RMS Unavailability (as defined below), 365Labs will credit the Client's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Client's use (but not the use of any one User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by 365Labs, by a vendor, or by Client); (b) acts or omissions of Client or any Client user of the RMS; (c) server downtime related to connectivity issues resulting from third-party-managed VPN access to hosted server or Client internal network problems; (d) defects or bugs in the Software caused by Client, any User, or any affiliate, employee, agent or independent contractor of Client; or (e) any other cause(s) beyond 365Labs' reasonable control, including but not limited to those caused by third-party data services (e.g. Department of Motor

Vehicles license plate database), Third-Party Components, overall internet congestion or a force majeure event. Client will be responsible for immediately notifying 365Labs of all Third-Party-managed VPN access and internal or external (e.g., internet service provider) network problems that arise.

“Credit Percentage” means the applicable percentage of the portion of Client’s Software subscription fees (“Fees”) attributable to RMS in the calendar month in which the RMS Unavailability occurs. For example, if Client has paid 365Labs \$1,000 for one year and the RMS Availability falls to 99.5% during any calendar month in that year, then 365Labs will owe Client a 10% credit on that month’s portion of the RMS Fees, or:  $\$1,000/12 = \$83.33$  per month, and 10% of  $\$83.33 = \$8.33$ . In this example, 365Labs would owe Client \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Client must notify 365Labs in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by 365Labs prior to any credits being granted. 365Labs will acknowledge credit requests within fifteen (15) business days of receipt and will inform Client whether such claim request is approved or denied. The issuance of RMS Service Credit by 365Labs hereunder is Client’s sole and exclusive remedy for any failure by 365Labs to satisfy the RMS service levels set forth in this Section (a).

**b. Service Levels for the Jail Management System (“JMS”).**

- i. JMS Availability.** During any calendar month, the JMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the JMS (“JMS Scheduled Downtime”); provided, however, that 365Labs is not responsible for any downtime of the JMS caused by third-party data services (e.g., Department of Motor Vehicles license plate database), or Third-Party Components, and such third-party downtime will not count against the service levels promised herein; provided, further, that 365Labs shall be responsible for any downtime of JMS caused by Integrated Third-Party Software (as defined below) solely to the extent specified in Section (d) below (“Service Levels for Integrated Third-Party Software”). 365Labs shall provide Client with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the JMS, as well as continual periodic updates during the unscheduled downtime regarding 365Labs’ progress in remedying the unavailability and the estimated time at which the JMS shall be available.
- ii. JMS Service Credits.** In the event that 365Labs fails to make the JMS available at least 99.9% of the time in any given month due to JMS Unavailability (as defined below), 365Labs will credit the Client’s account for the unavailable JMS as follows:

JMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

“JMS Unavailability” is defined as the percentage of minutes per month in which the JMS is completely and generally unavailable for Client’s use (but not the use of any one User), provided that JMS Unavailability does not include any unavailability attributable to: (a) JMS Scheduled Downtime for maintenance (whether by 365Labs, by a vendor, or by Client); (b) acts or omissions of Client or any Client User of the JMS; (c) server downtime related to connectivity issues resulting from third-party-managed VPN access to hosted server or Client internal network problems; (d) defects or bugs in the Software caused by Client, any User, or any affiliate, employee, agent or independent contractor of Client; or (e) any other cause(s) beyond 365Labs’ reasonable control, including but not limited to those caused by third-party data services (e.g., Department of Motor Vehicles license plate database), Third-Party Components, overall internet congestion or a force majeure event. Client will be responsible for immediately notifying 365Labs of all third-party-managed VPN access and internal or external (e.g., internet service provider) network problems that arise.

“Credit Percentage” means the applicable percentage of the portion of the JMS Fees attributable to JMS in the calendar month in which the JMS Unavailability occurs. For example, if Client has paid 365Labs \$1,000 for one year, and the JMS Availability falls to 99.5% during any calendar month in that year, then 365Labs will owe Client a 10% credit on that month’s portion of the JMS Fees, or:  $\$1,000/12 = \$83.33$  per month, and 10% of  $\$83.33 = \$8.33$ . In this example, 365Labs would owe Client \$8.33 in credit for the month in which JMS Availability fell to 99.5%.

In order to receive this credit, Client must notify 365Labs in writing within fifteen (15) days following the end of the month the JMS Unavailability occurred. All claims are subject to review and verification by 365Labs prior to any credits being granted. 365Labs will acknowledge credit requests within fifteen (15) business days of receipt and will inform Client whether such claim request is approved or denied. The issuance of JMS Service Credit by 365Labs hereunder is Client’s sole and exclusive remedy for any failure by 365Labs to satisfy the JMS service levels set forth in this Section (b).

**c. Service Levels for Integrated Third-Party Software.** Notwithstanding anything else to the contrary contained herein, 365Labs shall be responsible for any downtime of or related to the Software or Integrated Third-Party Software (as defined below) that is caused by Integrated Third-Party Software solely to the extent specified in this Section (d). Credit Percentages Service Credits referenced elsewhere in this document shall not apply to downtime caused by Integrated Third-Party Software or the integrations or connections to Integrated Third-Party Software.

**i. Availability of Third-Party Applications.** The SOW identifies specific Third-Party Application integrations (the “Integrated Third-Party Software”) to be performed by 365Labs during the Implementation Services Period, and the Client’s and 365Labs’ respective rights regarding acceptance of those Services. The Integrated Third-Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third-Party Software (whether scheduled by 365Labs or by the third-party provider, the “Integration Scheduled Downtime”); provided, however, that 365Labs shall not be responsible for downtime caused by upgrades or updates to Integrated Third-Party Software of which 365Labs does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. 365Labs agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that 365Labs shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. 365Labs shall provide Client with immediate telephone notification to the point of contact set forth in this document as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime (“Integration Unscheduled Downtime”), as well as continual periodic updates during the Integration Unscheduled Downtime regarding 365Labs’ progress in remedying the unavailability and the estimated time at which the Integration shall be available.

**ii. Responsibilities for Planned Updates.** Client shall provide 365Labs with prompt notice of any update by the third-party provider of Integrated Third-Party Software. 365Labs shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third-Party Software beginning after receipt of notification from Client.

**iii. Responsibilities for Planned Upgrades.** Client shall provide 365Labs with prompt notice, and in no case fewer than ninety (90) days’ advance notice, of any planned upgrade by the third-party provider of Integrated Third-Party Software. 365Labs shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third-Party Software. All minor version updates and changes from Microsoft, State and Federal mandates are covered under the interface SaaS subscription & will be programmatically completed within the 90 allotted days after notification from Client. Any reliance on third-party participation or re-certifications/approvals will be addressed aggressively with the understanding that those timelines may extend depending on the efforts of the third-party. Changes or updates to the Interface(s) triggered by third-party vendor changes or custom modifications are not included in the standard interface support and maintenance services and will require a separate scope of work, including additional fees & delivery schedule.



Quote # **LABQ22003-06**

Date **12/05/24** Good Until **01/31/25** Terms

Agency: State Regional Law Enforcement Records Managem  
555 Israel Road SW  
Tumwater, WA 98501

Prepared By: Allison Miller  
225-800-7777  
allison.miller@365labs.com

Qty	Description	List Price	Discount Price	Extended Price
	<b>365™ RMS &amp; JMS Suite - Multi-Agency Site license for the following consortium member agencies: Lacey PD, Olympia PD, Tenino PD, Tumwater PD, Yelm PD and Thurston County Sheriff's Office</b>			

<b>RMS Suite</b>				
1	365™ RMS Incident/Field Reporting, Arrests Site License - Annual	\$563,760.00	\$313,200.00	\$313,200.00
	Incident Reporting Field Reporting Citation Record Keeping Misdemeanor Summons Record Keeping Arrest report - PC/Warrant Execution Property/Vehicle Reporting Evidence Collection Accident Reporting - not state specific -requires separate Easy Draw license Field Interview Use of Force Domestic Violence/IPV Racial Profiling Media Attachments Photo, Video & Audio capture BodyCam/DashCam with 365 DEMS add-in Custom Forms  Expungements/Sealing/Blocking CJIS/HIPAA/FERPA/FTI DA Package Generation Redactions  IBR Validation NIBRS/State IBR Compliant Cleary/Title IX			

Qty	Description	List Price	Discount Price	Extended Price
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CAD Incident transfer Bridge from 365Labs CAD

365 Hyperview - Web based information portal

APPROVAL & WORKLFOWS

Supervisor Approvals

Records Room Approval

Organization & User Snippets

REPORTING

Built-in agency reports based on incident type, charge type, etc:

- Crash

- Arrests

- Juvenile

DMV Integration (where available through agency)

NCIC & State Integration (where available through agency)

ELECTRONIC DOCUMENT MANAGEMENT

- Scan paper documents with compatible scanner

- Capture electronic files via drag-n-drop, import

CJIS COMPLIANT using agency AD

Secure Messaging & File transfer\*

Single Sign On & 2 Factor Authentication

Security & Permissions - Department & Record-Level

Biometrics Authentication using windows hello

Remote Data Wipe\* with mdm

History & Audit

Includes Software Support & Software updates

1	365™ Warrants Control Site License - Annual	\$16,000.00	\$10,000.00	\$10,000.00
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Add / Manage Warrants

Automatic Clearing of Warrants from Booking

Automatic Push to CJIS Control

Warrant Execution

Service Tracking

Officer Assignment



Qty	Description	List Price	Discount Price	Extended Price
1	365™ RECORDS ROOM & IBR Validation Site License - Annual  - Master Person, Address & Vehicle records - Manage Statutes, Classifications/Flags (IPV, etc) - NIBRS/State IBR Validation - Workflow Approvals	\$125,280.00	\$93,960.00	\$93,960.00
1	365™ Investigate (Case Management & Investigations) - Aggregated information on a case from initial reports, supplements, arrest reports, field reports and investigator notes. - Cases can be submitted to CJIS seamlessly - Built-in Dashboards present case loads for each department	\$1,503,360.00	\$62,640.00	\$62,640.00
1	GISMO™ FieldNotes+ App Site License - Annual	\$37,584.00	\$15,033.60	\$15,033.60
1	365™ Forms App Site License - Annual  Create Fillable Custom PDF Forms (without Adobe Acrobat) Create automatically connected Forms to be used by RMS, JMS & CMS Create Custom Screens for RMS and JMS Change Design of built-in Reports (Incident Reports, etc.) Redact Documents using DDR (Deep Digital redaction)  Use App to Fill Digital Forms on a Windows Tablet Obtain On Screen Signatures on Digital Forms * Microsoft Surface recommended	\$14,400.00	\$10,800.00	\$10,800.00
1	365 Analysis, Stats & Business Intelligence Site License - Annual  Connect and visualize data to gain deeper data insight with the unified, 365 platform for self-service and enterprise business intelligence (BI)  Microsoft Excel Analysis Services Interface Self Service Analytics AD Integration Data Visualizations Power BI Gateway to connect to:	\$28,800.00	\$21,600.00	\$21,600.00

Qty	Description	List Price	Discount Price	Extended Price
	<ul style="list-style-type: none"> <li>- Power Apps</li> <li>- Power Automate</li> <li>- Power Virtual Agents</li> </ul> <p><i>May require separate PowerBI licensing</i></p>			
1	365™ Personnel, Timesheets & Training Site License - Annual	\$24,600.00	\$14,400.00	\$14,400.00
1	365™ K-9 Module Site License - Annual	\$3,600.00	\$2,880.00	\$2,880.00
	<p>Manage and track K-9 details and activity including:</p> <ul style="list-style-type: none"> <li>- K9 Name &amp; Handler Name</li> <li>- Date of Birth</li> <li>- Medical History &amp; Vaccinations</li> <li>- Skills (e.g., drugs, bomb), Training &amp; Certifications</li> <li>- Incidents</li> <li>- Retirement Date</li> </ul>			
1	365™ Tow Management Site License - Annual	\$36,000.00	\$21,600.00	\$21,600.00
1	365™ Permits – Permit Management Site License - Annual	\$14,400.00	\$10,800.00	\$10,800.00
	<ul style="list-style-type: none"> <li>- Alarm Permits</li> <li>- Gun Permits</li> <li>- Animal Permits</li> </ul>			
1	365™ Lineup Site License - Annual	\$9,600.00	\$6,000.00	\$6,000.00
	<ul style="list-style-type: none"> <li>- AI generates suspect lineups with a single click</li> <li>- Shuffle, swap, or replace individual images</li> <li>- Create, manage, and save multiple lineup sequences</li> </ul>			
	<b>SubTotal - RMS</b>			<b>\$582,913.60</b>
<b>NCIC</b>				
1	365™ NCIC Application for MDT/PC + NCIC Mobile App (Android & iOS) Site License - Annual	\$225,504.00	\$112,752.00	\$112,752.00
	<p>Person Lookup</p> <p>Vehicle Lookup / Insurance Lookup</p> <p>Gun/Stolen Item Lookup</p>			

Qty	Description	List Price	Discount Price	Extended Price
	NCIC & FBI Criminal History DMV & Traffic History Warrants & RAP sheets Sex Offenders Protective Orders			
	Includes 8x5 Software Support and Updates.			
1	365™ NCIC State Message Switch Connection Site License - Annual	\$9,000.00	\$9,000.00	\$9,000.00
	<b>SubTotal - NCIC</b>			<b>\$121,752.00</b>
<b>Evidence Control</b>				
1	365™ Evidence Control Site License - Annual	\$86,400.00	\$64,800.00	\$64,800.00
	Property & Evidence Management - Capture & enter evidence from MDT or mobile app - Track location and chain of custody with audit trail - Auto-generate barcodes to tag and track evidence - Instant Inventory and Audit reports			
1	GISMO™ Evidence Control - Mobile App - INCLUDED Annual Subscription *Requires GISMO Handheld	\$17,820.00	\$0.00	\$0.00
	<b>SubTotal - Evidence Control</b>			<b>\$64,800.00</b>
<b>Inventory Control</b>				
1	365™ Inventory Annual Subscription Site License - Annual	\$64,800.00	\$43,200.00	\$43,200.00
1	GISMO™ Inventory - Mobile App - INCLUDED *Requires GISMO Handheld	\$36,000.00	\$0.00	\$0.00
	<b>SubTotal - Inventory Control</b>			<b>\$43,200.00</b>
<b>Civil</b>				
1	365™ Civil Site License - Annual	\$28,800.00	\$21,600.00	\$21,600.00
	Service & track the status of Civil Process documents: - Writs - Summonses			

Qty	Description	List Price	Discount Price	Extended Price
	- Subpoenas - Warrants - Judgment orders - Civil protection orders			
1	365™ Civil Mobile App (Android) - Service & Returns Site License - Annual	\$14,400.00	\$10,800.00	\$10,800.00
	<b>SubTotal - Civil</b>			<b>\$32,400.00</b>
<b>Citizen Portal</b>				
1	365™ Citizen Portal Site License - Annual	\$28,800.00	\$21,600.00	\$21,600.00
	Community Portal Site with Agency Branding enables Citizens to: - Send Tips			
	365™ Citizen Portal - File Reports Online - INCLUDED Site License - Annual			
	Integrates with 365™ RMS			
	365™ Citizen Portal - Online Report Lookup & Purchasing - INCLUDED Site License - Annual			
	Integrates with 365™ RMS			
	Citizen Online Portal for Alarm Registrations & Payments - INCLUDED Site License - Annual			
	365 Labs will provide online payment processing for Credit Card payments and charge online processing and convenience fee directly to consumers. Monies will be deposited to Agency's Bank Account Automatically			
	SECURE ONLINE PORTAL FOR PUBLIC & ALARM COMPANIES Citizens, businesses and alarm companies can easily register alarms, make payments and view account history online.			
	<b>SubTotal - Citizen Portal</b>			<b>\$21,600.00</b>

**JMS**

Qty	Description	List Price	Discount Price	Extended Price
1	<p>365™ JMS - Jail Management System Annual License (Tier II Facility)</p> <p>CLOUD Included - Microsoft Azure HCI No servers, licenses, VPN, backups or disaster recovery required Elastic Computation Resourcing Zero-Trust Security</p> <p>JAIL MANAGEMENT SOFTWARE Smart Booking (Automatic Booking from Arrest Report) Warrants &amp; NCIC Check Pre-Release Qualifier Bridge Center Integration Holds Check Booking/DA/Sentencing Charges Intake Court Date Integration Bonding Mugshots PREA Prisoner ID Management Billing</p> <p>Inmate Management Medical History Property Management Housing/Cell Assignment Visitation Time Adjustments Work History Certifications Incident Management Classifications Risk Flags/Keep-aways Work Release</p> <p>Inter-prison Transfers Transportation Management</p> <p>Digital Lineup eBonds Portal &amp; WebApp Prosecution Bridge RFID Software Integration API AFIS Integration API</p> <p>Document Management &amp;</p>	\$104,640.00	\$91,560.00	\$91,560.00

Qty	Description	List Price	Discount Price	Extended Price
	Digital Documentation Platform - Built-in logs/reports for all Prison processes (Additional reports can be added)			
	Reports & Report Generation Statistics Dashboard			
	Integrated Search Media Attachments Automated Alerts History & Audit Trail Configurable Permissions & Roles for Individual Users & Records Permission-based Read/ Write Privileges			
	CJIS COMPLIANT Secure Messaging & File transfer* Single Sign On & 2 Factor Authentication Security & Permissions Biometrics Authentication Remote Data Wipe* History & Audit			
	SOFTWARE SUPPORT & UPDATES Includes 8 x 5 Support			
1	GISMO™ Sentry - Mobile JMS App Site License - Annual (Tier II Facility) *Requires GISMO Handheld for scanning & RFID	\$31,392.00	\$18,835.20	\$18,835.20
1	365™ Mugshot Annual Subscription (Tier II Facility)	\$10,800.00	\$7,200.00	\$7,200.00
	Generate Mugshots with a single touch Auto-create inmate IDs Link mugshots to RFID wristband or card			
3	SCAN365™ Document Management Solution Device License - Annual Documents available through any PC/Mac/Device/Phone.	\$9,800.00	\$4,500.00	\$13,500.00
	100Gb Storage included Additional 100 Gb of storage is \$100/month			
	Included Features: Key Word Tagging and indexing Specific field and Free Text search OCR module Custom document configuration builder			

Qty	Description	List Price	Discount Price	Extended Price
	Document Tagging Batch Scanning Native Document Upload, Download and Sharing Workflow builder with automatic email/SMS Workflow to upload to WebAPI Web Portal to search and view documents Native integration with Sheriff 365™ and Police 365™			
	Specs: Requires Windows 10 to scan - compatible with Windows Lite Requires AzureAD connectivity for Single-SignOn and permissions Scanner workstation - Compatible USB Scanner required: Fujitsu and Cannon models			
	Server: Xeon Server with at least 4 Cores and min 16 Gb RAM Microsoft SQL Server 2017 and above with 4 cores IIS for WebServices and Web Doc Viewer			
	Viewer: Chrome/MS Edge/Firefox Browser Documents available through any PC/Mac/Device/Phone.			
	8x5 Support and Software Updates included			
	<b>SubTotal - JMS</b>			<b>\$131,095.20</b>
	<b>SubTotal</b>			<b>\$997,760.80</b>
	<b>Additional VANGUARD DISCOUNT** - Year 1</b> <b>Agencies leading the way in new developments and ideas in law enforcement for their respective state.</b>			<b>-\$209,864.15</b>
	<b>SubTotal - 365 Suite Year 1 SaaS</b>			<b>\$787,896.65</b>

### Interfaces Annual Subscription (Estimated)

*Estimated interface costs provided. Once interface documentation is provided from system vendors, 365Labs will provide updated cost estimates based on the interface scope.  
3rd party interfaces must adhere to NIEM standards.*

Qty	Description	List Price	Discount Price	Extended Price
	<i>Interface Annual Subscription includes:</i>			
	<i>Interface Maintenance &amp; Updates</i>			
	- Software to be kept upto date to work with latest edition of Windows and patches			
	- Software updated to support latest version of .net Core and security releases			
	<i>Interface Support</i>			
	- Phone and email support to assist with interface issues			
	- 5 minute pro-active monitoring of the interface			
	- Secret Key maintenance as needed			
	<i>Interface Hosting in compliance with CJIS Security Policy requirements to NIST SP 800-53</i>			
	- FIPS 140-2 certified encryption			
	- Encryption for CJI in Transit			
	- Encryption for CJI at Rest			
	- FedRAMP High P-ATO issued by the JAB			
	- DoD IL2 PA issued by DISA			
	- DoD IL4 PA issued by DISA			
	- DoD IL5 PA issued by DISA			
	- FedRAMP Certified			
	- Level 4 CJIS Security Training			
	- Adheres to security controls for ISO 27001, ISO 27018, SOC 1, SOC 2, SOC3, FedRAMP, HITRUST, MTCS, IRAP, and ENS.			
1	365™ RMS - 3rd Party CAD Interface - Tiburon CAD/Mobile System Annual Subscription	\$5,800.00	\$4,000.00	\$4,000.00
1	ACCESS/WACIC/NCIC Interface Annual Subscription	\$7,800.00	\$6,000.00	\$6,000.00
1	365™ RMS - RAIN/LinX Interface Annual Subscription	\$6,800.00	\$5,000.00	\$5,000.00
1	365™ RMS - Sector Interface Annual Subscription	\$6,800.00	\$5,000.00	\$5,000.00
1	365™ RMS - TRaCS Interface Annual Subscription	\$6,800.00	\$5,000.00	\$5,000.00
1	365™ RMS - JBRS Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
1	365™ RMS - Court System Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00



Qty	Description	List Price	Discount Price	Extended Price
1	365™ RMS - eProsecutor Interface Annual Subscription	\$7,800.00	\$6,000.00	\$6,000.00
1	365™ RMS - Permittium Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
3	365™ RMS - EvidenceOnQ Interface Annual Subscription	\$7,800.00	\$6,000.00	\$18,000.00
1	365™ RMS - Axon Video/DEM Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
1	365™ RMS - Getac Video/DEM Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
1	365™ RMS - Utility DEMS Interface Annual Subscription	\$8,000.00	\$6,000.00	\$6,000.00
1	365™ JMS - VINELink Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
1	365™ JMS - LockDown Interface Annual Subscription	\$7,800.00	\$5,000.00	\$5,000.00
1	365™ JMS - Livescan Interface Annual Subscription	\$5,800.00	\$4,000.00	\$4,000.00
1	365™ JMS - OffenderWatch Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
1	365™ JMS - ViaPath Interface Annual Subscription	\$5,800.00	\$4,000.00	\$4,000.00
	<b>SubTotal - Interfaces Annual Subscription (Estimated)</b>			<b>\$89,000.00</b>

### Public Safety Cloud

1	365™ PUBLIC SAFETY SAAS CLOUD COMPUTE & STORAGE	\$48,000.00	\$48,000.00	\$48,000.00
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Microsoft Azure GovCloud infrastructure for 365 Suite  
Compliant with CJIS Security Policy requirements to  
NIST SP 800-53  
FIPS 140-2 certified encryption  
Encryption for CJJ in Transit  
Encryption for CJJ at Rest  
FedRAMP High P-ATO issued by the JAB  
DoD IL2 PA issued by DISA  
DoD IL4 PA issued by DISA  
DoD IL5 PA issued by DISA  
FedRAMP Certified  
Level 4 CJIS Security Training

Qty	Description	List Price	Discount Price	Extended Price
	Adheres to security controls for ISO 27001, ISO 27018, SOC 1, SOC 2, SOC3, FedRAMP, HITRUST, MTCS, IRAP, and ENS.			
	Elastic Cloud Compute & Unlimited Bandwidth Unlimited SQL database storage Up to 1000 GB BLOB Storage included 30 Day Data backup Elastic Computation Resourcing Zero-Trust Security			
	<b>SubTotal - Public Safety Cloud</b>			<b>\$48,000.00</b>

### Software Implementation & Project Management (One-Time)

1	Professional Services - RMS Implementation	\$96,000.00	\$36,000.00	\$36,000.00
1	Professional Services - Analysis & BI Implementation	\$6,000.00	\$4,800.00	\$4,800.00
1	Professional Services - Personnel, Timesheets & Training Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Professional Services - Permits Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Professional Services - NCIC Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Professional Services - Evidence Control Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Professional Services - Inventory Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Professional Services - Civil Implementation	\$18,000.00	\$12,000.00	\$12,000.00
1	Professional Services - Citizen Portal Implementation	\$8,000.00	\$4,800.00	\$4,800.00
1	Professional Services - JMS Implementation	\$48,000.00	\$36,000.00	\$36,000.00
1	RMS Go-Live Assistance - 5 Days - Onsite Travel Time, Expenses & Lodging billed separately	\$6,000.00	\$6,000.00	\$6,000.00
1	JMS Go-Live Assistance - 5 Days - Onsite Travel Time, Expenses & Lodging billed separately	\$6,000.00	\$6,000.00	\$6,000.00
	<b>SubTotal - SW Implementation (One-Time)</b>			<b>\$135,600.00</b>

### Interface Implementation & Project Management (ESTIMATED) (One-Time)

Qty	Description	List Price	Discount Price	Extended Price
	<i>Estimated interface development &amp; implementation costs provided. Once interface documentation is provided from system vendors, 365Labs will provide updated cost estimates based on the interface scope.</i>			
1	Tiburon CAD/Mobile Interface Implementation	\$18,000.00	\$10,000.00	\$10,000.00
1	ACCESS/WACIC/NCIC Interface Implementation	\$48,000.00	\$30,000.00	\$30,000.00
1	RAIN/LinX Interface Implementation	\$20,000.00	\$15,000.00	\$15,000.00
1	Sector Interface Implementation	\$36,000.00	\$20,000.00	\$20,000.00
1	TRaCS Interface Implementation	\$36,000.00	\$20,000.00	\$20,000.00
1	JBRS Interface Implementation	\$12,000.00	\$8,000.00	\$8,000.00
1	Court System Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	eProsecutor Interface Implementation	\$48,000.00	\$30,000.00	\$30,000.00
1	Permitium Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	EvidenceOnQ Interface Implementation	\$36,000.00	\$24,000.00	\$24,000.00
1	Axon Video/DEM Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Getac Video/DEM Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Utility DEMS Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	VineLink Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	LockDown Interface Implementation	\$36,000.00	\$20,000.00	\$20,000.00
1	LiveScan Interface Implementation	\$18,000.00	\$10,000.00	\$10,000.00
1	OffenderWatch Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	ViaPath Interface Implementation	\$18,000.00	\$10,000.00	\$10,000.00
	<b>SubTotal</b>			<b>\$239,000.00</b>
	<b>20% Additional VANGUARD DISCOUNT** on Interface Development &amp; Implementation Agencies leading the way in new developments and ideas in law enforcement for their respective state.</b>			<b>-\$47,800.00</b>
	<b>SubTotal - Interface Implementation (One-Time)</b>			<b>\$191,200.00</b>

### Workshops, Training & Go-Live (One-Time)

Qty	Description	List Price	Discount Price	Extended Price
55	Professional Services - Workshops, Training & Go-Live - 1 Man-day - Remote	\$1,600.00	\$1,500.00	\$82,500.00
	<b>SubTotal - Workshops, Training, Go-Live (One-Time)</b>			<b>\$82,500.00</b>
	<i>Additional Training available at \$1500/day</i>			
	<i>Onsite Training Available - Travel Time, Expenses &amp; Lodging billed separately</i>			
<b>Travel &amp; Lodging - Onsite Assistance</b>				
5	Travel & Lodging for Onsite Training & Services - 1 Week/Resource Includes Travel Time & Expenses	\$2,800.00	\$2,800.00	\$14,000.00
	<b>SubTotal - Travel &amp; Lodging</b>			<b>\$14,000.00</b>
<b>Data Conversion - Estimate (One-Time)</b>				
2	RMS - Full Data Conversion - Estimate	\$36,000.00	\$36,000.00	\$72,000.00
	Up to 20 years of Data from a single database.			
	Depending upon complexity and encryption or general quality of data, price may vary from original quote. All data may not be importable. May result in multiple records for the same entity.			
	All MASTER PEOPLE data import from a single database.			
	All MASTER ADDRESSES data import from a single database.			
	All MASTER VEHICLES data import from a single database.			
	All MASTER PROPERTY data import from a single database.			
	All REPORTS data import from a single database.			
	All child tables which have a corresponding child table in 365 system will be imported			
	Inter-table relationships or child entities/objects will be imported if data dictionary is available			
	Known mime types and unencrypted attachments to be imported			

Qty	Description	List Price	Discount Price	Extended Price
	All data elements without descriptors will be imported into the comments field Transactions, Audit and History data may not be importable Best effort import of all rich text or hybrid field data			
1	JMS - Full Data Conversion - Estimate	\$30,000.00	\$30,000.00	\$30,000.00
	Up to 20 years of Data from a single database.			
	Depending upon complexity and encryption or general quality of data, price may vary from original quote. All data may not be importable. May result in multiple records for the same entity.			
	All MASTER PEOPLE data import from a single database.			
	All INMATES data import from a single database.			
	All BOOKINGS data import from a single database.			
	All child tables which have a corresponding child table in 365 system will be imported			
	Inter-table relationships or child entities/objects will be imported if data dictionary is available			
	Known mime types and unencrypted attachments to be imported			
	All data elements without descriptors will be imported into the comments field			
	Transactions, Audit and History data may not be importable			
	Best effort import of all rich text or hybrid field data			
	<b>SubTotal - Data Conversion (Estimate)</b> <b>(One-Time)</b>			<b>\$102,000.00</b>
	<b>Total: Year 1 RMS &amp; JMS Suite SaaS, Cloud + Professional Services</b>			<b>\$1,450,196.65</b>
	<i>Year 1 Professional Services: \$525,300</i>			
	<i>Year 1 SaaS + Cloud Hosting: \$924,896.65</i>			
	<i>Year 2 SaaS + Cloud Hosting: \$971,141</i>			
	<i>Year 3 SaaS + Cloud Hosting: \$1,019,699</i>			
	<i>Year 4 SaaS + Cloud Hosting: \$1,070,683</i>			
	<i>Year 5 SaaS + Cloud Hosting: \$1,124,218</i>			
	<i>Subscription prices based on Annual Billing</i>			
	<i>The quoted RMS site license will accommodate up to</i>			

Qty	Description	List Price	Discount Price	Extended Price
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*750 total users. Pro-rated fees will be assessed for any new agencies beyond the original six member agencies.*

*The quoted JMS site license will accommodate unlimited users for a Tier II facility (up to 600 beds).*

*5 Year Term*

*Optional Add-On Modules Available:  
(not included in quoted totals)*

*GISMO™ eCITATION - Mobile App: \$30,240*

*Citation Control: \$21,600*

*GISMO™ ActiLog Mobile Timesheet App: \$30,067*

*365™ FalseAlarm - Alarm Mgt & Billing: \$43,200*

*Case 365 - DA/Prosecutor Case Management: \$72,000*

*365™ AVL + Fleet Management (with 100 AVLs):  
\$29,100*

*365™ Probation Module: \$28,000*

THIS QUOTE IS SUBJECT TO THE TERMS OF THE 365LABS SOFTWARE LICENSE AND SERVICES AGREEMENT (THE "SLSA"), WHICH GOVERNS THE SALE AND LICENSING OF 365LABS' SERVICES AND SOFTWARE. THESE CONSTITUTE ONE INTEGRATED AGREEMENT AND IS THE COMPLETE AND EXCLUSIVE STATEMENT OF 365LABS' OBLIGATIONS AND RESPONSIBILITIES REGARDING LICENSING SOFTWARE. IN ADDITION TO THE SLSA TERMS, THE FOLLOWING TERMS APPLY:

SOFTWARE LICENSES SHALL BE USED ONLY BY THOSE AGENCIES OR ENTITIES SPECIFICALLY LISTED IN A 365LABS QUOTE. PRICING FOR ADDITIONAL AGENCIES AND LICENSES WILL BE QUOTED UPON REQUEST.

QUOTED PRICING REPRESENTS OFF-THE-SHELF SOFTWARE AND CONFIGURATION FOR THE LISTED SOFTWARE MODULES. THE SOFTWARE MODULES MAY NOT FIT AGENCY'S CURRENT PROCESSES. ADDITIONAL CONFIGURATION MAY BE REQUIRED AND IS AVAILABLE THROUGH IMPLEMENTATION WHEN CLEARLY SPECIFIED BY THE AGENCY. CONFIGURATION DOES NOT INCLUDE CHANGING THE CORE SOFTWARE. ANY CHANGES, ADDITIONAL FEATURES OR CUSTOMIZATION WILL BE PRICED SEPARATELY, WILL DELAY THE IMPLEMENTATION AND REQUIRE A PURCHASE ORDER OR CHANGE ORDER. QUOTED PRICING DOES NOT INCLUDE LICENSING FOR THIRD-PARTY PRODUCTS, SUCH AS MICROSOFT OFFICE OR POWERBI, OR TRANCITE SOFTWARE. THIRD-PARTY SOFTWARE LICENSING IS TO BE OBTAINED BY THE AGENCY FROM THE RESPECTIVE SOFTWARE VENDOR.

QUOTED PRICES ARE BASED UPON NO OMISSIONS OR CHANGES. PRICES SUBJECT TO CHANGE FOR ANY REVISION INCLUDING BUT NOT LIMITED TO CHANGES MADE TO PARTICIPATING AGENCIES, LICENSE QUANTITY, CONFIGURATION OR EQUIPMENT SPECIFICATIONS.

\*BASED ON AGENCY'S ACTUAL BLOB STORAGE USAGE (FOR MEDIA AND DOCUMENTS), ADDITIONAL STORAGE IS AUTOMATICALLY ADDED IN 1000 GB INCREMENTS AND BILLED TO THE AGENCY AT PUBLISHED RATES ON A PRO-RATED ANNUAL BASIS.

\*\*CJIS COMPLIANCE POLICIES ARE SET BY I.T. AT THE AD AND AZURE AD LEVEL. 365LABS SOFTWARE INHERITS THESE CONTROLS. AUDITING AND CONTROLS CAN BE ENHANCED AND REGULATED BY SUBSCRIBING TO VARIOUS LEVELS OF AAD AND COMPLIANCE OFFERINGS.

ALL DELIVERY, SUPPORT, TRAINING, AND CONSULTING SERVICES WILL BE BILLED AT 365LABS' STANDARD RATES FOR SUCH ACTIVITY AND ARE NON REFUNDABLE. A MINIMUM 15% RESTOCKING FEE APPLIES TO HARDWARE RETURNS MADE WITHIN 14 DAYS OF PURCHASE. NO RETURNS MAY BE MADE THEREAFTER. HARDWARE MUST BE RETURNED IN ITS ORIGINAL PACKAGING AND CONDITION. SOFTWARE CANNOT BE RETURNED ONCE ORDERED. IN CASE OF AN EARLY TERMINATION OF THE SLSA FOR ANY REASON, CLIENT AGREES TO PAY THE BALANCE FOR ALL HARDWARE LISTED IN THIS QUOTE AND RECEIVED BY CLIENT AT MSRP.

THE VANGUARD DISCOUNT IS A CONDITIONAL DISCOUNT GIVEN TO AGENCIES AGREEING TO BE EARLY ADOPTERS WITH THE UNDERSTANDING THAT (1) FEATURES MAY BE IN PREVIEW AND NOT REGRESSION TESTED. 365LABS DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM DEFECTS, ERRORS, OR INTERRUPTIONS. (2), THE AGENCY AGREES TO PROVIDE MARKETING ASSISTANCE AS DESCRIBED IN SECTION 14(B) OF THE SLSA. VANGUARD DISCOUNT APPLICABLE YEAR 1. NORMAL PRICING RESUMES AFTER THE TERM.

**EXCEPT AS EXPRESSLY STATED IN THIS QUOTE OR IN THE SLSA BETWEEN THE PARTIES, CLIENT ACKNOWLEDGES AND AGREES THAT 365LABS HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES REGARDING ITS PRODUCTS AND SERVICES. BY SIGNING OR ELECTRONICALLY ACCEPTING THIS QUOTE, CLIENT AGREES THAT THE TERMS OF THIS QUOTE ARE ACCEPTABLE TO CLIENT. THIS QUOTE BECOMES A BINDING PURCHASE ORDER UPON CLIENT'S SIGNATURE.**

AGREED AND ACCEPTED:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name Debbie Sullivan, Mayor

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**Total** **\$1,450,196.65**

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ATTEST:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name Melody Valiant, City Clerk

APPROVED AS TO FORM:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name Karen Kirkpatrick, City Attorney

Statement of Work

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**Public Safety Software Implementation  
Statement of Work (“SOW”)**

Between

**365Labs, Inc.  
 (“365Labs”)**

And

**Thurston County Law Enforcement Records Management System  
(LERMS) (“Client”)**

Prepared **August 2024** by **365Labs, Inc.**

*This information is the property of 365Labs and is provided on a confidential and restricted basis. This information shall not be disclosed outside of Client organization and shall not be duplicated, used, or disclosed in whole or in part for any reason other than to evaluate this SOW.*



## Introduction and Purpose

365Labs provides comprehensive public safety software for Police Departments, Sheriff's Offices, Fire Departments, Communication Centers, and Correctional Facilities. Under the guidance and participation of Client, 365Labs will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services listed in the agreed upon quote.

Together, the integrated software solutions are referred to as the "System."

365Labs is committed to building a lifelong partnership with Client by providing professional project management assistance through implementation, account management, technical support, and both initial and ongoing training. 365Labs will provide Client with the software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to Client operations.

This Statement of Work (SOW) guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which 365Labs and Client will consider a task complete.

## Project Objectives

### Ongoing Objectives of the Implementation Project:

- Provide a comprehensive public safety software solution to facilitate data management.
- Provide the software and services necessary to enable interoperability and real-time data sharing.
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules.
- Facilitate the implementation of data entry standards.

### Specific SOW Objectives:

- Complete the project implementation plan.
- Configure, set up, and deliver the Cloud staging environment.
- Install and configure core 365Labs software applications.
- Install and configure the external interfaces.
- Provide comprehensive user training and assistance with code table setup.
- Provide system setup consultation and application administration training.
- Provide Go-live assistance.

## Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:

- The party requesting the change will issue a Change Request document (“Change Request”). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any adjustments to the fees or schedule that may result therefrom. Upon the parties’ agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating their acceptance of the changes.
- Upon execution of the Change Request, the 365Labs and Client Project Managers will incorporate the change into the SOW or Scope of Work.

## Project Assumptions and General Responsibilities

### Project Assumptions

- The 365Labs System will be implemented in a Windows environment.
- Client network is available and appropriately configured.
- Hardware is available that meets or exceeds 365Labs’ current hardware recommendations.
- For RMS and JMS, 365Labs recommends an overall internet bandwidth connection of 100+ Mbps with under 20 ms latency to GovCloud. A higher bandwidth (500 Mbps for Case Management, 1000 Mbps for RMS) with lower latency is preferred. Actual performance and usage may vary depending on user usage of other internet-connected applications and your ISP.
- For RMS in the field, 365Labs recommends an overall internet bandwidth connection of 50+ Mbps per user using that connection. Actual performance and usage may vary depending on user usage of other internet-connected applications and your ISP.
- Client obtains Device IDs and ORIs in a timely fashion from the State.
  - State/NCIC interface may not be ready for end user training; a live connection is not necessary for training exercises.
- Third-party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after 365Labs is in receipt of a signed contract from Client that covers the fees and expenses described therein.
- Client will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.
- Onsite JMS training will be set up and conducted exclusively at the corrections facility site.

**Client Responsibilities**

- Maintain effective communications with the 365Labs Project Manager.
- Maintain users in Client-provided Active Directory and ensure users are assigned to needed security group(s).
- Participate in project status meetings (via Microsoft Teams).
- Respond to issues and concerns as communicated by the 365Labs Project Manager.
- Provide 365Labs with Client-approved project change requests.
- Coordinate required Client tasks and responsibilities with the 365Labs Project Manager.
- Manage all third-party vendors with which Client contracts to facilitate project activities.
- Ensure Client project team members have the knowledge and expertise to meet required project responsibilities.
- Install 365Labs applications on all computers including MDTs and Client-issued cell phones.
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users. Provide 8-10 temporary training desktops for the training lab set up in the jail training room.
- Ensure management and end user personnel are scheduled and available for training.

**365Labs Project Team Responsibilities**

- Liaise with Client's designated Project Manager.
- Provide Client with a project management plan, including a cutover plan for Go-live.
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user documentation.
- Manage all aspects of the implementation, including project communications.
- Participate in the project planning and system setup.
- Coordinate and schedule the delivery of all products and services provided by 365Labs.
- Conduct remote project status meetings and all major project events including project kickoff meeting, application workshop sessions, and Go-live activities.
- Facilitate the submission and approval of Client change requests.
- Provide responses and recommend resolutions to Client issues.
- Facilitate the Entra (Active Directory) synchronization of 365 groups & users, verify system logins when environment is ready, and coordinate external interface installation.
- Manage all third-party vendors contracted by 365Labs.

## Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW, as applicable. 365Labs and Client will perform their respective tasks through a combination of Teams meeting collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

### Overview of Milestones

- Conduct pre-implementation conference call and go through customer portal.
- Order hardware.
- Business process review and planning.
- Build tentative project schedule.
- Hold project kickoff meeting.
- Conduct Entra (Active Directory) sync meeting with IT.
- Conduct app validation meeting.
- Configure NCIC, ANI/ALI, Livescan, and other internal interfaces (as specified in the contract).
- Conduct worksheet sessions and initial code file build in Client system.
- Conduct application workshop sessions.
- Conduct functional acceptance testing sessions.
- Conduct system administration training.
- Conduct train-the-trainer training.
- Cutover to live operations.
- Perform site audit and analysis.

## Conduct Pre-Implementation Conference Call

### Task Description

365Labs' project team will hold a pre-implementation conference call with Client project team. During this meeting, 365Labs will accomplish several objectives:

- Introduce the 365Labs project team.
- Exchange contact information with Client project team.
- Introduce the customer portal for communications and file sharing.
- Review list of items to gather and accomplish prior to kickoff.
- Discuss Entra (Active Directory) and prepare AAD tenant ID for sync meeting.

### Deliverables

- Customer portal.

### Prerequisites

- Not applicable.

### Completion Criteria

This task is complete once 365Labs has conducted the pre-implementation conference call.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Conduct pre-implementation conference call.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Ensure Client's Project Manager and project team participate in the pre-implementation conference call.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Project team as assigned by Client</li> </ul>

## Order Hardware

### Task Description

The purpose of this task is to order the hardware required for the 365Labs system, as applicable. Hardware is then be shipped to Client's location.

### Deliverables

- Technical assessment.

### Prerequisites

- Pre-implementation conference call.

### Completion Criteria

This task is complete once the hardware has been ordered.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Verify hardware order.</li> <li>• Order hardware (per contract).</li> <li>• Provide minimum and recommended hardware requirements for all workstations.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Order hardware (per contract).</li> <li>• Ensure hardware (workstation) upgrades, as needed. Workstation recommendations:               <ul style="list-style-type: none"> <li>– Windows 10, 11</li> <li>– 1x quad-core processor or greater</li> <li>– x64 Architecture</li> <li>– 8 GB of Memory or more</li> <li>– 1x 1000 Mbps + NIC</li> <li>– 2x 1920x 1080 Display</li> <li>– 50 GB available space on the harddrive</li> <li>– 100+ Mbps &lt; 10ms latency of bandwidth</li> </ul> </li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• IT personnel (as needed)</li> <li>• System Administrator</li> </ul>

## Conduct Business Process Review and Planning

### Task Description

For RMS and JMS separately, 365Labs Business Analysts will assess the agency's communications, reporting methods, and general operations to understand how Client currently conducts business. These assessments will be conducted onsite in conjunction with the Kick-off meeting. The purpose is to identify processes the software configuration must accommodate as well as processes that will likely change for the 365Labs software to operate most effectively. 365Labs' Business Analyst will also work with Client staff to review current forms and identify possible changes for streamlining documents, forms, and daily operations in preparation for the new system installation.

365Labs' Business Analyst will conduct a pre-installation worksheet session including product demonstrations on most core system applications, as time permits. This session will give Client's project team an opportunity to develop an understanding of the 365Labs application and better understand tasks and responsibilities required for Go-live. This process will also facilitate the work of 365Labs and Client's project team during final acceptance and prepares Client system administrator(s) for tasks such as building the code tables and configuring system applications and settings.

### Deliverables

- 365Labs shall provide a written report identifying any deficiencies, changes, upgrades, etc. that it deems necessary for Client to adequately prepare for the successful installation and use of the system.

### Prerequisites

- Pre-implementation conference call.
- Kickoff.

### Completion Criteria

This task is complete once 365Labs concludes its observation of communications and general operations, conducts workflow and network analysis, and provides written report to Client.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Observe communications, reporting methods, and general operations.</li> <li>• Review current forms, identify changes, and assist in the design process.</li> <li>• Conduct workflow and network analysis to identify any pre-existing</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Allow 365Labs' Business Analyst to observe operations.</li> <li>• Make necessary changes to forms and documents.</li> <li>• Participate in workflow and network analysis, verify/validate any</li> </ul>

## Conduct Business Process Review and Planning

<p>conditions that may impede the ability to successfully install the system.</p> <ul style="list-style-type: none"> <li>• Provide written report identifying deficiencies following network analysis.</li> <li>• Review necessary functional requirements for all required project interfaces.</li> </ul>	<p>recommendations and make adjustments/upgrades as needed.</p> <ul style="list-style-type: none"> <li>• Submit change request(s) if necessary.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Business Analyst</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Project team (as assigned)</li> <li>• IT personnel</li> <li>• System Administrator</li> <li>• End users (as needed for observation activities)</li> </ul>



## Build Tentative Project Schedule

### Task Description

Prior to signing the Agreement, 365Labs and Client may have developed a preliminary project schedule typically between 12-18 months from kickoff to cutover. During this task, the Project Managers from 365Labs and Client, as well as Client personnel who make decisions regarding resource allocations or scheduling, will meet to review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. 365Labs' Project Manager will then update the schedule.

The project schedule will be further updated, as necessary, over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by 365Labs' Project Manager.

### Deliverables

- Tentative project schedule.

### Prerequisites

- Not applicable.

### Completion Criteria

This task is completed when the parties agree upon the tentative project schedule; approval shall not be unreasonably withheld or delayed.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Lead Client through a review of the project schedule during kickoff.</li> <li>• Update the project schedule.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Ensure personnel who can make resource allocation and scheduling decisions attend project schedule review.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Business Analyst</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• System Administrator</li> <li>• Department supervisors (as needed, for approving the schedule)</li> </ul>

## Hold Project Kickoff Meeting

### Task Description

365Labs will conduct a project kickoff meeting with Client's project team for both the RMS and JMS implementations simultaneously, unless separate tracks are desired as determined during the initial implementation process. This meeting will be conducted onsite, and is held to accomplish several objectives:

- Project team introductions and Client roundtable.
- Review the agreement and all project deliverables.
- Present 365Labs' project management methodology and approach.
- Review key roles and responsibilities.
- Review the project workshops, trainings, and key success factors.

### Deliverables

- Project kickoff meeting.
- Project management plan delivered via the Client portal.

### Prerequisites

- Signed agreement.

### Completion Criteria

This task is completed once 365Labs conducts the project kickoff meeting.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Conduct project kickoff meeting.</li> <li>• Provide materials on Client portal.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Provide information requested in checklists and completed needs analysis surveys.</li> <li>• Ensure project team attends project kickoff meeting.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project team</li> </ul>

## Conduct Entra (Active Directory) Sync Meeting

### Task Description

The foundation of 365™ Cloud Suite is strongly connected to Microsoft Entra (formerly Active Directory). Client must provide and acquire an Azure Tenant Identification (ID) for the 365Labs Cloud environment to work.

This meeting is to ensure the 365™ Security Groups are created in Azure from the provided Tenant ID. 365Labs will provide a script that does the following:

1. Creates an organizational unit on the On-prem AD.
2. Creates the 365™ Security Groups directly in Azure.

### Deliverables

- AD or AAD script.
- 365™ Security Groups.

### Completion Criteria

This task is completed once Client runs the provided script and confirms the 365™ Security Groups are available on the provided Tenant ID.

<b>365Labs</b>	<b>Client</b>
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Provide script.</li> <li>• Provide steps to run the script.</li> <li>• Ensure 365™ Security Groups are present on Azure Tenant ID.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Read CIS process &amp; AD script document.</li> <li>• Provide 365™ AAD Tenant ID.</li> <li>• Run script and perform consents.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Cloud Installation Services Engineer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Client IT</li> </ul>

## Conduct App Validation Meeting

### Task Description

365Labs' Project Manager will arrange a meeting to verify Client can log into the licensed applications in their staging environment.

### Deliverables

- Start365™ application.
- Confirmed Client access to applications.

### Prerequisites

- AD sync meeting.

### Completion Criteria

This task is completed once 365Labs confirms Client's access to the applications.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Provide Start365™ application.</li> <li>• Arrange meeting.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Log into provided applications.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project team</li> </ul>

## Configure NCIC, ANI/ALI, Livescan and Other External Interfaces

### Task Description

365Labs will install the NCIC interface. Client, however, is responsible for obtaining a State connection and obtaining Device IDs (Mnemonics) and ORIs. Should Client require assistance, 365Labs can help with the process. Together, 365Labs and Client will enter the ORI and Mnemonic information and test the connection.

365Labs will install and test all other external interfaces specified in the Agreement. (See the table below.) The development process for other interfaces will include programming, acceptance testing, and demonstrating to Client the successful completion of all included interfaces and software modifications, as set forth in the agreement.

### Deliverables

- Installation, configuration, and acceptance testing of NCIC, and Livescan interfaces.

### Prerequisites

- Completion of Interface Configuration Document (see example in Appendix A); completed by 365Labs in conjunction with Client.
- Completion of Preliminary Interface Requirements (see Appendix B); completed by third-party vendor with the assistance of the Client.
- Methods of connectivity defined.
- Contact information for all third-party vendors.

### Completion Criteria

This task is completed when 365Labs and Client have tested the NCIC, ANI/ALI interface, Livescan interface, and other external interfaces included in the agreement, and they are installed and working correctly in all material respects.

<b>Configure NCIC, ANI/ALI, Livescan and Other External Interfaces</b>	
<b>365Labs</b>	<b>Client</b>
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• NCIC Interface.</li> <li>• Install NCIC interface:               <ul style="list-style-type: none"> <li>– Work with Client to enter ORI and Mnemonic information.</li> <li>– Test NCIC interface.</li> </ul> </li> <li>• Other external interfaces:               <ul style="list-style-type: none"> <li>– Serve as prime contractor to develop interfaces.</li> <li>– Test and successfully demonstrate completion to Client.</li> </ul> </li> <li>• Update interface and system documentation, as necessary.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• NCIC Interface:               <ul style="list-style-type: none"> <li>– Obtain State connection.</li> <li>– Obtain Mnemonics/Device IDs and ORIs.</li> <li>– Work with 365Labs to enter ORI and Mnemonic information.</li> </ul> </li> <li>– Test NCIC interface.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Systems Engineer</li> <li>• Development (programmers)</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• IT department</li> <li>• Any applicable third-party vendors</li> <li>• System Administrator</li> </ul>

## List of Interfaces

- Tiburon CAD/Mobile Interface
  - One way Cloud based iBridge interface and Engine to enable get importable Incident data from Tiburon CAD to 365Labs RMS. Standard incident data fields available from 3<sup>rd</sup> party CAD typically include incident number, File no, officer(s), people, location(s), comments(s); RMS will populate the corresponding fields with available data from CAD.
- ACCESS/WACIC/NCIC Interface
  - Interface and NCIC Engine to ACCESS/WACIC/NCIC to conduct queries (person/vehicle/property lookups) and populate fields in RMS/CAD with returned data where available
- RAIN/LinX Interface
  - One way interface to allow submission of incident report data from RMS to LinX
    - The LinX interface includes incident and arrest information; Incident includes property and vehicles.
    - Daily updates include any additions, changes, or deletions made in any of the shared files to ensure sealed and expunged records are appropriately updated in LinX.
    - Files marked as confidential with limited access rights will not be shared with LinX until complete.
- Sector Interface
  - One way interface from Sector to RMS to receive data for citations, crash reports (with PDF diagrams), traffic warnings and DUI reports
- JBRS Interface
  - One way Cloud based iBridge interface and Engine for JMS to push arrest information (offender details, arrest, charges) from 365Labs to JBRS.
- Court System Interface
  - One-way interface to enable JMS to query DISCIS for case status. DISCIS to provide a Web service – json/xml based.
- eProsecutor Interface
  - Two-way interface to allow push of case information and supplementals from RMS to Prosecutor system and ability for RMS to receive disposition and requests for follow-up information from Prosecutor system.
- Permitium Interface
  - One way interface to allow RMS to query Permitium for the following permit data: Name, Address, License Number, Issue Data & Expiration date

- EvidenceOnQ Interface
  - The quoted LERMS project includes a site license to 365Labs' Evidence Control, including the Mobile Application. It should be clarified with the client if the EvidenceOnQ interface is still wanted/needed rather than migrating functionality/processes to 365Labs' Evidence package.
- Axon Video/DEM Interface
  - One way interface to send basic case information from RMS to evidence.com
- Getac Video/DEM Interface
  - One way interface to send basic case information from RMS to evidence.com
- VineLink Interface
  - One-way interface to upload booking information to VineLink and to push changes in inmate custody status
- LockDown Interface
  - Two-way interface to push booking information from JMS to Lockdown and receive inmate balance information in JMS
- LiveScan Interface
  - One-way interface from JMS to Livescan to push booking information, warrant and case numbers. Booking information that can be transmitted to LiveScan includes:
    - Arrest Information
    - Arresting agency, arrest date/time, arresting officer
    - Booking details
    - Booking number, booking agency, booking date/time, booking charges
    - Charge fields:
      - Doc control number, title, section, subsection, offense date, description, counts, degree
      - Inmate details
      - Name, mugshot, DOB, race, gender, ethnicity, hair color, eye color, height, weight, DL/State ID number, SSN, address, phone number, email, jacket number, DOC number
- OffenderWatch Interface
  - One way interface to allow RMS to query OffenderWatch for sex offender registration status
- ViaPath Interface
  - One way interface from JMS to ViaPath to allow push of inmate information to include inmate name, booking number, DOB, gender, and housing assignment



## Conduct Worksheet Sessions

### Task Description

Within two weeks of completing the business process review, 365Labs will conduct a remote worksheet session of approximately two (2) hours in duration with Client’s project team. A separate session will be held for both RMS and JMS. No limit is placed on the number of Client participants, but should include relevant subject matter experts (typically 3-5 in total).

Part of this training includes an overview of the purchased application. During the overview, 365Labs will demonstrate the functionality of the various applications and what information is needed in those worksheets.

### Deliverables

- Worksheet sessions.

### Prerequisites

- Staging environment is ready.
- Training room set up with internet connectivity.

### Completion Criteria

This task is completed once the Worksheets are complete and loaded on the system.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Worksheet sessions (system overview).</li> <li>• Demonstrate 365Labs applications.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Provide appropriately equipped location for training.</li> <li>• Ensure appropriate personnel attend session.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manger</li> <li>• RMS Business Analyst/Trainer</li> <li>• JMS Business Analyst/Trainer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project team</li> <li>• Trainer</li> </ul>

## Complete Data Conversion

### Task Description

Completion of data conversion process. 365Labs will perform four (4) runs for each product using the process detailed in the table below. Additional runs will be performed until signoff.

### Deliverables

- Source data mapped to 365™ database. (See data conversion scope in the following pages.)

### Prerequisites

- Client provides 365Labs with full access to source data.

### Completion Criteria

This task is completed once the Client's source data is mapped to the 365™ database, and verified with signature by customer.

365Labs	Client
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>• See table below.</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>• See table below.</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>• 365Labs Database Administrator</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Subject matter experts</li> </ul>

Phases / Tasks	365Labs Task Details	Client Task Details
<b>Data Access Requirements</b>		Client will provide access to the in-scope legacy databases using one of the methods in the Data Access Requirement document/appendix to be provided by 365Labs.
<b>Pricing</b>	Based on 365Labs evaluation of the data as described above, an official quote has been provided.	Client will review the official quote and review with 365Labs as needed.

<p><b>Scoping/Mapping</b></p>	<p>365Labs will lead the data conversion effort:</p> <ul style="list-style-type: none"> <li>• Map field-by-field mapping, and convert data based on their schema into the appropriate database.</li> <li>• Provide the latest conversion data dictionary / data structure to the Client.</li> <li>• Offer documentation and provide 365Labs product knowledge.</li> </ul>	<p>The Client, led by the Application Development team, will provide 365Labs with the latest legacy data layouts/schema, test data and pertinent notes regarding the data and structure.</p> <p>The Client, led by the LERMS data validation team, will work with 365Labs to verify fields align and are mapped correctly. Map the following legacy reference values to 365Labs reference values prior to conversion into 365Labs:</p> <ul style="list-style-type: none"> <li>• Attributes</li> <li>• Offense Codes</li> <li>• Name Report Links</li> <li>• Report Permissions</li> <li>• Name Associations / Relationships             <ul style="list-style-type: none"> <li>○ Vehicles</li> <li>○ Property</li> <li>○ Reports (Arrests)</li> </ul> </li> <li>• Property Chain Event Types</li> <li>• Property Storage Locations</li> </ul>
<p><b>Development</b></p>	<p>365Labs will lead the development effort:</p> <ul style="list-style-type: none"> <li>• Provide ETL scripting and services as required.</li> <li>• Work with Client to develop ETL (Extract, Transform, Load) scripts to convert the data from the legacy system(s) to 365Labs.</li> </ul>	<p>The Client, led by the App Dev team, will assist 365Labs with ETL services, as required.</p>
<p><b>Load</b></p>	<p>365Labs will load data into the 365Labs application.</p>	<p>The Client, led by the App Dev team and 365Labs, will work together to determine the migration format for the extracted legacy data.</p>

<b>Validation</b>	<p>365Labs will:</p> <ul style="list-style-type: none"> <li>• Perform test conversions into a tenant Client can access as specified in the Implementation Plan</li> <li>• Provide the Entity Count Validation document after every conversion round with the following counts provided: <ul style="list-style-type: none"> <li>○ Count of records in the Migration database(s).</li> <li>○ Count of records in the 365Labs database.</li> </ul> </li> <li>• Correct valid bugs and make mapping change requests until the Data Migration Sign Off criteria delivered in connection with this SOW are met: <ul style="list-style-type: none"> <li>○ 365Labs will not perform data cleansing activities to correct data quality issues in the legacy database(s) of Client.</li> </ul> </li> </ul>	<p>The Client will:</p> <ul style="list-style-type: none"> <li>• Provide Entity Count Validation Legacy database(s) counts after every conversion round.</li> <li>• Perform field-level validation on the converted data.</li> <li>• Perform functionality validation on the converted data by performing test workflows on the converted data.</li> <li>• Log bugs and mapping change requests found during converted data validation.</li> </ul>
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### Data Conversion Scope

- Up to 20 years of data from two databases per the quote.
- Depending upon complexity and encryption or general quality of data, price may vary from original quote.
- All data may not be importable.
- The number of fields to be imported is not limited by count but is dependent on their compatibility with 365Labs system schema. Fields that cannot be directly mapped to the existing table schema may not be importable.
- May result in multiple records for the same entity.

- All MASTER PEOPLE data import from two databases per the quote.
- All MASTER ADDRESSES data import from two databases per the quote.
- All MASTER VEHICLES data import from two databases per the quote.
- All MASTER PROPERTY data import from two databases per the quote.
- All REPORTS data import from two databases per the quote.
- All INMATES data import from two databases per the quote.
- All BOOKINGS data import from two databases per the quote.
- All child tables which have a corresponding child table in 365 system will be imported inter-table relationships or child entities/objects will be imported if data dictionary is available.
- Known mime types and unencrypted attachments to be imported.
- All data elements without descriptors will be imported into the comments field.
- Transactions, Audit and History data may not be importable.
- Best effort import of all rich text or hybrid field data.

## Conduct Application Workshop Sessions

### Task Description

365Labs will conduct the separate, remote Workshop Sessions for RMS and JMS:

- 365Labs application administration (four 2- to 4-hour remote sessions)
- Module-specific training, as appropriate

Application workshop sessions include training on how to set up, enter, and administer the operational and administrative code tables. Following training, Client will be responsible for entering and maintaining the code tables. Client must enter data into the code tables before user training begins. 365Labs will also provide training on setting the correct personnel to their respective 365 roles to access the applications they need.

### Deliverables

- Application workshop sessions.

### Prerequisites

- 365Labs application installation.
- Worksheet sessions.

### Completion Criteria

This task is completed when 365Labs has provided the application workshop sessions.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• System administrator workshops.</li> <li>• Application administration workshops.</li> <li>• Code table setup workshops.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Provide properly equipped location for training.</li> <li>• Ensure appropriate personnel attend training.</li> <li>• Enter and maintain code tables.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Business Analyst/Trainer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager (as needed)</li> <li>• Project team</li> <li>• System Administrator</li> <li>• IT personnel</li> <li>• Department managers (as needed for code tables decisions)</li> </ul>

## Conduct Functional Acceptance Testing Sessions

### Task Description

365Labs' Business Analyst will conduct an application functional acceptance test (FAT) session remotely, separately for RMS and JMS, which consists of walking Client through 5-10 test cases to ensure Client understands the process. Once the initial walkthrough concludes, Client is expected to complete the remaining test cases with the project team and subject matter experts (SMEs) within the next two weeks. Client will return the results to the Business Analyst and walk through any failed test cases or any misunderstood test cases.

Prior to user training, 365Labs' Business Analyst and Client's SMEs will ensure the system is ready for training following the results of the FAT document Client returns.

### Deliverables

- FAT test case document and pass/fail matrix template.
- Conduct 5-10 test cases with Client over a remote session (approximately 2 hours).

### Prerequisites

- 365Labs application installation.
- Worksheets and code table build.
- Application workshops complete.

### Completion Criteria

This task is completed when the test case document has been complete and returned to the Business Analyst to review and go over with Client any failed or misunderstood test cases.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Provide test case document and pass/fail matrix template.</li> <li>• Walk through 5-10 test cases with customer to ensure understanding of the document.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Complete test case document along with pass/fail matrix guide within two weeks of initial walkthrough with 365Labs' Business Analyst.</li> </ul> <p>Note: 365Labs project and Implementation resources &amp; consulting will be available throughout the life of project implementation.</p>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Business Analyst</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project team</li> <li>• Application SMEs</li> <li>• System Administrators</li> </ul>

## Conduct System Administration Training

### Task Description

365Labs will conduct remote system administration training with Client's System Administrator and SMEs. This will be a 2-4-hour session to ensure the administration of the application is well understood. This will mainly be a refresher for those present at the worksheet and workshop sessions.

### Deliverables

- System administration training.

### Prerequisites

- Functional testing completed.
- Worksheets and workshops completed.

### Completion Criteria

This task is completed when 365Labs has provided System Administration training with Client.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Provide System Administration Training to Client.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Provide training facilities and equipment.</li> <li>• Ensure appropriate personnel attend.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Business Analyst/Trainer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• System Administrators</li> <li>• Project Team</li> <li>• Subject Matter Experts</li> <li>• Typically 5-10, but no more than 15 individuals</li> </ul>



## Conduct Train-The-Trainer Training

### Task Description

365Labs will conduct onsite train-the-trainer training for both RMS & JMS with Client's System Administrators and SMEs who will, in turn, conduct internal training with their staff's end users. Depending on the application, this will typically be scheduled for four 4-hour sessions remotely. (Additional onsite training can be purchased.)

Note: The hours or days listed on the contract also include workshops/setup & Go-live hours, which are not all towards train-the-trainer training.

Training Class & Description	Recommended # of Participants per Class	Recommended Personnel to Attend	Hrs.
<b>RMS (Reporting &amp; Records Management)</b>			
<b>Field Reporting</b> <ul style="list-style-type: none"> <li>• Features/functionality</li> <li>• How to create, review, &amp; submit reports (incident, arrest, field interview, etc.)</li> <li>• RMS mobile app</li> <li>• IBR best practices</li> </ul>	up to 20	<ul style="list-style-type: none"> <li>• Field officers</li> <li>• Supervisors</li> </ul>	16
<b>RMS – Records Basics</b> Overview of Records Room module including person, vehicle, locations, property & events, batch reporting <ul style="list-style-type: none"> <li>• Sealing &amp; expungements</li> <li>• How to create and modify records</li> </ul>	10-15	All records personnel	4
<b>RMS Incidents/Cases</b> <ul style="list-style-type: none"> <li>• Incident/Case creation, updates, and edits</li> <li>• Case property &amp; arrests</li> <li>• Standard reports</li> </ul>	10-15	Officers	4
<b>RMS Arrests</b> <ul style="list-style-type: none"> <li>• Searching arrest reports</li> </ul>	10-15	All records personnel	2

<b>RMS Property/Evidence Basics</b> <ul style="list-style-type: none"> <li>• Entry of property/evidence</li> <li>• Searching &amp; editing</li> </ul>	10-15	Records personnel & officers who handle property/evidence	2
<b>Evidence Control</b> <ul style="list-style-type: none"> <li>• Property/Evidence intake &amp; management</li> <li>• Tracking, barcodes/labels and chain of custody</li> </ul>	10-15	Records personnel & officers who handle property/evidence	2
<b>RMS Case Management</b> <ul style="list-style-type: none"> <li>• Managing case assignments, tracking, updating</li> <li>• Case activity tracking</li> <li>• Case Management reports &amp; dashboards</li> </ul>	10-15	Investigations division	2
<b>RMS Tow Management</b> <ul style="list-style-type: none"> <li>• Managing Tow reports</li> <li>• Documenting Wrecker companies, locations, driver &amp; vehicle information</li> </ul>	10-15	Records Personnel & Officers that handle Tow information & reporting	2
<b>RMS Citations/Tickets</b> <ul style="list-style-type: none"> <li>• Entry, editing, printing &amp; voiding citations</li> <li>• Citations search</li> <li>• Citation reports &amp; dashboards</li> </ul>	10-15	Records personnel & traffic/patrol division	2
<b>RMS Warrants</b> <ul style="list-style-type: none"> <li>• Entry, editing &amp; searching warrants</li> <li>• Warrants reports</li> </ul>	10-15	Records personnel	2
<b>RMS IBR</b> <ul style="list-style-type: none"> <li>• NIBRS/State IBR submission</li> </ul>	10-15	Records personnel	2

<b>NCIC</b> <ul style="list-style-type: none"> <li>• People searches &amp; options</li> <li>• Guns &amp; article searching</li> <li>• Vehicles &amp; boats</li> </ul>	10-15	Records and Dispatch supervisors	2
<b>Inventory</b> <ul style="list-style-type: none"> <li>• Adding Inventory items</li> <li>• Creating POs</li> <li>• Edit incoming and receiving items</li> </ul>	10-15	Records & others who maintain inventory	2
<b>Personnel Time and Training (PTT)</b> <ul style="list-style-type: none"> <li>• Managing &amp; maintaining personnel information</li> <li>• Saving documents for personnel</li> <li>• Managing &amp; maintaining K9 and associated handlers</li> </ul>	10-15	Administrators	2
<b>Citizen Portal</b> <ul style="list-style-type: none"> <li>• User registration</li> <li>• Modules access &amp; overview</li> <li>• Module trainings</li> </ul>	5-10	Administrators & IT	2
<b>Permits</b> <ul style="list-style-type: none"> <li>• How to add permits into the system</li> <li>• Maintaining and managing records</li> <li>• Reporting</li> </ul>	10-15	Records & users that manage Permits	4
<b>Civil</b> <ul style="list-style-type: none"> <li>• Service of legal documents</li> <li>• Document management</li> <li>• Case tracking &amp; reporting</li> </ul>	10-15	Records, officers & other users that manage civil papers	24

<b>Jail Management System</b>			
<b>JMS – Basics + Jackets</b> Overview of the system design and functionality and global jackets	10-15	All corrections personnel	8
<b>JMS – Booking/Intake</b> Overview of booking processes including: <ul style="list-style-type: none"> <li>• Pre-booking/pre-release qualification</li> <li>• Booking from e-arrest</li> <li>• Booking checklist &amp; processes (ID, housing, classification, etc.)</li> </ul>	10-15	Booking officers	16
<b>JMS – Releases</b> Inmate release processes	10-15	Booking officers	4
<b>JMS – Booking Management</b> Managing bookings after inmate is initially housed: <ul style="list-style-type: none"> <li>• Transferring housing</li> <li>• Court hearing scheduling</li> <li>• Classification changes</li> <li>• Work release</li> <li>• Release dates</li> </ul>	10-15	Correctional officers for housing and classifications	8
<b>JMS Housing Events</b> <ul style="list-style-type: none"> <li>• Inmate housing</li> <li>• Moves</li> <li>• Visitation</li> <li>• Event tracking</li> <li>• Inmate activity logs</li> <li>• Correctional officer logs</li> </ul>	10-15	Correctional officers for housing	4
<b>JMS – Incidents</b> Tracking of incidents within the facility (fights, damage to property, violations, etc.)	10-15	Corrections officers	2
<b>JMS – Finance &amp; Billing</b> <ul style="list-style-type: none"> <li>• Billing agencies</li> <li>• Charges for inmates</li> </ul>	10-15	Financial/billing staff	2

<ul style="list-style-type: none"> <li>Financial reports</li> </ul>			
<b>JMS – Inmate Programs</b> Tracking of programs within the facility (GED courses, AA classes, etc.)	10-15	Corrections program manager	1
<b>JMS – Notifications &amp; Alerts</b> <ul style="list-style-type: none"> <li>Tracking daily data entries that require special attention</li> <li>Alert entry/flags</li> <li>Updating inmates that may be a danger to themselves/others</li> </ul>	10-15	All corrections officers & staff	2
<b>JMS – Reports</b> Overview of built-in system reports, how to generate, etc.	10-15	Corrections supervisors	2
<b>JMS – Advanced Reporting &amp; Data Analysis</b> Creating custom reports and dashboards using JMS data in Power BI	10-15	Corrections supervisors who require specialty reports	4

**Deliverables**

- Train-the-trainer training.

**Prerequisites**

- Functional testing completed.
- Worksheets and workshops complete.
- System administration training completed.

**Completion Criteria**

This task is completed when 365Labs has provided train-the-trainer training with Client.

<b>365Labs</b>	<b>Client</b>
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>Provide train-the-trainer training to Client.</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>Provide training facilities and equipment.</li> <li>Ensure appropriate personnel attend.</li> </ul>

**Required Staff**

- Business Analyst/Trainer

**Required Staff**

- System Administrators
- Project team
- Subject matter experts
- No more than 20 representatives

## Cutover to Live Operation

### Task Description

365Labs' Business Analyst, Trainers, and Project Manager will be remote to assist Client with cutover to live operation (Go-live). (Onsite assistance can be arranged according to trips purchased on the sales contract.)

This project includes two (2) onsite individuals beginning on the Go-live date for three (3) contiguous days for both RMS & JMS. Go-live dates are typically scheduled on Tuesdays.

On the day of cutover to live operation, 365Labs will facilitate a Go-live kickoff meeting to ensure that all tasks are completed and involved Client personnel are prepared for their roles during and post-cutover.

After cutover, 365Labs' Business Analyst and Trainers will assist Client personnel with the initial live database entry, providing guidance and training as needed. The Business Analyst and Trainers will troubleshoot live database problems that may occur and make minor configuration modifications as Client makes initial database entries and enacts entire work processes in the live environment.

365Labs' Business Analyst and Trainers will hold meetings at the beginning and end of each workday to discuss concerns and issues that arise.

Client's System Administrators, project team, and other "supervisory users" will also be present to provide guidance to Client personnel who need additional assistance. Client personnel are free to ask questions. The System Administrators, project team, and other supervisory users should report issues and concerns they encounter to 365Labs' Business Analysts, Trainers, and Project Manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

### Deliverables

- Three (3) 365Labs personnel will be onsite for Go-live assistance, which may include the designated Business Analyst, Trainers, and/or the Project Manager.

### Prerequisites

- Completion of all previous tasks.

### Hours

- 8:00 a.m. – 5:00 p.m. for Business Analyst and Project Manager. 365Labs will cover swing shifts with Trainers as necessary.

## Cutover to Live Operation

### Completion Criteria

This task is completed once live operations of the entire system have commenced and the other tasks described above been completed.

### Acceptance Criteria

“Acceptance” means that the Client has accepted in writing that the Software is performing in accordance with the software’s documentation. Within forty-five (45) days of the Go-live date, Client presents 365Labs with a written list of defects, which must be corrected before Acceptance, except for errors Client deems to be minor or inconsequential in its sole discretion. Following correction of such defects, Acceptance shall not be unreasonably withheld. If no defects are reported within 45 days of the Go-live date, the Software is deemed accepted by the Client. The parties acknowledge that Acceptance does not override the warranty and support terms. To note, 365Labs utilizes an existing acceptance criteria form that is then customized per client product mix, which must be signed off on by the Client.

365Labs	Client
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Facilitate Go-live kickoff meeting (first day of Go-live).</li> <li>• Assist with initial live database entry.</li> <li>• Observe operations and troubleshoot live database problems.</li> <li>• Make minor modifications, as needed.</li> <li>• Work one-on-one with individuals needing extra assistance.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Ensure appropriate personnel attend Go-live kickoff meeting.</li> <li>• Provide guidance to individuals who need extra assistance.</li> <li>• Relay issues and concerns to 365Labs after initial troubleshooting with Client's System Administrators.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Business Analyst</li> <li>• Trainers</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• All employees (end users)</li> </ul>



## Review Transition Plan Document

### Task Description

Transition Plan document will be provided with details on everything purchased, including interfaces. A signature line is provided for Client to accept that the software is operational as promised. Following Go-live, the 365Labs Implementation Team will transfer ongoing responsibility to 365Labs' Support Team. Client's primary point of contact will transition from the Project Manager to the designated Account Manager. The 365Labs Implementation Team will introduce the support team and support system during installation, with a hand-off to occur at Go-live.

### Deliverables

- 365Labs' review and submission of the Transition Plan to the Client project team; (see Appendix C).

### Prerequisites

- Completion of cutover and all deliverables.

### Completion Criteria

This task is complete once the Transition Plan has been presented and sent to the agency for signature.

<b>365Labs</b>	<b>Client</b>
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>• Deliver Transition Plan.</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>• Ensure appropriate personnel attend.</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Project Manager</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Project team</li> </ul>

## Perform Site Audit and Analysis

### Task Description

Approximately one month after cutover to live operation, a 365Labs Business Analyst or Trainer will be remote to observe how Client personnel are using the RMS and JMS applications, separately. The Business Analyst or Trainer will be available to answer any follow up questions and provide additional training to enhance user capabilities, showing users alternative ways to use the System.

### Deliverables

- Remote analysis and training for up to three 4-hour sessions.

### Prerequisites

- Go-live operations.

### Completion Criteria

This task is completed once the 365Labs Business Analyst or Trainer has conducted site audit and analysis.

365Labs	Client
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>• Answer follow-up questions.</li> <li>• Show users alternative ways to use the system, if needed.</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>• Communicate questions or concerns.</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Business Analyst</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Applicable staff</li> </ul>

### Major Milestones

- Hold project kickoff meeting.
- Conduct Active Directory sync meeting with Client IT.
- Install core 365™ application and confirm Client can access their environment.
- Configure NCIC, LiveScan, and other internal interfaces (as specified in the contract).
- Conduct application workshop sessions.
- Conduct system administration training.
- Conduct train-the-trainer training.
- Cutover to live operations.

<b>Year 1 Payment Milestones</b>	
<b>Contract Signing</b>	20% Professional Services (Implementation & Training) & 100% of Hardware. Initial payment must be received by 365Labs before proceeding.
<b>Kick Off</b>	0% Professional Services
<b>Cloud/On-Prem Staging Environment Ready to Login</b>	10% Professional Services
<b>Cloud/On-Prem Staging Environment Ready to Login</b>	Annual SaaS Subscription Begins – 50% Year 1 Payment
<b>Training Complete</b>	30% of Professional Services
<b>Sign off for Go-Live</b>	20% of Professional Services
<b>Go-Live</b>	Annual SaaS Subscription – 50% Year 1 Payment 30-Day Customer Reliability – 20% of Professional Services

## 365Labs Privacy Statement

### 365Labs Privacy Statement

Your privacy is important to us. This privacy statement explains the personal data 365Labs processes, how 365Labs processes it, and for what purposes. 365Labs offers a wide range of products, including server products used to help operate enterprises worldwide, devices you use in your home, software, and services developers use to create and host what's next. References to 365Labs products in this statement include 365Labs services, websites, apps, software, servers, and devices. Please read the product-specific details in this privacy statement, which provide additional relevant information. This statement applies to the interactions 365Labs has with you and the 365Labs products listed below, as well as other 365Labs products that display this statement.

### Personal data we collect

365Labs collects data from you, through our interactions with you and through our products. You provide some of this data directly, and we get some of it by collecting data about your interactions, use, and experiences with our products. The data we collect depends on the context of your interactions with 365Labs and the choices you make, including your privacy settings and the products and features you use. We also obtain data about you from third parties.

If you represent an organization, such as a business or school, that utilizes Enterprise and Developer Products from 365Labs, please see the Enterprise and developer products section of this privacy statement to learn how we process your data. If you are an end user of a 365Labs product or a 365Labs account provided by your organization, please see the Products provided by your organization and the 365Labs account sections for more information.

You have choices when it comes to the technology you use and the data you share. When we ask you to provide personal data, you can decline. Many of our products require some personal data to provide you with a service. If you choose not to provide data required to provide you with a product or feature, you cannot use that product or feature. Likewise, where we need to collect personal data by law or to enter into or carry out a contract with you, and you do not provide the data, we will not be able to enter into the contract; or if this relates to an existing product you're using, we may have to suspend or cancel it. We will notify you if this is the case at the time. Where providing the data is optional, and you choose not to share personal data, features like personalization that use such data will not work for you.

## How we use personal data

365Labs uses the data we collect to provide you with rich, interactive experiences. In particular, we use data to:

- Provide our products, which includes updating, securing, and troubleshooting, as well as providing support. It also includes sharing data, when it is required to provide the service or carry out the transactions you request.
- Improve and develop our products.
- Personalize our products and make recommendations.
- Advertise and market to you, which includes sending promotional communications, targeting advertising, and presenting you with relevant offers.
- We collect data about how users interact with our product. This includes data such as access dates and times, app features or pages viewed, app crashes and other app activity, and third-party sites or services used before interacting with our services. In some cases, we collect this data through cookies, pixels, tags, and similar tracking technologies that create and maintain unique identifiers.
- We may collect data about the devices used to access our services, including the hardware models, device IP address, operating systems and versions, software, preferred languages, unique device identifiers, advertising identifiers, serial numbers, device motion data, and mobile network data.
- **Audio recordings:** In certain jurisdictions, and where permitted by law, users can give voice command and record the audio to interact with the application. Recordings are encrypted and stored on user's devices within the app.
- **Location's data:** 365Labs collects this data when the app is running in the foreground (app open and on-screen) or background (app open but not on-screen) of their mobile device. We collect precise or approximate location data from app user's mobile device if they enable us to do so. 365Labs collects this data from the time, the app is running in the foreground of their mobile device. We use this data to enhance your use of our apps. This enables us to offer services to the user like customer support.

We also use the data to operate our business, which includes analyzing our performance, meeting our legal obligations, developing our workforce, and doing research.

In carrying out these purposes, we combine data we collect from different contexts (for example, from your use of two 365Labs products) or obtain from third parties to give you a more seamless, consistent, and personalized experience, to make informed business decisions, and for other legitimate purposes.

Our processing of personal data for these purposes includes both automated and manual (human) methods of processing. Our automated methods often are related to and supported by our manual methods. For example, our automated methods include artificial intelligence (AI), which we think of as a set of technologies that enable computers to perceive, learn, reason, and

assist in decision-making to solve problems in ways that are similar to what people do. To build, train, and improve the accuracy of our automated methods of processing (including AI), we manually review some of the predictions and inferences produced by the automated methods against the underlying data from which the predictions and inferences were made. For example, we manually review short snippets of a small sampling of voice data we have taken steps to de-identify to improve our speech services, such as recognition and translation.

### Reasons we share personal data

We share your personal data with your consent or to complete any transaction or provide any product you have requested or authorized. We also share data with 365Labs-controlled affiliates and subsidiaries; with vendors working on our behalf; when required by law or to respond to legal process; to protect our customers; to protect lives; to maintain the security of our products; and to protect the rights and property of 365Labs and its customers.

### How to access and control your personal data

You can also make choices about the collection and use of your data by 365Labs. You can control your personal data that 365Labs has obtained, and exercise your data protection rights, by contacting 365Labs or using various tools we provide. In some cases, your ability to access or control your personal data will be limited, as required or permitted by applicable law. How you can access or control your personal data will also depend on which products you use. For example, you can:

- Control the use of your data for interest-based advertising from 365Labs by visiting our opt-out page.
- Choose whether you wish to receive promotional emails, SMS messages, telephone calls, and postal mail from 365Labs.
- Access and clear some of your data through the 365Labs privacy dashboard.

Not all personal data processed by 365Labs can be accessed or controlled via the tools above. If you want to access or control personal data processed by 365Labs that is not available via the tools above or directly through the 365Labs products you use, you can always contact 365Labs at the address in the How to contact us section or by using our web form.

We provide aggregate metrics about user requests to exercise their data protection rights via the 365Labs Privacy Report.

### Cookies and similar technologies

Cookies are small text files placed on your device to store data that can be recalled by a web server in the domain that placed the cookie. We use cookies and similar technologies for storing and honoring your preferences and settings, enabling you to sign in, providing interest-based advertising, combating fraud, analyzing how our products perform, and fulfilling other legitimate purposes. 365Labs apps use additional identifiers, such as the advertising ID in Windows described in the Advertising ID section of this privacy statement, for similar purposes.

We also use “web beacons” to help deliver cookies and gather usage and performance data. Our websites may include web beacons, cookies, or similar technologies from third-party service providers.

You have a variety of tools to control the data collected by cookies, web beacons, and similar technologies. For example, you can use controls in your internet browser to limit how the websites you visit are able to use cookies and to withdraw your consent by clearing or blocking cookies.

### Products provided by your organization—notice to end users

If you use a 365Labs product provided by an organization you are affiliated with, such as an employer or school, and you use your work or school account to access that 365Labs product, that organization can:

- Control and administer your 365Labs product and product account, including controlling privacy-related settings of the product or product account.
- Access and process your data, including the interaction data, diagnostic data, and the contents of your communications and files associated with your 365Labs product and product accounts.

If you lose access to your work or school account (in event of change of employment, for example), you may lose access to products and the content associated with those products, including those you acquired on your own behalf, if you used your work or school account to sign in to such products.

Many 365Labs products are intended for use by organizations, such as schools and businesses. Please see the Enterprise and developer products section of this privacy statement. If your organization provides you with access to 365Labs products, your use of the 365Labs products is subject to your organization’s policies, if any. You should direct your privacy inquiries, including any requests to exercise your data protection rights, to your organization’s administrator. When you use social features in 365Labs products, other users in your network may see some of your activity. To learn more about the social features and other functionality, please review documentation or help content specific to the 365Labs product. 365Labs is not responsible for the privacy or security practices of our customers, which may differ from those set forth in this privacy statement.

When you use a 365Labs product provided by your organization, 365Labs’s processing of your personal data in connection with that product is governed by a contract between 365Labs and your organization. 365Labs processes your personal data to provide the product to your organization and you, and for 365Labs’s legitimate business operations related to providing the product as described in the Enterprise and developer products section. As mentioned above, if you have questions about 365Labs’s processing of your personal data in connection with providing products to your organization, please contact your organization. If you have questions about 365Labs’s legitimate business operations in connection with providing products to your

organization, please contact 365Labs as described in the How to contact us section. For more information on our legitimate business operations, please see the Enterprise and developer products section.

For 365Labs products provided by your organization, 365Labs will:

- not collect or use student personal data beyond that needed for authorized educational or school purposes;
- not sell or rent student personal data;
- not use or share student personal data for advertising or similar commercial purposes, such as behavioral targeting of advertisements to students;
- not build a personal profile of a student, other than for supporting authorized educational or school purposes or as authorized by the parent, guardian, or student of appropriate age; and
- require that our vendors with whom student personal data is shared to deliver the educational service, if any, are obligated to implement these same commitments for student personal data.

### Other important privacy information

Below you will find additional privacy information, such as how we secure your data, where we process your data, and how long we retain your data. You can find more information on 365Labs and our commitment to protecting your privacy at 365Labs Privacy.

#### **Product-specific details:**

Enterprise and developer products

Enterprise and Developer Products are 365Labs products and related software offered to and designed primarily for use by organizations and developers. They include:

- Cloud services, referred to as Online Services in the 365Labs Online Services Terms (OST), such as Office 365, 365Labs Azure for which an organization (our customer) contracts with 365Labs for the services ("Enterprise Online Services").
- Other enterprise and developer cloud-based services.
- Server, developer, and hybrid cloud platform products, such as Windows Server, SQL Server, Visual Studio, System Center, Azure Stack and open source software like Bot Framework solutions ("Enterprise and Developer Software").
- Appliances and hardware used for storage infrastructure.
- Professional services referred to in the OST that are available with Enterprise Online Services, such as onboarding services, data migration services, data science services, or services to supplement existing features in the Enterprise Online Services.



***In the event of a conflict between this 365Labs privacy statement and the terms of any agreement(s) between a customer and 365Labs for Enterprise and Developer Products, the terms of those agreement(s) will control.***

***You can also learn more about our Enterprise and Developer Products' features and settings, including choices that impact your privacy or your end users' privacy, in product documentation.***

If any of the terms below are not defined in this Privacy Statement or the OST, they have the definitions below.

**General.** When a customer tries, purchases, uses, or subscribes to Enterprise and Developer Products, or obtains support for or professional services with such products, 365Labs receives data from you and collects and generates data to provide the service (including improving, securing, and updating the service), conduct our legitimate business operations, and communicate with the customer. For example:

- When a customer engages with a 365Labs sales representative, we collect the customer's name and contact data, along with information about the customer's organization, to support that engagement.
- When a customer interacts with a 365Labs support professional, we collect device and usage data or error reports to diagnose and resolve problems.
- When a customer pays for products, we collect contact and payment data to process the payment.
- When 365Labs sends communications to a customer, we use data to personalize the content of the communication.
- When a customer engages with 365Labs for professional services, we collect the name and contact data of the customer's designated point of contact and use information provided by the customer to perform the services that the customer has requested.

The Enterprise and Developer Products enable you to purchase, subscribe to, or use other products and online services from 365Labs or third parties with different privacy practices, and those other products and online services are governed by their respective privacy statements and policies.

### **Productivity and communications products**

Productivity and communications products are applications, software, and services you can use to create, store, and share documents, as well as communicate with others.

### **Search, 365Labs Edge, and artificial intelligence**

Search and artificial intelligence products connect you with information and intelligently sense, process, and act on information—learning and adapting over time.

### 365Labs California Consumer Privacy Act. Addendum

This Addendum supplements the information contained in the 365Labs Privacy Policy and applies to Website visitors, Customers, Users, Registrants, End Users, Affiliates and other individuals (incl. households) who are residents of the State of California, USA (“consumer”, “you”, “your”).

For avoidance of doubt, the term “data subject” used in the Privacy Policy shall correspond to the term “consumer” used herein and the term “personal data” in the Privacy Policy shall be equivalent to the term “personal information” used herein. All other terms which are not explicitly defined in this Addendum shall have the meaning as set forth in the Privacy Policy.

This Addendum is drafted in compliance with the California Consumer Privacy Act (“CCPA”) and other relevant California privacy laws and its purpose is to provide additional privacy disclosures and to inform you of your additional rights as a California resident.

### Categories of Personal Information Collected

We collect information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer (“personal information”), depending on the Services used:

- Identifiers (like your name, contact information, and device and online identifiers);
- Commercial information (your billing information and purchase history, for example);
- Internet or other electronic network activity information.
- Geolocation data (such as your location based on your IP address).
- Audio, electronic, visual or similar information (such as your profile picture, if you uploaded one).
- Professional or employment-related information
- Inferences we make (such as likelihood of retention or attrition).

Apart from you, being the main source of information we collect about you, we may also collect personal information from publicly accessible sources and/or third parties, such as our affiliates, trusted partners, including but not limited to marketing, advertising, security service providers, etc. You can find more information about what we collect and sources of that information in the Personal data we collect section of the Privacy Policy.

We collect personal information for the business and commercial purposes described in the How We Use Personal Data section of the Privacy Policy.

We may disclose and share personal information to categories of third parties as set forth in the Reasons we share personal data section of the Privacy Policy.

## Sharing Information

We may share information about you in limited circumstances, and with appropriate safeguards on your privacy.

- **Third-party vendors:** We may share information about you with third-party vendors who need the information in order to provide their services to us. This includes vendors that help us provide our Services to you (like vendors who process your credit and debit card information to make transaction, payment providers, cloud storage services, customer chat and email support services that help us communicate with you, registrars, registries); those that assist us with our marketing efforts (e.g., by providing tools for identifying a specific marketing target group or improving our marketing campaigns, and by placing ads to market our services); those that help us understand and enhance our Services (like analytics providers); who may need information about you in order to, for example, provide technical or other support services to you. We require vendors to agree to privacy commitments in order to share information with them.
- **Legal and regulatory requirements:** We may disclose information about you in response to a subpoena, court order, or other governmental request.
- **Business transfers:** In connection with any merger, sale of company assets, or acquisition of all or a portion of our business by another company, user information would likely be one of the assets that is transferred or acquired by a third party. If any of these events were to happen, this Privacy Policy would continue to apply to your information and the party receiving your information may continue to use your information, but only consistent with this Privacy Policy.
- **With your consent:** We may share and disclose information with your consent or at your direction. For example, we may share your information with third parties when you authorize us to do so.
- **Aggregated or de-identified information:** We may share information that has been aggregated or de-identified, so that it can no longer reasonably be used to identify you. For instance, we may publish aggregate statistics about the use of our Services or share a hashed version of your email address to facilitate customized ad campaigns on other platforms.
- **Published support requests:** If you send us a request for assistance (for example, via a support email or one of our other feedback mechanisms), we reserve the right to publish that request in order to clarify or respond to your request, or to help us support other users.

## Selling information

365Labs does not sell our users' data. We aren't a data broker, we don't sell your personal information to data brokers, and we don't sell your information to other companies.

## Consumer rights under the CCPA

If you are a California resident, you have additional rights under the CCPA, subject to any exemptions provided by the law, including the right to:

- Request to know the categories of personal information we collect, the categories of business or commercial purpose for collecting and using it, the categories of sources from which the information came, the categories of third parties we share it with, and the specific pieces of information we collect about you.
- Request deletion of personal information we collect or maintain.
- Opting out of any sale of personal information; and
- Not receive discriminatory treatment for exercising your rights under the CCPA.

## Contacting Us About These Rights

As per the CCPA 365Labs shall take into consideration the following requirements when answering a consumer's request:

- The consumer shall place a verifiable consumer request. 365Labs is not obliged to provide information to the consumer if it cannot verify that the consumer making the request is the consumer about whom 365Labs has collected information or is a person authorized by the consumer to act on consumer's behalf;
- 365Labs is obliged to provide the required information no more than twice in 12 (twelve) months;
- The provision of information by 365Labs is generally free of charge;
- 365Labs shall provide the required information within 45 (forty-five) days of receiving the consumer's request. The time period to provide the required information may be extended once by an additional 45 (forty-five) days when reasonably necessary, and upon notification to the consumer. The disclosure shall cover the 12-month period preceding the receipt of the verifiable consumer request and shall be made in writing and delivered through the consumer's Client Area, if the consumer maintains an account with us, or by mail or electronically at the consumer's option if the consumer does not maintain an account with us, in a readily useable format that allows the consumer to transmit this information from one entity to another without hindrance. 365Labs may require authentication of the consumer that is reasonable in light of the nature of the personal information requested, but shall not require the consumer to create an account in order to make a verifiable consumer request. If the consumer maintains an account with 365Labs, we may require the consumer to submit the request through its Client Area.

## How to reach us

If you have a question about this Privacy Policy, or you would like to contact us about any of the rights mentioned in the Consumer Rights section above, please [click here](#) contact us through our web form or via [email](#).

TO: City Council  
 FROM: Brad Medrud, Deputy Community Development Director  
 DATE: January 21, 2025  
 SUBJECT: 2025 Long Range Planning Work Program

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1) Recommended Action:

Approve the 2025 long range planning work program presented at the January 14, 2025 Council Work Session.

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2) Background:

The City Council approves an annual long range planning work program at the beginning of each year. The City Council and the Planning Commission discussed the draft 2025 long range planning work program and the 2025 Comprehensive Plan periodic update at a joint work session on December 10, 2024. The Council placed the 2025 long range planning work program on the City Council consent calendar at their January 14, 2025, work session.

The City Council, Planning Commission, residents, property owners, and City staff can propose annual work program items. The major focus of the draft 2025 long range planning work program will be on the City’s 2025 Comprehensive Plan periodic update.

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3) Policy Support:

Land Use Element Policy LU-1.9 Ensure consistency between the Land Use Element and the Tumwater Zoning Code.

Land Use Element Action LU-1.9.1 Implement the Land Use Element by revising the Zoning Code and other municipal Codes to reflect the goals, policies, actions, and designations outlined in the Land Use Element

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4) Alternatives:

None.

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5) Fiscal Notes:

The annual work program includes items that are internally funded as well funded through outside state and federal grants.

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6) Attachments:

A. Draft 2025 Long Range Planning Work Program

2025 DRAFT CITY OF TUMWATER LONG RANGE PLANNING WORK PROGRAM					
	PROJECT	STAFF HOURS	PROPOSED BY	CITY COUNCIL STRATEGIC PRIORITIES	PROJECT DESCRIPTION/COMMENTS
<b>COMPREHENSIVE PLAN AMENDMENT DOCKET</b>					
1	2025 Comprehensive Plan Periodic Update	1,800	State Mandate	1, 2, 3, 5	Complete work started in Fall 2022 by December 31, 2025, prepare state required ten-year periodic update to the City's Comprehensive Plan, including updates to the Conservation, Housing, Land Use, Lands for Public Purposes, and Utilities Elements as well as the Transportation Plan and the creation of a new Climate Element. Manage community engagement process and project website. Work will be coordinated with concurrent updates to development regulations. Consultant and grant management. Work with the community, internal and external stakeholders, other agencies, Planning Commission, Public Works Committee, General Government Committee, and City Council.
2	Parks, Recreation, and Open Space Plan Update	100	City Staff	1,2	Support the Parks, Recreation, and Facilities Department's update of the 2008 Parks, Recreation, and Open Space Plan that was last amended in 2016. Work with consultant and internal team to update Plan in coordination with the 2025 Comprehensive Plan Periodic Update. Work with the Planning Commission, General Government Committee, and City Council.
3	Economic Development Plan Update	60	City Staff	5	Support the Executive's Department's update of the 2019 Economic Development Plan. Work with consultant internal team to update Plan in coordination with the 2025 Comprehensive Plan Periodic Update. Work with the Planning Commission, General Government Committee, and City Council.
4	Thurston County Joint Plan Update and County Urban Growth Area Swap Amendment	360	State Mandate and County	1, 2, 5	Update Tumwater Thurston County Joint Plan to address 2025 Comprehensive Plan Periodic Update and proposed County UGA swap amendment. Schedule will depend on County work plan. Briefings, work sessions, and hearing. Prepare staff report, ordinance, and other materials and work with City and County Planning Commissions, General Government Committee, and City Council.
<b>Comprehensive Plan Amendment Docket Subtotal</b>		<b>2,320</b>			
<b>DEVELOPMENT REGULATION AMENDMENT DOCKET</b>					
<b>1. Development Regulation Periodic Update</b>					
a	2025 Development Regulation Periodic Update	580	State Mandate	1, 2	Complete work started in Fall 2022 by December 31, 2025, review and update development regulations to address the required state periodic update. Review Commerce checklist and Ecology checklist for critical areas. Will involve updates to Titles 14, 15, 16, 17, and 18. Work will be coordinated with concurrent updates to the Comprehensive Plan. Consultant and grant management. Briefings, work sessions, and hearing would occur in 2025, as well as preparing the staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
		<b>580</b>			
<b>2. Other Amendments</b>					
a	General Commercial Mixed Use Residential Amendments (O2024-008)	12	City Staff	1	Complete work started in 2024. Amendments to add high intensity mixed use residential uses to the General Commercial zone district. Briefing and consideration. Prepare staff report, ordinance, and other materials and work with General Government Committee and City Council.
b	Thurston County Code Title 22 - Tumwater Urban Growth Area Zoning	120	State Mandate and County	1, 2	After completion of the Joint Plan update in 2021, work with County staff to revise Thurston County Code Title 22 and City development codes as needed to be consistent in the Tumwater Urban Growth Area and meet 2025 state periodic update requirements. Schedule will depend on County work plan. Briefings, work sessions, and hearing. Prepare staff report, ordinance, and other materials and work with City and County Planning Commissions, General Government Committee, and City Council.
c	Tree Preservation Regulation Update	160	City Council	2	Complete work started in 2022. After completion of the Urban Forestry Management Plan update in 2021, work with consultant to complete update to tree preservation regulations (TMC 16.08). Work was paused to address issues with the Washington State Wildland-Urban Interface Code and staffing issues in 2023-24. Consultant management. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.
		<b>292</b>			
<b>Development Regulation Amendment Docket Subtotal</b>		<b>872</b>			

OTHER PLANNING PROJECTS					
1	Annexations	60	Private Application / City Council	1	Assumption that there will be one annexation application in 2025. Briefings, work sessions, and hearings. Prepare staff reports, ordinance, and other materials and work with County, Office of Financial Management, Boundary Review Board, General Government Committee and City Council.
2	Brewery Redevelopment/Planned Action EIS and Ordinance	240	City Staff	1, 5	Planned Action EIS and Ordinance in support of the Brewery Redevelopment Project led by the Executive Department. Includes work with subject matter experts. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
3	Code Enforcement Process	20	City Staff	1, 4	Code Enforcement process improvements. Staff meetings and discussion.
4	Current Planning Projects	40	City Staff	1	Support permit staff on permitting projects.
5	Equity Toolbox	32	City Staff	6	Ongoing from 2021. Complete work with consultant to prepare equity toolbox. Meetings with City staff and research.
6	Food System Plan	60	City Council	1	Complete work started in 2024. Work with consultant to prepare a City Food System Plan that would focus on how to provide healthy food to the community, reduce food waste, support local food processing, eliminate barriers, address gaps in the current system, produce solutions to implement at appropriate scale, and identify how to maintain and update resource materials through jurisdictional and community partners. Briefings, work sessions, and hearing. Prepare staff report, plan, resolution, and other materials and work with Planning Commissions, General Government Committee, and City Council.
7	Grant Funding	20	City Staff	1, 2	Research grant funding opportunities that support long range planning goals. Senior housing support and programs that support affordable housing are potential grant areas.
8	Habitat Conservation Plan	600	City Council	1, 2	Ongoing from 2016. Phase III and IV work. Includes consultant management and coordination with Port and USFWS. NEPA/SEPA EIS support as state SEPA lead agency. Complete public draft of the HCP. Develop implementation tools. Briefings, work sessions, stakeholder meetings, and community meetings. Work with other City departments, internal stakeholder team, Port staff, USFWS, WDFW, Planning Commission, General Government Committee, and City Council. Includes consultant management and grant management. Include work on purchasing conservation property.
9	Hazard Mitigation Plan for the Thurston Region	12	City Staff	2, 4	Following adoption of the Hazard Mitigation Plan for the Thurston Region in 2024, take part in a multi-agency planning and interdepartment workgroups to implement Plan. Work with other City departments and external stakeholder team.
10	Homeless Shelter/Emergency/Transitional Housing Assessment and Feasibility Study	60	City Council	1	Support a study that is intended to begin the process of helping the City determine what is needed for emergency housing-type facilities to be located in Tumwater beyond the state mandated regulatory amendments of 2022. Coordinate and manage consultant.
11	Housing – Affordability and Homeless	36	City Council	1	Work outside of Comprehensive Plan and development regulation periodic update above and specific Regional Housing Council management and coordination meetings below on other housing affordability and homelessness strategies.
12	Long Range Planning Website Updates	12	City Staff	1	Ongoing.
13	Managing Multifamily Tax Exemption Program	80	City Staff	1	Manage new applications and annual reporting to the State for the City's TMC 3.30 Multifamily Housing Tax Exemptions programs. Briefings, work sessions, and hearings. Prepare staff reports, contracts, and other materials and work with the General Government Committee and City Council.
14	Public Inquiries and General City Council and Interdepartmental Support	240	City Staff	1, 2, 4	Support on unspecified projects, inquiries, and requests.
15	Rental Housing and Registration Program	20	City Council	1	Manage implementation of Title 5 tenant protections and rental registration programs.
<b>Other Planning Projects Subtotal</b>		<b>1,532</b>			
GENERAL MANAGEMENT AND COORDINATION					
<b>1</b>	<b>General Coordination with Other City Departments</b>	<b>68</b>	<b>City Staff</b>		<b>Various.</b>
<i>a</i>	<i>All City Staff Meetings</i>	<i>8</i>	<i>City Staff</i>	<i>6</i>	<i>Ongoing quarterly meetings.</i>
<i>b</i>	<i>Code Compliance Team</i>	<i>0</i>	<i>City Staff</i>	<i>2, 4</i>	<i>Ongoing monthly meetings.</i>
<i>c</i>	<i>GIS Team</i>	<i>8</i>	<i>City Staff</i>	<i>6</i>	<i>Ongoing meetings.</i>
<i>d</i>	<i>Green Team</i>	<i>16</i>	<i>City Staff</i>	<i>2</i>	<i>Ongoing meetings.</i>
<i>e</i>	<i>Stormwater Interdisciplinary Team</i>	<i>8</i>	<i>City Staff</i>	<i>2</i>	<i>Ongoing meetings.</i>
<i>f</i>	<i>Traffic Team</i>	<i>20</i>	<i>City Staff</i>	<i>3</i>	<i>Ongoing meetings.</i>
<i>g</i>	<i>Web Team</i>	<i>8</i>	<i>City Staff</i>	<i>6</i>	<i>Ongoing meetings.</i>
<b>2</b>	<b>General Coordination with Other Jurisdictions</b>	<b>645</b>	<b>City Staff</b>		<b>Various.</b>
<i>a</i>	<i>Port of Olympia</i>	<i>12</i>	<i>City Staff</i>	<i>1</i>	<i>Quarterly Meetings and other coordination.</i>
<i>b</i>	<i>City of Olympia</i>	<i>4</i>	<i>City Staff</i>	<i>1</i>	<i>Review proposed Comprehensive amendments and other coordination outside of housing.</i>
<i>c</i>	<i>Intercity Transit</i>	<i>8</i>	<i>City Staff</i>	<i>3</i>	<i>Coordination with staff.</i>
<i>d</i>	<i>Olympia School District</i>	<i>1</i>	<i>City Staff</i>	<i>1</i>	<i>Coordination with staff.</i>
<i>e</i>	<i>Regional Housing Council</i>	<i>520</i>	<i>City Council</i>	<i>1</i>	<i>Ongoing from 2020. Bimonthly Regional Housing Council meetings, monthly City Staff Regional Housing Council prep meetings, weekly technical team meetings, and other workgroup meetings. 0.25 FTE annual commitment per Regional Housing Council Interlocal Agreement.</i>
<i>f</i>	<i>State of Washington</i>	<i>40</i>	<i>City Staff</i>	<i>1, 2</i>	<i>Coordination with Association of Washington Cities on legislative actions.</i>
<i>g</i>	<i>Thurston County</i>	<i>24</i>	<i>City Staff</i>	<i>1, 2</i>	<i>Ongoing coordination not associated with a specific project, includes long range planning coordination with four jurisdictions.</i>
<i>h</i>	<i>Thurston County TDR Program</i>	<i>0</i>	<i>City Staff</i>	<i>1, 2</i>	<i>Coordination with Council and other City staffs on updating TDR program.</i>
<i>i</i>	<i>Thurston Regional Planning Council</i>	<i>28</i>	<i>City Staff</i>	<i>1</i>	<i>Regional planner meetings/jurisdiction meetings.</i>
<i>j</i>	<i>Thurston Thrives - Housing Action Team</i>	<i>0</i>	<i>City Staff</i>	<i>1</i>	<i>Attend monthly regional coordination meetings.</i>
<i>k</i>	<i>Tribal Governments</i>	<i>4</i>	<i>City Staff</i>	<i>1, 2</i>	<i>Coordination with staff.</i>
<i>l</i>	<i>Tumwater School District</i>	<i>4</i>	<i>City Staff</i>	<i>1</i>	<i>Review Capital Facilities Plan and other coordination.</i>
<b>3</b>	<b>Department Management</b>	<b>248</b>	<b>City Staff</b>		<b>Various.</b>
<i>a</i>	<i>General Management</i>	<i>40</i>	<i>City Staff</i>	<i>6</i>	<i>Staff review and development. Managing staff.</i>
<i>b</i>	<i>Management Team Meetings</i>	<i>148</i>	<i>City Staff</i>	<i>6</i>	<i>Ongoing weekly meetings.</i>
<i>c</i>	<i>Planning Commission Support</i>	<i>60</i>	<i>City Staff</i>	<i>1</i>	<i>Ongoing coordination with chair. Zoom meeting management. Interviews and training.</i>
<b>4</b>	<b>Training</b>	<b>60</b>	<b>City Staff</b>	<b>6</b>	<b>AICP certificate maintenance. Conferences.</b>
<b>General Management and Coordination Subtotal</b>		<b>1,021</b>			

TOTAL HOURS: 5,745

TOTAL REQUIRED PLANNERS (FTEs): 3.30

TOTAL AVAILABLE PLANNERS (FTEs): 3.30

Approved by the City Council on January \_\_\_\_\_, 2025

**TOTAL AVAILABLE PLANNER TIME (Hours X FTEs): 5,743**  
**PLANNER TIME DIFFERENCE (Hours X FTEs): -2**

Note: Staff hours for items that include briefings, work sessions, and ordinances include a minimum number of public meetings (5) and hours for the public meeting process (40).



	PROJECT	STAFF HOURS	PROPOSED BY	CITY COUNCIL STRATEGIC PRIORITIES	PROJECT DESCRIPTION/COMMENTS
<b>BELOW THE LINE PROJECTS (To be considered as projects above are completed and staff time is available)</b>					
<b>1. Urban Forestry Management Plan Amendments</b>					
a	Landscaping and Buffering Requirements	120	City Council	2	Complete work started in 2022. After completion of the Urban Forestry Management Plan update in 2021, work with consultant to complete update to landscape buffering and screening regulations (TMC 18.47). Work was paused to address issues with the Washington State Wildland-Urban Interface Code and staffing issues in 2023-24. Consultant management. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.
b	Street Tree Standards Update	120	City Council	2	Complete work started in 2022. After completion of the Urban Forestry Management Plan update in 2021, work with a consultant to prepare update to street tree regulations (TMC 12.24), a Street Tree Plan, and guidelines throughout the code. Work was paused to address issues with the Washington State Wildland-Urban Interface Code and staffing issues in 2023-24. Consultant management. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.
		<b>240</b>			
<b>2. General Amendments</b>					
a	Aquifer Protection Standards Amendments	80	City Staff	2	Update TMC 16.24 Aquifer Protection Standards and TMC 18.39 AQP Aquifer Protection Overlay to consider extending protections offered by the City system to other water systems in the City per Planning Commission recommendation on April 9, 2019. Briefings, work sessions, hearing, and ordinance.
b	Basin Plans – Deschutes and Black Lake (Subdivision Code/Housing Types)	120	City Staff	2	Thurston County and Thurston Regional Planning Council led basin planning efforts for Black Lake and Deschutes basins. Black Lake Basin Water Resource Protection Study, Final Report was issued June 2015. Study recommended considering removal of portion of UGA on south Black Lake. Consider fire service (Black Lake) and conversion of septic systems to sewer. Appendix E of Study included suggested amendments to the City's Subdivision code for new subdivisions near wetlands and high groundwater flooding. Deschutes Basin Watershed Land Use Analysis, Scenario Development Report issued November 2016.
c	Citywide Design Standards Update	80	City Staff	1	Review how the Citywide Design Guidelines (TMC 18.43) have been working since adoption in 2016. Includes addressing corner setbacks for industrial zone district in the Citywide Design Guidelines do not match the standards found in the municipal code (TMC 18.24 and TMC 18.43) and addressing materials of new mini-storage uses (TMC 18.43). Briefings, work sessions, hearing, and ordinance.
d	Deschutes Flood Reduction Study/Thurston and Olympia Lakes Flood Map Study	4	City Staff	2	Support Deschutes Flood Reduction Study and Thurston and Olympia Lakes Flood Map Study work.
e	Essential Public Facilities	120	City Staff	1	Separate essential public facilities from the Conditional Use Permit chapter (TMC 18.56) and establish conditions for each of the individual essential public facilities. Briefings, work sessions, hearing, and ordinance.
f	General Development Code Housekeeping Amendments	80	City Staff	1	Address minor housekeeping amendments. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
g	Housing Action Plan - Infrastructure (Housing Affordability Fee Work Plan Ordinance #9/Housing Action Plan Action 1.m.)	60	City Council	1, 3	Part of Housing Affordability Fee Work Plan approved May 28, 2019 and Housing Action Plan approved 2021. Work with the Public Works Department to make infrastructure investments for infill areas needing upgrades with follow-up by City staff to develop potential scenarios with emphasis on areas where housing affordability is most likely to occur. Public meetings, briefings, work sessions, hearing, and ordinance.
h	Multifamily Tax Exemption Update	160	City Council	1	Review and update TMC 3.30 Multifamily Housing Tax Exemptions in response to 2021 updates to state law. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
i	Pipeline - Land Use Review	80	City Staff	2	Review proposed land use and zoning along the Olympic fuel pipeline and Williams natural gas pipeline and propose amendments as needed. Coordinate with County for Urban Growth Area issues as needed. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
		<b>784</b>			
<b>TOTAL HOURS:</b>		<b>1,024</b>			

### **1. Build a Community Recognized for Quality, Compassion, and Humanity**

Support and advance intergenerational housing opportunities.

Implement the Tumwater Housing Action Plan.

Work with Regional Housing Authority to support regional programs and affordable housing.

Explore alternative building materials for housing.

Continue to streamline permitting processes for development and construction projects.

Continue to maintain and advance positive Tribal Relations.

Implement Metropolitan Parks District Commitments including planning for and siting a community center.

Develop a citywide trail system.

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

Review current water shutoff policies through an equity framework.

### **2. Be a Leader in Environmental Health and Sustainability**

Engage the community on the benefits of environmentally sustainable practices.

Promote community involvement in environmental programs, including highlighting local career pathways for students.

Decarbonize new and existing City buildings whenever practicable.

Sufficiently resource programs identified in the Thurston Climate Mitigation Plan and Urban Forestry Management Plans and

Evaluate energy savings through resource sharing, recovery, and reuse concepts, including pilot Energy District

Assess climate change vulnerabilities of City infrastructure and resources.

Promote a higher level of environmental and community protection through the integration of ecosystem services and environmental justice for City actions, where feasible.

Continue to fund and promote septic-to-sewer conversions.

Continue to ensure ample drinking water supply and support water reuse opportunities.

Improve overall habitat and water quality by assessing fish passages, removing obstructions, converting urban-density septic systems, and collaborating with area Tribes.

### **3. Create and Maintain a Transportation System Safe for All Modes of Travel**

Continue implementation of the Capitol Boulevard Plan.

Implement transportation components of the Brewery District Plan.

Continue to improve maintenance and interconnectivity of a bicycle and pedestrian system.

Continue implementation of and evaluate new funding sources for the Sidewalk Program.

Update Transportation Impact Fee Program and Transportation Plan.

Provide a safe, efficient, and cost-effective transportation system.

Continue improving the maintenance of the transportation system.

Demonstrate the importance and impact of the Transportation Benefit District.

Explore opportunities to extend multimodal transportation facilities to areas of the City outside the urban core.

### **4. Provide and Sustain Quality Public Safety Services**

Complete and begin implementation of the Law Enforcement Strategic Growth Plan.

Complete and begin implementation of the Fire Department Strategic Plan.

Ensure timely, efficient, and effective public safety response in our community.

Explore and implement partnerships to improve efficiency of service delivery.

Evaluate and promote City programs to reduce risk to life and property throughout our community.

Develop innovative initiatives and programs to address growing service demands.

### **5. Pursue and Support Targeted Community and Economic Development Opportunities**

Update and Implement the City's Economic Development Plan.

Support the Tumwater Craft movement.

Facilitate brownfield revitalization in the Brewery District and Capitol Boulevard Corridor.

Use strategic targeted public investment to leverage private and other sources of investment.

Establish a development climate that stimulates economic development, consistent with the comprehensive plan.  
Promote opportunities to implement Town Center/City Square mixed-use concepts.  
Promote economic development strategies with a “triple bottom line” – people, planet, and prosperity - sustainability  
Complete and implement the Habitat Conservation Plan.

**6. Refine and Sustain a Great Organization**

Be good stewards of public funds by following sustainable financial strategies.  
Update the non-represented employee compensation plan.  
Attract, retain, and promote a talented and diverse workforce.  
Create a dynamic culture of Diversity, Equity, Inclusion, and Belonging.  
Support an environment of continuous learning and improvement, including Council.  
Enhance recruitment through new partnerships.  
Study compensation for commissions and boards.  
Review plans, policies, and documents for potentially racist and biased language.

**Working Days Calculation - 2025**

	Weekend Days		Weekday Days	
	5.00	4.00	Total	Working
January	0.00	2.00	31.00	23.00
February	0.00	2.00	28.00	20.00
March	2.00	0.00	31.00	21.00
April	0.00	2.00	30.00	22.00
May	1.00	1.00	31.00	22.00
June	1.00	1.00	30.00	21.00
July	1.00	1.00	31.00	22.00
August	2.00	0.00	31.00	21.00
September	0.00	2.00	30.00	22.00
October	0.00	2.00	31.00	23.00
November	2.00	0.00	30.00	20.00
December	0.00	2.00	31.00	23.00
	9.00	15.00		
	45.00	60.00		
<b>Total Days Per Year Per FTE</b>		<b>105.00</b>		<b>260.00</b>
<b>Total Hours Per Year per FTE</b>				<b>2,080.00</b>

**FTE Calculations - 2025**

Brad Medrud	1.00
Dana Bowers	1.00
Erika Smith-Erickson	0.90
Alex Baruch	0.10
Intern	0.00
Administrative Assistant	0.10
Mike Matlock	0.20
<b>Total FTEs</b>	<b>3.30</b>

**Productive Hours Calculation - 2025**

	Hours
Total Hours Per Year (X Total FTEs)	<b>6,864</b>
<i>Less</i>	
Holidays (11 days X Total FTEs)	290
Vacations (12 days X Total FTEs)	317
Sick Leave (5 days X Total FTEs)	211
<b>Subtotal</b>	<b>818</b>

TO: City Council  
FROM: Lisa Parks, City Administrator  
DATE: January 21, 2025  
SUBJECT: 2025 City Council Meeting Schedule and Summer Recess

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1) Recommended Action:

Approve the 2025 City Council Regular Meeting. This was recommended for approval by the City Council at the Council Work Session on January 14, 2025.

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2) Background:

Council Rules Section 3.2 states, *“Regular Meetings which fall on a primary or general election day may be moved to the Monday immediately prior, at the discretion of the Mayor.”* Additionally, Council Rules Section 3.3 states, *“The Council will generally not schedule Regular Meetings and committee meetings during a two-week period in August of each year.”*

Determining these two items early in the calendar year creates greater transparency and predictability for the public wishing to attend City Council Regular meetings. It also allows staff to adjust project milestones and deadlines according to available meeting dates and vacation scheduling by elected officials and City staff.

The proposed 2025 schedule includes canceling the November 11th Council Work Session due to the Veteran’s Day holiday and the December 23<sup>rd</sup> Council Work Session due; establishing the summer recess for the first two weeks in August; and rescheduling the Tuesday, November 4<sup>th</sup> Regular Meeting for Monday, November 3<sup>rd</sup> due to the general election.

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3) Policy Support:

VISION | MISSION | BELIEFS

Our Mission:

In active partnership with our community, we provide courageous leadership and essential municipal services to cultivate a prosperous economy, a healthy natural environment, vibrant neighborhoods, and a supportive social fabric.

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4) Alternatives:

Modify the schedule as authorized by Council Rules.

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5) Fiscal Notes:

There is no fiscal impact determining the meeting schedule and summer recess.

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6) Attachments:

None.

TO: City Council  
FROM: Michael Matlock, Community Development Director  
DATE: January 21, 2025  
SUBJECT: Waiver of TMC 15.01.080(B)

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1) Recommended Action:

Waive the sixty-day requirement of TMC 15.01.080(B) and authorize a partial refund of the plan review fee in the amount of \$759,017.07 to the State of Washington.

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2) Background:

In March of 2024 the State of Washington paid a plan review fee of \$948,771.34 for a proposed library and state archives building in Tumwater. The selected site has Pocket Gophers. Due to ongoing delays with completion of the Habitat Conservation Plan, the Secretary of State’s Office has withdrawn their building permit application and will seek to find another suitable site for construction.

TMC 15.010.80 allows the Building Official to refund 80% of a plan review fee if a permit application is withdrawn within sixty calendar days of application. Based on the work completed to-date, staff is asking City Council to waive the sixty-day requirement of section TMC 15.01.080(B), allowing the city to refund 80% of the fee back to the State of Washington.

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3) Policy Support:

Be good stewards of public funds by following sustainable financial strategies.

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4) Alternatives:

Do not authorize the waiver of TMC 15.010.80(B).

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5) Fiscal Notes:

Waiving TMC 15.010.80(B) will result in a refund of \$759,017.07 to the State of Washington. The City will retain \$189,754.27.

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6) Attachments:

N/A

TO: City Council  
 FROM: Brandon Hicks, Director  
 DATE: January 21, 2025  
 SUBJECT: Resolution No. R2025-001 Transportation Benefit District Resolution

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1) Recommended Action:

Hold a public hearing in consideration of expanding Transportation Benefit District eligible maintenance work and adopt Resolution No. R2025-001, providing for a ballot proposition to be submitted to the qualified electors on April 22, 2025. This was taken to the January 14, 2025 City Council Work Session for discussion.

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2) Background:

The Tumwater City Council created the Tumwater Transportation Benefit District (TBD), a quasi-municipal taxing jurisdiction authorized by State law to fund street maintenance, in 2014. Tumwater voters approved a sales tax increase of 0.2% (two-tenths of one percent) in 2015 for a period of ten years to fund street maintenance projects in the City limits. Revenues collected from this additional sales tax levy are held in separate accounts and used only for authorized street maintenance projects. The City Council serves as the governing body of this taxing district.

To date, the TBD has generated over \$19 million for street maintenance activities. TBD funds have also been used to leverage over \$6 million in additional federal and state grant funding. Each time we are successful, the planned pavement management program grows in size and allows other transportation items to be addressed including curb ramps, audible pedestrian systems, and traffic signal upgrades.

The current 0.2% portion of sales and use tax is set to expire in 2025. Staff will discuss the TBD, resolution, and planned work. The purpose is to renew and continue to impose the sales and use tax through this Resolution in the amount of two-tenths of one percent (0.2%) pursuant to RCW 36.73.040(3)(a) and RCW 82.14.0455.

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3) Policy Support:

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

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4) Alternatives:

- Do not adopt Resolution No. R2025-001
  - Adopt Resolution No. R2025-001 with revisions
- 

5) Fiscal Notes:

If approved, the TBD sales tax is estimated to generate more than \$30 million for street maintenance in the next ten years.

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6) Attachments:

A. Resolution No. R2025-001



**RESOLUTION NO. R2025-001**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington, the governing board of the Tumwater Transportation Benefit District, providing for a ballot proposition to be submitted to the qualified electors of the district on April 22, 2025, to renew a sales and use tax in the amount of two-tenths of one percent (0.2%) within the boundaries of the district for a period of ten (10) years to fund or finance specified transportation projects.

**WHEREAS**, the City of Tumwater (the “City”) approved Ordinance No. O2014-019 on September 16, 2014, creating the Tumwater Transportation Benefit District (“TBD”) of the City of Tumwater, Washington (the “District”) pursuant to Chapter 36.73 RCW; and

**WHEREAS**, the District Board of Governors approved Resolution No. 2015-002 on January 20, 2015, providing for a ballot proposition to be submitted to the qualified electors of the district on April 28, 2015 to impose a sales and use tax in the amount of two-tenths of one percent (0.2%) within the boundaries of the district for a period of ten (10) years to fund or finance specified transportation projects; and

**WHEREAS**, the Thurston County Auditor’s Office submitted the election report to the Thurston County Assessor’s Office on May 13, 2015, indicating the ballot measure, Proposition 1, passed; and

**WHEREAS**, the City Council assumed the rights, powers, functions and obligations of the Tumwater Transportation Benefit District pursuant to Ordinance No. O2015-013 adopted November 2, 2015; and

**WHEREAS**, since 2015 the TBD has collected over \$19 million in revenue that has been used to secure over \$6 million dollars in grants that collectively has been used to improve over 100 lane miles of streets and roads in the City; and

**WHEREAS**, the sales and use tax may not be imposed for a period of greater than 10 years unless renewed with an affirmative vote of the voters voting at an election, and each renewal by the voters may extend the tax for additional periods not to exceed 10 years in accordance with RCW 82.14.0455; and

**WHEREAS**, the sales and use tax will expire in 2025 unless renewed in accordance with RCW 82.14.0455; and

**WHEREAS**, the City has identified the sales and use tax as an authorized source of revenue identified in Chapter 36.73 RCW to finance the transportation projects identified in the City’s Transportation Plan; and

**WHEREAS**, with voter approval, the District may renew and continue imposing a sales and use tax upon the occurrence of any taxable event within the boundaries of the District to fund or finance transportation improvements; and

**WHEREAS**, projects related to public transportation are included in the definition of a transportation improvement project pursuant to RCW 36.73.015(6) and are eligible Transportation Benefit District projects; and

**WHEREAS**, it is in the public interest to include sidewalk infill, extension, and repair projects within the eligible transportation improvements to be funded by the District; and

**WHEREAS**, if approved by the voters, renewal of the sales and use tax will apply to persons who shop and thereby use the roads in the City of Tumwater and not just to City residents; and

**WHEREAS**, the renewed sales and use tax will be used exclusively to fund the shortfall in funding for the projects included in the City's Transportation Plan as adopted or hereafter amended and as allowed by state law;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, THE GOVERNING BOARD OF THE TUMWATER TRANSPORTATION BENEFIT DISTRICT, AS FOLLOWS:**

**Section 1. Current Purpose and Need.**

The City Council hereby finds that the best interests of the inhabitants of the District require the District to renew and continue to impose the sales and use tax through this Resolution in the amount of two-tenths of one percent (0.2%) pursuant to RCW 36.73.040(3)(a) and RCW 82.14.0455 for the purpose of providing a portion of the funds necessary to finance transportation improvement projects.

The following items are identified as proposed transportation improvements to be funded in part utilizing the sales and use tax ("TBD Projects"):

A. A repair, maintenance and improvement program for existing city streets, roads and associated infrastructure. Repair, maintenance and improvement methods used will include reconstruction, repaving, sealing, patching and other methods to improve and extend the life of pavement. Street and road repairs and maintenance may include bridge surfaces, drainage structures, and pedestrian improvements to provide for repair, replacement, infill, and extension of City sidewalks and curb ramps in conjunction with the authorized pavement work or as standalone projects. All projects proposed under this program must be approved by the City Council.

B. The cost of all necessary design, engineering, financial, legal and other consulting services, inspection and testing, administrative and relocation expenses, and other costs incurred in connection with the foregoing TBD Projects shall be deemed a part of the costs of the TBD Projects.

C: The City Council shall determine the application of moneys available for the TBD Projects. In the event the proceeds of sales and use taxes authorized herein, plus any other money of the District legally available therefore, are insufficient to accomplish all of the TBD Projects, the City Council shall use the available funds for paying the cost of those portions of the TBD Projects deemed by the City Council most necessary and in the best interests of the District.

The City Council shall determine the exact locations and specifications for the elements of the TBD Projects as well as the timing, order, and manner of implementing or completing the TBD Projects. The City Council may alter, make substitutions to, and amend the TBD Project descriptions as it determines is in the best interests of the District consistent with the general descriptions provided above and in accordance with the material change policy adopted by the City Council and the notice, hearing, and other procedures described in Chapter 36.73 RCW, in each case as the same may be amended from time to time.

If the City Council shall determine that it has become impractical to acquire, construct, or implement all or any portion of the TBD Projects by reason of changed conditions, incompatible development, costs substantially in excess of the amount of sales and use tax proceeds estimated to be available, or acquisition by a superior governmental authority, the City Council shall not be required to acquire, construct, or implement such portions. If all of the TBD Projects have been acquired, constructed, implemented or duly provided for, or found to be impractical, the City Council may apply the sales and use tax proceeds (including earnings thereon) or any portion thereof to other transportation improvements then identified in the City's Transportation Improvement Program in accordance with the material change policy adopted by the City Council and the notice, hearing, and other procedures described in Chapter 36.73 RCW, in each case as the same may be amended from time to time.

## **Section 2. Findings of Fact.**

1. The Tumwater Transportation Benefit District is permitted to place a ballot measure before the voters and is so authorized pursuant to RCW 36.73.040(3)(a) to impose a sales and use tax in accordance with RCW 82.14.0455.

2. The provisions of Ordinance No. O2014-019 adequately state the purpose and need for the Transportation Benefit District.

3. It is in the public interest to include sidewalk infill, extension, and repair projects within the eligible transportation improvements to be provided by the Tumwater Transportation Benefit District.

**Section 3. Ballot Measure.**

It is hereby found and declared that the best interests of the District require the submission to the qualified electors of the District a proposition whether the District shall renew and continue to impose the sales and use tax within the limitations established in RCW 82.14.0455 for their ratification or rejection at a special election to be held on April 22, 2025, for the purpose of providing funds necessary to pay or finance a portion of the costs of the TBD Project(s) as identified in Section 1 herein. The Thurston County Auditor, as *ex officio* supervisor of elections in Thurston County, Washington, is hereby requested to call and conduct such special election to be held within the District on such day and to submit to the qualified electors of the District for their approval or rejection, a proposition to renew and continue to impose a sales and use tax in the amount of two-tenths of one percent (0.2%) of the selling price in the case of a sales tax, or value of the article used in the case of the use tax. The sales and use tax authorized by this section is in addition to any other taxes authorized by law, shall be collected from those persons who are taxable by the State of Washington under Chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the boundaries of the District, and shall be imposed for a period of ten years from its first date of collection. Upon approval of the voters of the proposition hereinafter set forth, the District may use proceeds of such sales and use tax for the purpose of paying or financing a portion of the costs of TBD Projects. The Clerk of the City Council is hereby authorized and directed to certify said proposition to said official in the following form:

**TUMWATER TRANSPORTATION BENEFIT DISTRICT,  
TUMWATER, WASHINGTON  
RENEWAL OF SALES AND USE TAX FOR  
TRANSPORTATION IMPROVEMENTS**

The Tumwater City Council adopted Resolution R2025-001 concerning a sales and use tax to fund transportation improvements. This proposition would authorize renewal and continued imposition of a two-tenths of one percent (0.2%) sales and use tax to be collected for ten years. Revenues would fund a repair, maintenance and improvement program for existing city streets and associated infrastructure, including rebuilding, repaving, sealing, patching and other methods to improve and extend the life of pavement, bridges, drainage facilities, and pedestrian improvements including repair, replacement, infill, or extension of sidewalks and curb ramps.

Should this proposition be:

- Approved.....
- Rejected.....

**Section 4. Corrections.**

The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/ clerical errors, references, resolution numbering, section/subsection numbers and any references thereto, and to make corrections or revisions consistent with the requirements of the City Attorney or Thurston County Prosecutor's office which do not change the substantive meaning of this resolution.

**Section 5. Ratification.** Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

**Section 6. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 7. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF TUMWATER

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

ATTEST:

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

APPROVED AS TO FORM:

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

TO: City Council  
FROM: Brad Medrud, Deputy Community Development Director  
DATE: January 21, 2025  
SUBJECT: Ordinance No. O2024-008, General Commercial Residential Mixed Use Amendments

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1) Recommended Action:

Adopt Ordinance No. O2024-008, amending Chapter 18.22 of the Tumwater Municipal Code, as recommended by the General Government Committee at their January 8, 2025, meeting.

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2) Background:

In response to a potential development proposal, the City is clarifying its regulations TMC in Chapter 18.22 GC General Commercial about multifamily development in the General Commercial zone district.

Following a briefing on November 26, 2024, the Planning Commission conducted a hearing on the ordinance on December 10, 2024, to take public testimony and forwarded a recommendation of approval to the City Council. The General Government Committee was briefed on the Planning Commission recommendation on January 8, 2025, and recommended that the ordinance go forward to the City Council for adoption.

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3) Policy Support:

Land Use Policy LU-4.6: Increase housing types and densities in corridors and centers to meet the needs of a changing population.

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4) Alternatives:

None.

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5) Fiscal Notes:

Internally funded.

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6) Attachments:

- A. Staff Report
- B. Ordinance No. O2024-008
- C. Presentation

# STAFF REPORT



Date: January 21, 2025  
 To: City Council  
 From: Brad Medrud, Planning Manager

## General Commercial Residential Mixed Use Amendments

In response to a potential development proposal, the City is clarifying uses and development standards found in TMC Chapter 18.22 GC General Commercial regarding multifamily development in the General Commercial zone district.

The Planning Commission held a public hearing on Ordinance No. O2024-008 on Tuesday, December 10, 2024, to take public testimony on the ordinance and, after deliberations, recommended that the City Council approve the ordinance. The Planning Commission was briefed on the proposed amendments on November 26, 2024. The General Government Committee was briefed on the Planning Commission recommendation on January 8, 2025, and recommended that the ordinance go forward to the City Council for adoption.

### 1. Proposed Amendments to TMC 18.22 GC General Commercial

#### A. Purpose

This section describes the purpose for the proposed amendments and provides the proposed language in Ordinance No. O2024-008.

The amendments are intended to clarify that new multifamily uses in the General Commercial zone district should be part of a larger mixed use development having both residential and non-residential uses and instead of requiring a minimum height of five stories of the use, set a minimum density of 40 dwelling units per acre for such multifamily uses. The amendments also establish standards for ensuring that both residential and non-residential uses are developed as part of such projects. Currently there is not a minimum density for residential uses in the General Commercial zone district, nor is there a requirement that they be a part of a mixed use development.

The amendments also simplify the approval process required for the use by removing the requirement for a conditional use permit and public hearing, which in turn addresses the issue of reducing unnecessary barriers to housing. This change reflects that commercial uses of a similar or higher intensity currently do not require a conditional use permit.

In responding to State requirements that the City allow for the construction of housing affordable to all economic classes, the City is planning for 5,694 housing units for those under 80% Area Median Income (AMI) in the next twenty years.

COMMUNITY DEVELOPMENT DEPARTMENT

Based on state guidance, housing for those under 80% AMI will need be in high density multifamily developments, such as larger multifamily developments. Based on state guidance, middle housing types, such as fourplexes, triplexes, duplexes, cottage housing, stacked units, and rowhouses and townhomes, do not provide the densities the City needs to support housing for those under 80% AMI.

### B. Proposed Amendments

The new use is proposed to be added to the list of uses permitted outright in the General Government zone district in TMC 18.22.020.

**18.22.020 Permitted uses.**

*Uses permitted in the GC district are as follows:*

[...]

**T. The following multifamily residential:**

**1. Multifamily residential structures with a minimum density of forty dwelling units per acre that are part of a mixed use development in the same structure or site.**

**2. Multifamily residential structures consisting of a minimum of three and a maximum of four stories on sites within one-quarter mile of a degree-granting state education facility. A minimum density of fourteen dwelling units per acre shall be provided. Calculation of density is based on the portion of the site devoted to residential and associated uses (e.g., dwelling units; private community clubs; open space; stormwater detention, treatment and infiltration). The following land is excluded from density calculations:**

**a1. Land that is required to be dedicated for public use as open space, right-of-way, or land on which development is prohibited by TMC Title 16, Environment, and land that is to be used for private roads. Provided, that portion of park and open space areas that consists of stormwater facilities and that is designed for active and/or passive recreational purposes in accordance with the drainage design and erosion control manual for Tumwater shall not be excluded from density calculations.**

**b2. Land that consists of lots devoted to uses other than residential and associated uses, including but not limited to churches, schools, and support facilities (except for stormwater detention, treatment and infiltration facilities);**

[...]

The currently allowed “high rise residential (five stories or more)” conditional use is proposed to be removed from TMC 18.22.040.



**18.22.040 Conditional uses.**

*Conditional uses in the GC district are as follows:*

A. *Transportation terminals;*

~~B.~~ *High-rise residential [five stories or more];*

~~EB.~~ *Wireless communication towers;\**

~~EC.~~ *Schools;*

~~ED.~~ *Mini-storage facilities;*

~~FE.~~ *The following essential public facilities:*

1. *Emergency communication towers and antennas;\**

2. *State education facilities;*

3. *Large scale state or regional transportation facilities;*

4. *Prisons, jails and other correctional facilities;*

5. *Mental health facilities (including but not limited to congregate care facilities; adult residential treatment facilities; evaluation and treatment centers);*

6. *Inpatient facilities including substance abuse facilities (including but not limited to: intensive inpatient facilities; long-term residential drug treatment facilities; recovery house facilities);*

~~GF.~~ *Private post-secondary education facilities;*

~~HG.~~ *Kennels;*

~~H.~~ *Campgrounds.*

[...]

A new subsection is proposed to be added to the General Commercial zone district development standards in TMC 18.22.050 to establish standards for ensuring that both residential and non-residential uses are developed as part of such projects.

**18.22.050 Development standards.**

*Development in the GC zone district must meet the following requirements:*

A. *Site area: no minimum, except the lot shall be adequate to provide for required parking, yards and landscaping;*

B. *Lot coverage, maximum impervious surface: eighty-five percent of the total area of the lot;*

C. *Structure height: a maximum height of sixty-five feet; provided, however, that no structure shall penetrate imaginary airspace surfaces as defined by 14 C.F.R. Part 77. A map that provides detailed information on ground and imaginary airspace surface elevations is available for inspection in the community development department. Note: New multifamily*

or mixed use projects with a total of thirty or more dwelling units that provide thirty percent of those units as permanently affordable housing units would be allowed a maximum building height increase of ten feet, subject to imaginary airspace surface limitations. This would create a new maximum height limit of seventy-five feet. Projects providing permanently affordable housing units by this method would have to meet the requirements of TMC 18.42.140;

D. Yards.\*

1. Front: no minimum setback,
2. Side: no minimum,
3. Rear: no minimum.

Where any structures or portions of structures are adjacent to any residential zoning district, the minimum structural setback shall be twenty feet. Where structures are constructed over one story, the setback of the structure from the adjacent property line or lines shall be increased by ten feet for every story above the ground level story of the proposed new building, and shall be screened from view in accordance with TMC Chapter 18.47.

E. Park and Open Space Area. New development in this zone district shall set aside land for park and open space area as specified in TMC 17.12.210 and 18.42.130 and the citywide design guidelines.

F. Mixed Use Development. Mixed use development must include both non-residential and multifamily residential uses that meet the following conditions:

1. Multifamily Residential Development.

a. Density. In the area of the project designated for multifamily residential development, multifamily residential development that is part of a mixed use development in the same structure or on the same project site shall have a minimum density of forty dwelling units per acre.

2. Non-Residential Development.

a. Non-residential uses in a mixed use development in the same structure must occupy twenty-five percent or more of the total square footage of the structure.

b. Non-residential uses in a mixed use development in the same project site must occupy forty percent or more of the total square footage of the project site.

\* See Diagram 18.04.670, Yard Determination Diagram, in TMC 18.04.230, Y definitions.

## 2. Next Steps

### A. SEPA Environmental Review of the Ordinance

An Environmental Checklist as a non-project action for the ordinance has been prepared under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC on

November 7, 2024, and a Determination of Non-Significance (DNS) was issued on November 22, 2024.

## B. Planning Commission Review and Recommendation Process

The Planning Commission held a public hearing on Ordinance No. O2024-008 on Tuesday, December 10, 2024, to take public testimony on the ordinance and, after deliberations, recommended that the City Council approve the ordinance. The Planning Commission was briefed on the proposed amendments on November 26, 2024.

## C. City Council Review and Approval Process

The General Government Committee was briefed on the Planning Commission's recommendation on the code amendments on January 8, 2025, and the City Council is scheduled to consider the proposed code amendments on January 21, 2025. The City Council will need to find that the provisions of the ordinance are in the best interest of and protect the health, safety, and welfare of the residents of the City.

**ORDINANCE NO. O2024-008**

**AN ORDINANCE** of the City Council of the City of Tumwater, Washington, amending Chapter 18.22 of the Tumwater Municipal Code to allow for high intensity mixed use residential uses in the GC General Commercial zone district as more particularly described herein.

**WHEREAS**, it was determined that Chapter 18.22 *GC General Commercial* of the Tumwater Municipal Code should be updated to allow for high intensity mixed use residential developments as permitted uses that preserve the general commercial capacity of the zone district; and

**WHEREAS**, this Ordinance meets the goals and requirements of the Growth Management Act; and

**WHEREAS**, the proposed amendments are consistent with the City's Comprehensive Plan; and

**WHEREAS**, the Attorney General *Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property* (October 2024) was reviewed and utilized by the City in objectively evaluating the proposed amendments; and

**WHEREAS**, this Ordinance was sent to the Washington State Department of Commerce on November 7, 2024, at least sixty days before the proposed code amendments were adopted, in accordance with RCW 36.70A.106; and

**WHEREAS**, on November 8, 2024, the Washington State Department of Commerce notified the City that the requirements for State Agency notification for the proposed amendments had been met, as required by RCW 36.70A.106; and

**WHEREAS**, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC on November 7, 2024, and a Determination of Non-Significance (DNS) was issued on November 22, 2024; and

**WHEREAS**, the Planning Commission had a briefing on the code amendments on November 26, 2024; and

**WHEREAS**, the Planning Commission held a public hearing on the code amendments on December 10, 2024; and

**WHEREAS**, following the public hearing and deliberations, the Planning Commission recommended approval of the code amendments by the City Council; and

**WHEREAS**, the General Government Committee discussed the Planning Commission's recommendation on the code amendments on January 8, 2025; and

**WHEREAS**, the City Council considered the proposed code amendments on January 21, 2025; and

**WHEREAS**, the City Council finds that the provisions of this Ordinance are in the best interest of and protect the health, safety, and welfare of the residents of the City.

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

**Section 1.** Section TMC 18.22.020, Permitted Uses, of the Tumwater Municipal Code is hereby amended to read as follows:

**18.22.020 Permitted uses.**

Uses permitted in the GC district are as follows:

- A. Professional services;
- B. General retail sales;
- C. General offices;
- D. Appliance equipment repair;
- E. Support facilities;
- F. Parks and open space areas;
- G. Recreational facilities;
- H. Restaurants;
- I. Automobile service stations including car washes;
- J. Post offices;
- K. Motels, hotels;
- L. Planned unit developments (PUD);
- M. Medical clinics;
- N. Child day care center, child mini-day care center;
- O. Adult family homes, residential care facilities;
- P. Group foster homes;

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- Q. Private clubs and lodges;
- R. Family child care home;
- S. Mixed use structures;

T. The following multifamily residential:

1. Multifamily residential structures with a minimum density of forty dwelling units per acre that are part of a mixed use development in the same structure or site.

2. Multifamily residential structures consisting of a minimum of three and a maximum of four stories on sites within one-quarter mile of a degree-granting state education facility. A minimum density of fourteen dwelling units per acre shall be provided. Calculation of density is based on the portion of the site devoted to residential and associated uses (e.g., dwelling units; private community clubs; open space; stormwater detention, treatment and infiltration). The following land is excluded from density calculations:

a1. Land that is required to be dedicated for public use as open space, right-of-way, or land on which development is prohibited by TMC Title 16, Environment, and land that is to be used for private roads. Provided, that portion of park and open space areas that consists of stormwater facilities and that is designed for active and/or passive recreational purposes in accordance with the drainage design and erosion control manual for Tumwater shall not be excluded from density calculations.

b2. Land that consists of lots devoted to uses other than residential and associated uses, including but not limited to churches, schools, and support facilities (except for stormwater detention, treatment and infiltration facilities);

- U. Personal services;
- V. Used motor oil recycling collection point;
- W. Parking lots as separate, primary uses are permitted. The proposed parking lot shall exclusively serve specifically identified uses in or adjacent to the district to accommodate shared employee or customer parking or off-site employee parking. The uses served by the lot may change over time;
- X. Parking structures;
- Y. Park and ride lots;
- Z. Museum, library, art gallery;
- AA. Recreational vehicle parks;
- BB. Riding academies;
- CC. Entertainment facilities;

- DD. Nurseries, retail;
- EE. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;\*
- FF. Equipment rental and sales facilities;
- GG. Motorsports sales facility, provided outdoor displays or visible storage of vehicles does not cover an area larger than ten percent of the gross floor area of the facility;
- HH. Electric vehicle infrastructure;
- II. Community gardens;
- JJ. Farmers markets;
- KK. Marijuana retailer;
- LL. Motor vehicle sales facilities located west of Interstate 5 and south of Bishop Road subject to the requirements set forth in TMC 18.42.090;
- MM. Breweries, wineries, distilleries;
- NN. Auto repair facilities;
- OO. Churches;
- PP. Temporary expansions of schools, such as portable classrooms;
- QQ. Animal clinics or hospitals;
- RR. Convalescent centers, rest homes, nursing homes;
- SS. Movie theaters, playhouses and similar performance and assembly facilities;
- TT. Senior housing facilities, independent and assisted;
- UU. Taverns, cocktail lounges;
- VV. Food trucks or trailers in accordance with TMC 18.42.120;
- WW. Food truck or trailer courts in accordance with TMC 18.42.120;
- XX. Permanent supportive housing, subject to 18.42.150;
- YY. Transitional housing, subject to TMC 18.42.150;
- ZZ. Emergency housing, subject to TMC 18.42.150;
- AAA. Emergency shelter, subject to TMC 18.42.150;
- BBB. Optometry clinics.

\*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for

wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2022-013, Amended, 10/04/2022; Ord. O2021-019, Amended, 01/18/2022; Ord. O2020-005, Amended, 03/16/2021; Ord. O2019-020, Amended, 11/19/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2016-006, Amended, 06/07/2016; Ord. O2015-001, Amended, 10/20/2015; Ord. O2014-012, Amended, 08/19/2014; Ord. O2013-013, Amended, 10/01/2013; Ord. O2012-003, Amended, 07/17/2012; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O2003-001, Amended, 02/18/2003; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

**Section 2.** Section TMC 18.22.040, Conditional Uses, of the Tumwater Municipal Code is hereby amended to read as follows:

**18.22.040 Conditional uses.**

Conditional uses in the GC district are as follows:

A. Transportation terminals;

~~B. High-rise residential (five stories or more);~~

~~BC.~~ Wireless communication towers;\*

~~CD.~~ Schools;

~~DE.~~ Mini-storage facilities;

~~EF.~~ The following essential public facilities:

1. Emergency communication towers and antennas;\*
2. State education facilities;
3. Large scale state or regional transportation facilities;
4. Prisons, jails and other correctional facilities;
5. Mental health facilities (including but not limited to congregate care facilities; adult residential treatment facilities; evaluation and treatment centers);
6. Inpatient facilities including substance abuse facilities (including but not limited to: intensive inpatient facilities; long-term residential drug treatment facilities; recovery house facilities);

~~FG.~~ Private post-secondary education facilities;

~~GH.~~ Kennels;

~~HI.~~ Campgrounds.



\*Emergency communication towers and antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval if they apply, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2016-037, Amended, 01/03/2017; Ord. O2014-012, Amended, 08/19/2014; Ord. O2008-016, Amended, 09/16/2008; Ord. O2003-001, Amended, 02/18/2003; Ord. O2000-004, Amended, 07/18/2000; Ord. O97-019, Amended, 06/17/1977; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1996)

**Section 3.** Section TMC 18.22.050, Development Standards, of the Tumwater Municipal Code is hereby amended to read as follows:

**18.22.050 Development standards.**

Development in the GC zone district must meet the following requirements:

- A. Site area: no minimum, except the lot shall be adequate to provide for required parking, yards and landscaping;
- B. Lot coverage, maximum impervious surface: eighty-five percent of the total area of the lot;
- C. Structure height: a maximum height of sixty-five feet; provided, however, that no structure shall penetrate imaginary airspace surfaces as defined by 14 C.F.R. Part 77. A map that provides detailed information on ground and imaginary airspace surface elevations is available for inspection in the community development department. Note: New multifamily or mixed use projects with a total of thirty or more dwelling units that provide thirty percent of those units as permanently affordable housing units would be allowed a maximum building height increase of ten feet, subject to imaginary airspace surface limitations. This would create a new maximum height limit of seventy-five feet. Projects providing permanently affordable housing units by this method would have to meet the requirements of TMC 18.42.140;
- D. Yards.\*
  - 1. Front: no minimum setback,
  - 2. Side: no minimum,
  - 3. Rear: no minimum.

Where any structures or portions of structures are adjacent to any residential zoning district, the minimum structural setback shall be twenty feet. Where structures are constructed over one story, the setback of the structure from the adjacent property line or lines shall be increased by ten feet for every story above

the ground level story of the proposed new building, and shall be screened from view in accordance with TMC Chapter 18.47.

E. Park and Open Space Area. New development in this zone district shall set aside land for park and open space area as specified in TMC 17.12.210 and 18.42.130 and the citywide design guidelines.

F. Mixed Use Development. Mixed use development must include both non-residential and multifamily residential uses that meet the following conditions:

1. Multifamily Residential Development.

a. Density. In the area of the project designated for multifamily residential development, multifamily residential development that is part of a mixed use development in the same structure or on the same project site shall have a minimum density of forty dwelling units per acre.

2. Non-Residential Development.

a. Non-residential uses in a mixed use development in the same structure must occupy twenty-five percent or more of the total square footage of the structure.

b. Non-residential uses in a mixed use development in the same project site must occupy forty percent or more of the total square footage of the project site.

\* See Diagram 18.04.670, Yard Determination Diagram, in TMC 18.04.230, Y definitions.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2020-015, Amended, 02/16/2021; Ord. O2016-037, Amended, 01/03/2017; Ord. O2011-002, Amended, 03/01/2011; Ord. O2004-009, Amended, 12/07/2004; Ord. O2000-004, Amended, 07/18/2000; Ord. O97-024, Amended, 03/03/1998; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

**Section 4. Corrections.** The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 5. Ratification.** Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

**Section 6. Severability.** The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

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**Section 7. Effective Date.** This ordinance shall become effective immediately after passage, approval and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF TUMWATER

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

# General Commercial Residential Mixed Use Ordinance No. O2024-008



**City Council – January 21, 2025**

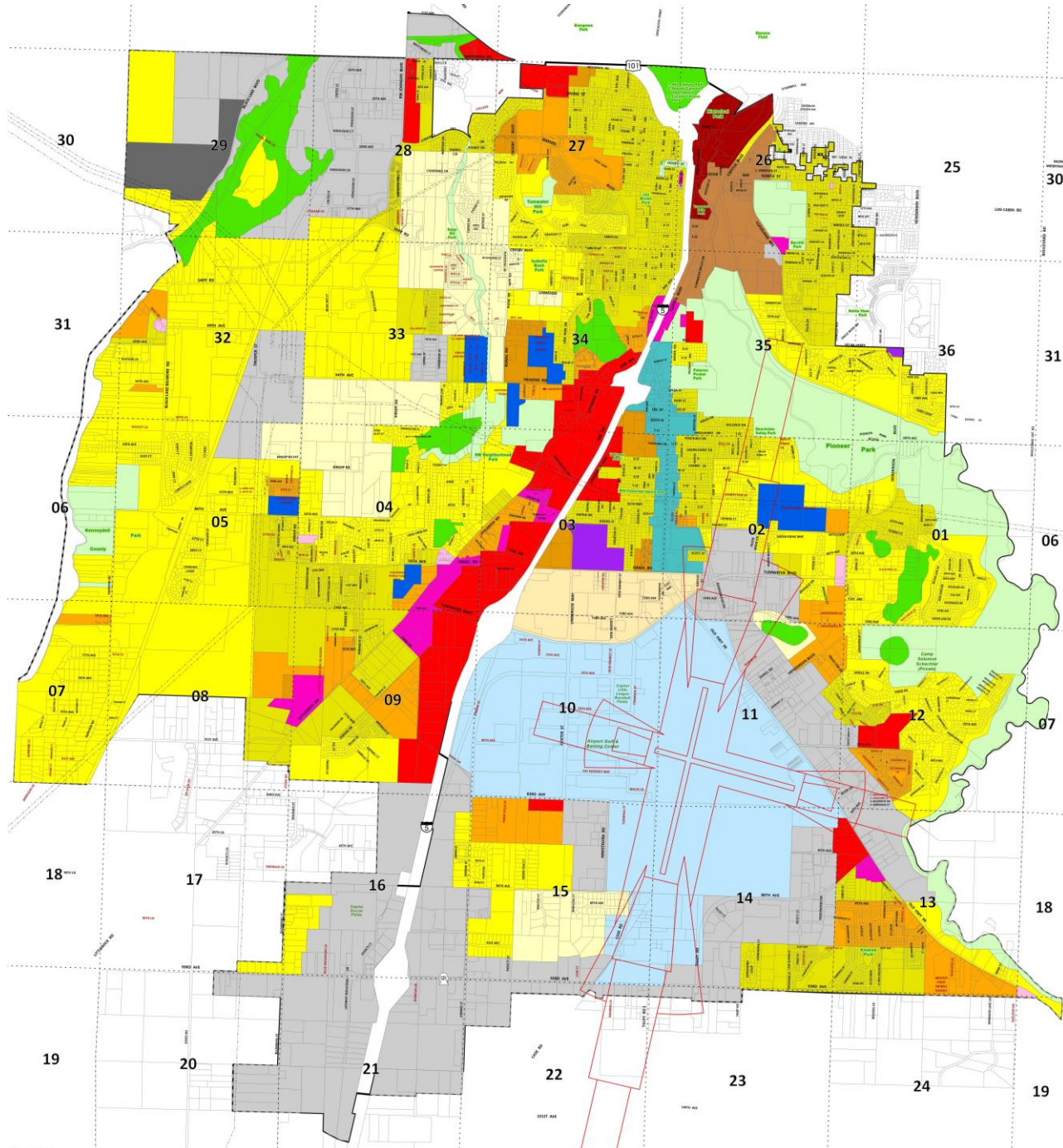
# Scope of the Ordinance

The amendments will modify TMC Chapter 18.22 *GC General Commercial* to allow for high intensity mixed use residential uses in the GC General Commercial zone district



# General Commercial

Those areas in red on the map are part of the General Commercial zone district within the City and its urban growth area



# Residential Mixed Use

Remove as a conditional use in the General Commercial zone district:

*High rise residential (five stories or more)*

Add as a permitted use in the General Commercial zone district:

*Multifamily residential structures with a minimum density of forty dwelling units per acre that are part of a mixed use development in the same structure or site.*



# Mixed Use Development

Add requirements for mixed use development:

*F. Mixed Use Development. Mixed use development must include both non-residential and multifamily residential uses that meet the following conditions:*

*1. Multifamily Residential Development.*

*a. Density. In the area of the project designated for multifamily residential development, multifamily residential development that is part of a mixed use development in the same structure or on the same project site shall have a minimum density of forty dwelling units per acre.*





# Mixed Use Development (Continued)

Add requirements for mixed use development:

[...]

2. *Non-Residential Development.*

a. *Non-residential uses in a mixed use development in the same structure must occupy twenty-five percent or more of the total square footage of the structure.*

b. *Non-residential uses in a mixed use development in the same project site must occupy forty percent or more of the total square footage of the project site.*



# Next Steps

Adopt Ordinance No. 02024-008 amending Chapter 18.22 of the Tumwater Municipal Code, as recommended by the General Government Committee at their January 8, 2025, meeting.

