



CITY OF
TUMWATER

**CITY COUNCIL WORK SESSION
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater Fire Department
Headquarters, EOC, 311 Israel Rd. SW,
Tumwater, WA 98501**

**Tuesday, July 23, 2024
6:00 PM**

1. Call to Order
2. Roll Call
- [3.](#) 10-Year Destination Master Plan, a Community-Driven Sustainable Tourism Plan (Executive Department)
- [4.](#) Diversity, Equity, Inclusion, and Belonging – Budget Planning (Community Development Department)
- [5.](#) MuniFin 201 - Budget (Finance Department)

Council Considerations

- [6.](#) Interlocal Agreement and Memorandum of Understanding Between the City of Tumwater and Thurston County regarding the Community Development Block Grant Entitlement Program (Executive Department)
7. Mayor/City Administrator's Report
8. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/85194125158?pwd=FqZMcqvX5kLvRoANFk89smY5UbFTPJ.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 851 9412 5158 and Passcode 013242.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 4:00 p.m. the day of the meeting. Comments are submitted directly to the Councilmembers and will not be read individually into the record of the meeting.

Post Meeting

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us

TO: City Council
FROM: Lisa Parks, City Administrator
DATE: July 23, 2024
SUBJECT: 10-Year Destination Master Plan, a Community-Driven Sustainable Tourism Plan

1) Recommended Action:

No action requested. This is informational only.

2) Background:

Staff from Experience Olympia & Beyond (a.k.a. Olympia-Lacey-Tumwater Visitor & Convention Bureau) will give a presentation on the completion of a 10-Year Destination Master Plan, a Community-Driven Sustainable Tourism Plan for our region. For the past year, the VCB along with a fifteen-member Steering Committee representing each Thurston jurisdiction and tribes, the Thurston Chamber of Commerce, Thurston EDC, Olympia Downtown Alliance and representatives from the private sector have been working on crafting this plan. The plan is now completed and ready for implementation.

Learn more about the plan here: [Shaping the Future of Thurston County | Experience Olympia](#)

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

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

We Believe in PEOPLE:

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

4) Alternatives:

☐ None

5) Fiscal Notes:

None.

6) Attachments:

A. None

TO: City Council
FROM: Brad Medrud, Planning Manager
DATE: July 23, 2024
SUBJECT: Diversity, Equity, Inclusion, and Belonging – Budget Planning

1) Recommended Action:

This item is informational only.

2) Background:

Dr. Linda Paralez will be presenting a summary of the City's work with Demarche Consulting Group on implementing diversity, equity, inclusion, and belonging concepts with the City staff and discussing how this work may be incorporated into the City's upcoming biennial budgeting process.

3) Policy Support:

Refine and Sustain a Great Organization

- 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.
 - Review plans, policies, and documents for potentially racist and biased language.
-

4) Alternatives:

☐ None.

5) Fiscal Notes:

Funding is from the general fund.

6) Attachments:

A. Presentation



ABOUT OUR DIVERSITY,
EQUITY, INCLUSION,
AND BELONGING
JOURNEY SO FAR..



AN AGENDA OF LEARNING

Objectives:

To provide individuals with awareness of self and the principles of Diversity, Equity, Inclusion, and Belonging.

1. Build a **basic/foundational** awareness of Diversity, Equity, Inclusion, and Belonging, starting with leadership to model expected behavior for all divisions of your organization and as public servant leaders.
2. To build a better capacity, model empathetic behavior in serving each other and your residents and recognize community disparities.
3. Recognize your biases to build better habits that invite inclusion and belonging as public servants.
4. Learning to be more curious, accountable, and comfortable with courageous conversations.

A WORKBOOK FOR ONGOING LEARNING

Contains:

- **Exercises for self-driven learning in DEI**
 - Biases
 - Privilege
 - Intersectionality
 - Stereotypes
 - Systemic and structural Racism and Discrimination
 - Microaggressions
 - Bullying and Allyship
 - Generational trauma
 - Cultural competency
 - Equality vs Equity
 - Equity toolkits
- **Video links**
- **An extensive bibliography**
- **Places to take notes and capture self-accountability**

STARTED WITH SHARED LANGUAGE

Diversity is...

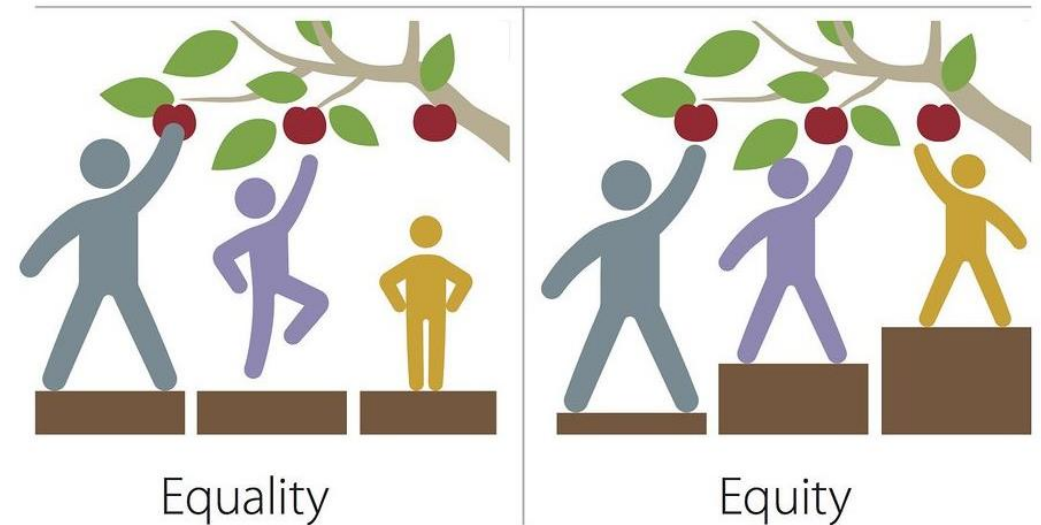
- What you get.
- An outcome of practices, policies, systems, service levels, etc.
- It appears in applied housing codes and ordinances, hiring practices, community policing, human and legal services, customer service, and community outreach.
- In essence, your community's reputation as a welcoming and affordable place to live.



STARTED WITH SHARED LANGUAGE

Equity is...

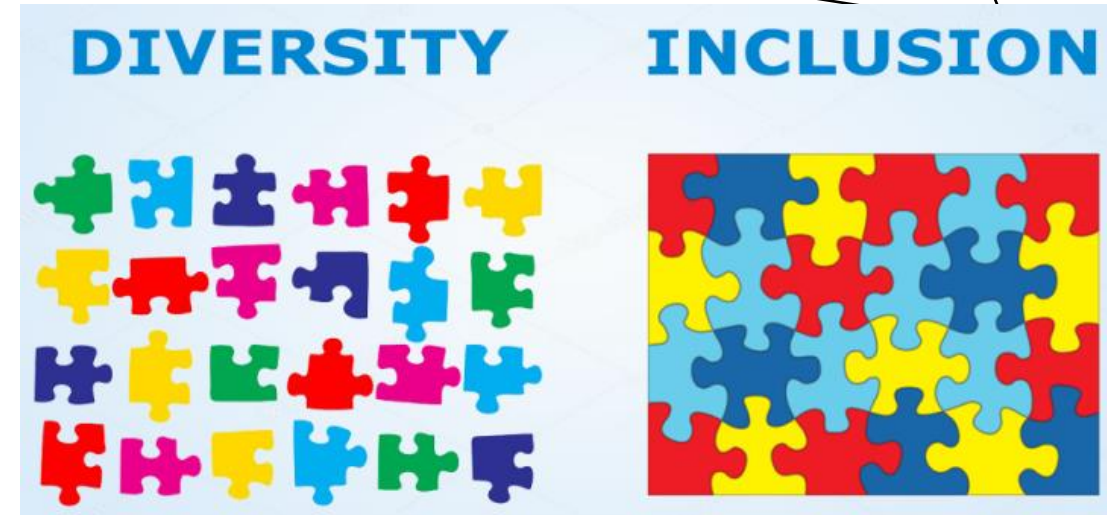
- What you want.
- The continual audit of policy, practices, service levels, and selection of projects to ensure the equitable distribution of resources and services.
- Accommodation for underserved populations and individuals, e.g., handicapped access, cooling centers, wellness checks, affordable housing, public defenders, human services, etc.
- Reasonable accommodation within the workplace.



STARTED WITH SHARED LANGUAGE

Inclusion is...

- What you do, how you behave.
- The reflection of both a community's and an organization's culture.
- A shared belief about working together for a 'greater good.'
- Requires transparency, outreach, extensive planning and, *measured* inclusiveness.



STARTED WITH SHARED LANGUAGE

Belonging is...

- How you feel.
- The sense of psychological safety in the workplace and in the institutions of the community (schools, centers, parks, shopping areas, etc.).
- Often measured by the participation of citizens and staff on surveys about how they feel about their community, its amenities, and their access to them.



TOPICS WE'VE COVERED SO FAR

Explicit and Implicit Types of Bias

Confirmation Bias: Only seeking data, analysis, and hires that confirm pre-existing views.

Affinity Bias: Tending to listen to / favor those individuals most similar to us in style, education, background, interests, culture, etc.

Attribution Error or Bias: Not considering situational factors when assessing others' behaviors or performance.

Performance Bias: Letting recent events skew perspective on long-term trends.

Groupthink Bias: Lack of dissenting perspectives or diverse debate when making major decisions.

Survivorship Bias: Only examining what succeeded rather than lessons from failures.

Beauty Bias: The assumption that attractive people will perform and be treated better. The belief that certain positions require attractive people.

Just World Bias: The belief that “You get what you deserve.”

Retribution Bias: The assumption that inflicting punishment is more important than preserving the relationship.

Racial, Cultural, Language, or Name Bias: Showing a preference for one race over another. Judging or treating people differently based on their names. Having difficulty accommodating language or cultural norms.

Age Bias: Denying opportunities or treating someone differently because of their age.

Gender Bias: Passing judgment based on traditional traits defining masculinity or femininity.

Equity Maturity Model – Our Growth Path

Racial Equity Maturity Model	Areas of Focus for Equity Work			
	Communications	Accordance or Conformity	Performance	Improvement
Community and Staff Impact	Integrated and Strategic Representation of the community in diversity and social justice issues effectively enhances organizational performance and community satisfaction. Outreach/communication to staff and all community members is integrated into standard business processes and outcome metrics.	Pay equity is a top priority for City leadership. All financial and policy audits are in accordance with standards, including equity goals and expectations.	Equity, DEIB initiatives, audit performance, and service level targets enhance organizational performance, mission, vision, and values. The city has a balanced diversity representation in all positions relative to the region's populations. Recruitment, retention, and diversity within the ranks are essential strategic metrics.	Strategically established goals are supported by planned funding, which targets investment in learning and growth across all staff, with measurable increases in productivity and quality. Enhancements to technology, business processes, and partnerships are realized at a pace consistent with the strategic plan.
	Progressing and Tactical City Staff use a shared language about equity and DEIB. Frequent and targeted outreach to identified communities and customer groups is routine. Employee surveys that gauge psychological safety, belonging, and inclusion are routine and form the basis for improvements.	Accordance with equity standards and municipal planning and performance expectations is achieved. Leaders and employees conform with using equity tools to define the importance of equity in the design and delivery of municipal services. Audits always include equity analysis.	Findings from internal and external surveys that reflect DEIB's performance are shared and celebrated. Audit findings are widely reviewed internally. The community is also informed about compliance with some equity standards and expectations for performance.	New projects to enhance DEIB in support of the city's equity goals are accomplished and celebrated annually. Community members participate and advise. The city has one or more annual leadership development initiatives to improve equity and DEIB among all employees.
	Basic and Compliant Communication, internal and external, is consistent with the city's commitment to and activities around equity and DEIB learning.	Leaders and employees often use tools to define DEIB importance in designing and delivering municipal services. Training is routine, and shared language is reinforced. Audits usually include equity analysis.	Performance to service level targets/standards are published and shared with the community.	Plans for improvements and audits of processes and policies are scheduled, and resources are assigned.
	Emerging Commitment to racial equity is generally expressed. Leadership is developing a shared language and understanding. Plan policies and service levels for racial equity are not yet widely communicated with all staff.	Some benchmarking is emerging. Some grant applications, training, and process changes are underway. Most are siloed within departments and not connected. Use of equity toolkits is beginning.	Plan policies and target service levels for equity performance are not fully developed, and not all programs collect or publish performance metrics.	Some data gathering and modeling are started, and some projects or processes are funded targets for equity auditing.

DEIB Strategic Plan 2024 – 2029

- It outlines tangible steps the City can take to work toward a more equitable environment, embed equity tools into decision-making, and further commit to developing a diverse and inclusive community.
- Three areas of emphasis are **organizational culture**, **communications and engagement**, and **plans, policies, and budgets**.

Budget Work with the DEIB Strategic Plan

- Once there is agreement on the first biennium priorities, leads for each priority will be assigned, affected departments will be identified, and priorities will be incorporated into the 2025-2026 budget discussions.
- Each priority will be further developed by the leads and department affected with monitoring and reporting.
- Resource constraints will be mapped, and organizational needs will be prioritized for the near-term future by Department and Division.



QUESTIONS?



TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: July 23, 2024
SUBJECT: MuniFin 201 - Budget

1) Recommended Action:

No action requested, this is informational only.

2) Background:

As we prepare to embark on our biennial budget journey, the Finance Department will provide you with municipal finance educational sessions.

April 23, 2024	Revenues
May 14, 2024	Expenditures
May 28, 2024	Debt
July 23, 2024	Budget

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

4) Alternatives:

☐ n/a

5) Fiscal Notes:

n/a

6) Attachments:

A. none

TO: City Council
FROM: Lisa Parks, City Administrator
DATE: July 23, 2024
SUBJECT: Interlocal Agreement and Memorandum of Understanding Between the City of Tumwater and Thurston County regarding the Community Development Block Grant Entitlement Program.

1) Recommended Action:

Approve and authorize the Mayor to sign the Interlocal Agreement and Memorandum of Understanding for joint participation and governance of the Community Development Block Grant Entitlement Program administered by the US Department of Housing and Urban Development.

The ILA and MOU are coming to the Council for action at a Work Session due to timing considerations and deadlines established by HUD that need to be met.

2) Background:

The Community Development Block Grant (CDBG) program is administered by the US Department of Housing and Urban Development (HUD), with a stated purpose of awarding grants to eligible communities to provide decent housing and a suitable living environment, and to expand economic opportunities, principally for low- and moderate-income people. Eligibility to participate in the program is based on population data provided by the US Census Bureau, and the allocation of funding is based on a statutory formula that includes factors such as the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

For the past several years, the City of Tumwater has participated with the City of Lacey and Thurston County in receiving and administering CDBG Urban County entitlement funds through an Interlocal Agreement (ILA) and an associated Memorandum of Understanding (MOU). The ILA primarily addresses the items that are required by HUD, while the MOU addresses how the parties agree the program will be administered. In general, the agreements outline a cooperative process to distribute the total, annual CDBG entitlement allocation on a rotating basis among the jurisdictions, with the County retaining 20% of the allocation each year to cover administrative costs.

The ILA establishes 3-year terms that begin on October 1 and end on September 30 of the following year. It also indicates the 3-year term will renew automatically, although the County is required to provide written notice to the parties of their right to *not* participate in the program for the new, upcoming 3-year term. September 30, 2024 is the end of the current 3-year term, and the Cities received the required notice from the County, asking for written notification if we were choosing to not continue in the agreement. Because the City of Lacey has reached the thresholds required to be considered an independent entitlement community, they notified the County and Tumwater that they would not be continuing in the current agreement.

Working collaboratively with the County, the current ILA and MOU being presented to the Council for review and action at this meeting reflect a two-party agreement that distributes

the total annual allocation of funds on a 2-year rotating basis, with Tumwater receiving the funds in even numbered years and Thurston County receiving the funds in odd numbered years. Because HUD's formula for allocating funds to Thurston County includes consideration of the population of other CDBG entitlement communities – the City of Olympia and (now) Lacey – the total annual amount of money will be approximately \$300,000 less.

In summary, these agreements (ILA and MOU) result in a reduced amount of total annual funds available to Tumwater, however, the City will have access to the total annual funds once every two years, as opposed to the current allocation of once every three years. For the County to meet the HUD-required timelines, both agreements must be approved and executed no later than August 15, 2024.

3) Policy Support:

Build a Community Recognized for Quality, Compassion, and Humanity.
Pursue and Support Targeted Community and Economic Development Opportunities.

4) Alternatives:

Do not approve the agreements.

5) Fiscal Notes:

Approval of these agreements will result in continued support for CDBG-eligible projects proposed and awarded within the City of Tumwater

6) Attachments:

- A. Interlocal Agreement
- B. Memorandum of Understanding

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THURSTON COUNTY AND CITY OF TUMWATER TO
PARTICIPATE IN AND RECEIVE FUNDS UNDER THE FEDERAL
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT
PROGRAM**

PROGRAM YEARS 2025 – 2027

This Interlocal Cooperation Agreement (hereinafter the “Agreement”) for Community Development Block Grant Funds (hereinafter “CDBG”) is made and entered into by and between Thurston County (hereinafter the “County”), a political subdivision of the State of Washington, and the City of Tumwater, (hereinafter the “City”), a municipal cooperation within Thurston County for the purpose of receiving and administering federal funds under the CDBG Entitlement Program. This agreement will become effective upon adoption by the parties and approval by the U.S. Department of Housing and Urban Development (HUD), and will continue until terminated as provided herein.

WHEREAS, a pursuant to Section 104 (b) Title I of the Housing and Community Development Act of 1974, as amended, provides CDBG funds may be used for the support of the activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low and-moderate-income; and

WHEREAS, Thurston County notified HUD of its intent to participate as an Urban County under the CDBG program as the federal fiscal year 2013; and

WHEREAS, HUD has previously determined that Thurston County qualifies as an Urban County and is eligible to become a CDBG Entitlement grantee; and

WHEREAS, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG Entitlement Program with the County; and

WHEREAS, the purpose of this Agreement, which is entered into pursuant to, and in accordance with the State Inter-local Cooperation Act, RCW 39.34 is to plan for, and administer the CDBG Program.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

SECTION I: DEFINITIONS:

1. “Party” means a unit of local government that is a signatory to this agreement.
2. “Qualified Urban County” is a county that is eligible to be a CDBG Entitlement grantee. The qualified urban county in this agreement is Thurston County. As a qualified urban county, Thurston County shall assume overall responsibility for ensuring that the funds it receives from the CDBG Entitlement Program are managed in compliance with all applicable HUD requirements.

SECTION II: GENERAL PROVISIONS

1. This agreement covers the County and the City’s participation in the federal CDBG Program. The County has the necessary authority to accept CDBG funding as an Urban County to undertake essential and eligible community development and lower income housing assistance activities for the next three (3) Federal Fiscal Years (2025-2027) funded from the CDBG program and from any program income generated from the expenditure of such funds. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
2. By executing this agreement, each party understands that it:
 - a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county’s CDBG program; and
 - b. May receive a formula allocation under the Emergency Solutions Grant (hereinafter “ESG”) Program only through the urban county. Provided, however, that this does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows; and
 - c. May receive a formula allocation under the HOME Program and through the urban county.
3. The term of this Agreement shall be the County CDBG Urban County qualification period of the federal fiscal years 2025-2027, commencing on October 1, 2024, and ending on September 30, 2027, unless an earlier date of termination is fixed by HUD, pursuant to the ACT. This Agreement remains in effect until the CDBG, HOME, and ESG funds and program income received with the respect to activities carried out for Program Years 2025, 2026, and 2027 and any successive qualification periods are expended and the funded activities

are completed. The County and the City cannot terminate or withdraw from this Agreement except at the end of each three year qualification period.

4. This Agreement automatically renews to consecutive three (3) year terms, unless the County or the City provide written notice at least sixty (60) days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of each three (3) year term, the County will notify the City in writing by the date specified in HUD's Urban County qualification notice for the next qualification period of its right not to participate in the urban county for a successive three (3) year term with a copy of the notification sent to the HUD Field Office.
5. The Parties to this Agreement agree to adopt any amendments to this Agreement incorporating any changes necessary to meet the requirement for Cooperation Agreements set forth in the Urban County Qualification Notice by HUD applicable for a subsequent three (3) year urban county qualification period. Any amendment to this Agreement shall be submitted to HUD as provided in the urban county qualification notice as required and that such failure to comply will void the automatic renewal for such qualification period.
6. The County and the City agree to cooperate to undertake, or assist in undertaking community renewal and lower-income housing assistance activities.
7. The County and the City will take all actions necessary to assure compliance with Thurston County's certification required by Section 104 (b) of the Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1); the Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and the implementing regulations at 24 CFR part 100, and the duty to affirmatively further fair housing (AFFH); Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title 11 of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws.
8. The County will not use CDBG funding for activities in, or in support of a City that does not affirmatively further fair housing within the City's jurisdiction or that impedes the County's action to comply with the County's fair housing certification.
9. The County and the City have each adopted and are enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstration; and,
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such non-violent civil rights demonstration within jurisdictions.
- 10. The County and the City will not obstruct the implementation of the approved Consolidated Plan, the Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.
- 11. The County has final responsibility for conducting CDBG activities and annual filing of non-housing Community Development Plan and Action Plan and required certifications with HUD. The Thurston County HOME Consortium will submit the Consolidated Plan.
- 12. The County, as recipient pursuant to 24CFR 570.501 (b), is responsible for ensuring that all funds are used in accordance with all program requirements. The use of designated public agencies, sub-recipients, or contractors does not relieve the recipient of this responsibility. The County is also responsible for determining the adequacy of performance under sub-recipient agreements and procurement contracts, and for taking appropriate action when performance problem arise, such as the actions described in 24CFR 570.910.
- 13. Where the City is participating with, or as part of an urban county, the County is responsible for applying to the City the same requirement of a written agreement as described in 24 CFR 570.503, except that the five-year period identified under 24 CFR 570.503 shall begin with the date that a participating City is no longer considered by HUD to be a part of the urban county, instead of the date that the sub-recipient agreement expires.
- 14. The County and the City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2025, 2026, and 2027, the years during which the City is participating in the Thurston County CDBG Program.
- 15. Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub L. 113-235, a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974, as amended.

16. The County and the City agree to execute a Memorandum of Understanding (MOU) determining the governance structure, including decision and administrative processes to carry out the terms of this Agreement.
17. This Agreement creates no separate legal entity.
18. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites of the County and the City as provided by RCW 39.34.040.
19. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.
20. This Agreement shall be effective upon the signature by the last of the parties hereto.

Thurston County**City of Tumwater**_____
Tye Menser, Chair of Board_____
Debbie Sullivan, Mayor

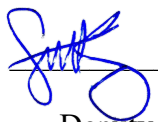
Date: _____

Date: _____

Approved as to form:

Approved as to form:

County Prosecuting Attorney:

By: _____
DeputyBy: _____
City Attorney

MEMORANDUM OF UNDERSTANDING for Governance, Decision Making and Administration of the Community Development Block Grant Program

This memorandum of understanding (MOU) is entered into duplicate originals between Thurston County (hereinafter the "County"), a political subdivision of the State of Washington, and the City of Tumwater (hereinafter the "City"), a municipal corporation within Thurston County, for purposes of defining a governance, decision making and administrative structure to manage the Community Development Block Grant (hereinafter the "CDBG") entitlement funding. These CDBG funds are referenced in the Interlocal Cooperation Agreement (Agreement) between the County and the City to participate and receive funds under the federal CDBG entitlement program.

WHEREAS, the County and the City have agreed to pursue funding from the Department of Housing and Urban Development (HUD) for CDBG;

WHEREAS, the County and the City recognize the need to create a governance/administrative structure to manage CDBG funding in a fair and equitable way with particular attention paid to meeting both urban and rural needs;

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- I. The County shall be the administrator of the CDBG Entitlement Program in accordance with the provisions of the Agreement referenced above.
- II. Decisions for the division of CDBG funding for each year within the three-year term of the agreement shall rotate on an annual basis with south county and unincorporated county have the authority to select CDBG funded projects in odd years and Tumwater in even years. Projects selected for an award in south county and unincorporated county shall be made by a committee consisting of equal representation from incorporated and unincorporated jurisdictions. Each of the parties shall receive CDBG grant funds in an amount equal to the annual allocation of CDBG grant funds for each year it selects CDBG funded projects less 20% of the grant that will be applied toward the County's administrative costs, unless specifically waived by a party to this agreement.
- III. This Memorandum of Understanding will terminate in coordination with the end date of the Agreement.
- IV. This Memorandum of Understanding creates no separate legal entity.
- V. Prior to its entry into force, this Memorandum of Understanding shall be filed with the Thurston County Auditor's Office or posted upon the websites of the County and City as provided by RCW 39.34.040.

VI. This Memorandum of Understanding shall be governed by the laws of the State of Washington as to interpretation and performance. The parties agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

VII. This Agreement shall be effective upon the signature by the last of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by the dates and signature herein under affixed. The persons signing this MOU on behalf of the parties represent that each has authority to execute this MOU on behalf of the party entering into this MOU.

Thurston County

City of Tumwater

Tye Menser, Chair of Board

Debbie Sullivan, Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:



Deputy Prosecuting Attorney

Attorney