

**Technical Services Agreement**  
**Between King County and City of Tumwater**  
**For Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin**

This Technical Services Agreement (“Agreement”) is made and entered into by King County, as represented by its Executive Climate Office on behalf of the Puget Sound Climate Preparedness Collaborative (Collaborative), hereinafter referred to collectively as “County,” and City of Tumwater, hereinafter referred to as “Cohort Participant” (collectively referred to as the “Parties”) in order for the County to provide technical services to support the Cohort Participant’s climate preparedness activity project (the “Project”).

The Parties mutually agree as follows:

**I. Purpose**

The purpose of this Agreement is to provide a mechanism to execute, and establish expectations for, the Small Communities Cohort Program, as described in Exhibit A, attached to this Agreement and incorporated herein. King County will facilitate the Collaborative’s retention of Small Community Cohort Fellows (“Cohort Fellow”) who will work with Cohort Participants to refine and develop Projects consistent with the Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin grant awarded by the National Oceanic and Atmospheric Administration (“NOAA Grant”), Award Number NA24NOSX473C0116-T1-01 / NA24NOSX473C0116 / Mod 0.

**II. Management of Technical Services Provision**

- A. The provision of services under this Agreement will be managed for the County by the King County Climate Preparedness Manager, or other staff as designated by the County, and by Cohort Participant staff as may be designated by the Cohort Participant (“Project Administrator”).
- B. In the event that a dispute arises under this Agreement, it shall be resolved by and between the King County Climate Preparedness Manager and the Project Administrator. If the dispute cannot be resolved at that level, it shall be referred for resolution to the Director of the King County Executive Climate Office and the Director of the Water Resources & Sustainability Department. This dispute resolution provision shall not be construed as prohibiting either Party from seeking enforcement of the terms of this Agreement, or relief or remedy from a breach of the terms of this Agreement, in law or in equity. Venue for dispute resolution will be King County, Washington.

### **III. Responsibilities**

#### **A. Responsibilities of both Parties**

- a. The Parties agree to work together to refine and finalize the Project scope of work as submitted by the Cohort Participant and selected by the County, consistent with the NOAA Grant. The Project scope of work is described in Exhibit B attached hereto and incorporated by reference. The final Project scope of work, as agreed to by the Parties in writing, will include Project tasks, a Project timeline, and Project deliverables.
- b. Changes in Project tasks, timeline, and/or deliverables must be agreed upon in writing, and in advance of taking action on any such changes, by the County and Cohort Participant.
- c. The Parties shall not, on the grounds of sex, race, color, gender, age, creed, disability, marital status, national origin, religion, pregnancy, gender identity or expression, domestic violence victimization, sexual orientation, honorably discharged veteran or military status, use of a service or assistive animal by a person with a disability, or any other status protected by federal, state or local law, exclude any person from participation in, or deny any person the benefits of, the work encompassed within the Project. Additionally, the Parties shall not, and shall not allow or permit, retaliation of any kind against anyone who in good faith reports incidents of harassment, discrimination, or inappropriate conduct.

#### **B. Cohort Participant Responsibilities**

- a. In addition to the responsibilities outlined in Section III (A), above, the Cohort Participant shall also be responsible for:
  - i. Granting written permission to the County, through signature of this agreement, to identify the Cohort Participant as a participant of the NOAA Grant.
  - ii. Providing informational and advertising materials, inclusive of logos, for the County and Collaborative website, social media, and other public facing interfaces.
  - iii. Providing input on, and supporting implementation of, Project tasks undertaken by the County in accordance with the Project scope of work as described in Exhibit B and any amendments thereto. This may include providing input via meetings, emails, or phone calls; document review; helping to connect County staff with relevant community documents; and other as-needed support necessary to successful completion of the work.

#### **C. County Responsibilities**

- a. The County, on behalf of the Collaborative, shall be responsible for:
  - i. Assigning a Small Community Cohort Program Fellow (“Cohort Fellow”) to the Project. The Cohort Fellow may have up to four communities assigned to their

work portfolio at any given point in time. Ensuring Cohort Fellows are supporting the needs of the Project. Cohort Fellows will be expected to assist with: (1) research; (2) facilitating meetings; (3) coordinating; (4) working with technical consultants; (5) developing project materials, as identified in the finalized Cohort work plan; (6) quarterly reporting; and project management; (7) completion of a final Cohort Program Report and community case studies; and (8) other duties as assigned and relevant to completing the Project scope of work.

- ii. Contracting with any consultant(s) identified by both Parties in supporting the project. The Cohort Participant will receive a maximum of \$32,708 worth of time in as-needed professional consulting services, to be paid for directly by the County, unless approved otherwise by King County.
- iii. Supervising all Cohort Fellows, King County Project staff, and contracting time paid for with NOAA funds. For environmental compliance purposes, all work performed and completed using NOAA funds will be in accordance with applicable federal, state, and local laws, and will adhere to best management practices and NOAA grant requirements.

#### **IV. Duration, Termination, and Amendment**

- A. This Agreement shall be effective upon the date of the last signature affixed below, and will expire on December 31, 2027 unless terminated sooner or extended as provided herein.
- B. This Agreement may be terminated by either Party upon 30 days written notice.
- C. This Agreement may be amended or extended only by written agreement of the Parties.
- D. This Agreement is not assignable by either Party, either in whole or in part.
- E. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person will have any right of action based upon any provision of this Agreement.
- F. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party will be deemed, or represent themselves to be, employees of any other Party.
- G. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the

original Agreement.

- H. The Parties' obligations under this Agreement are contingent upon the ongoing availability of funds under the NOAA Grant during the duration of this Agreement. If funding under the NOAA Grant ceases, the County will provide notice to Cohort Participant and the Agreement may be terminated, pursuant to Section IV, above.

**V. Indemnification and Hold Harmless**

County shall protect, defend, indemnify, and save harmless the Cohort Participant, its officers, officials, and employees, while acting within the scope of their employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from County's own negligent acts or omissions, or the negligent acts or omissions of County's officials, officers, or employees arising under the terms of this Agreement. The Cohort Participant shall protect, defend, indemnify, and save harmless County, its officers, officials, and employees, while acting within the scope of their employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the Cohort Participant's own negligent acts or omissions, or the negligent acts or omissions of the Cohort Participant's officials, officers or employees arising under the terms of this Agreement. Each Party agrees that its obligations under this Article V extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorney's fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The indemnification provided for in this Article V shall survive the termination of this Agreement.

*\*\*\*Signatures on the following page\*\*\**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

**King County:**

APPROVED AS TO FORM

\_\_\_\_\_  
By:  
Title: Deputy Prosecuting Attorney

\_\_\_\_\_  
By:  
Title: Director, Executive Climate Office

**City of Tumwater:**

APPROVED AS TO FORM

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

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

ATTEST:

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

## Exhibit A

### *Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin*

## **Project Narrative**

*The following is an excerpt from the project narrative describing the National Oceanic and Atmospheric Administration (NOAA) Climate Resilience Regional Challenge grant awarded to King County on behalf of the Puget Sound Climate Preparedness Collaborative. For the full project summary and project narrative, please email [PSCPC@Kingcounty.gov](mailto:PSCPC@Kingcounty.gov).*

### **Task 2. Create a Small Communities Cohort Program to support climate preparedness in smaller and less resourced jurisdictions and Tribes.**

In western Washington, many smaller urban and rural jurisdictions and Tribes reside in areas that are prone to coastal flooding, river flooding, wildfire, and wildfire smoke. However, these same jurisdictions and Tribes often lack the staffing, funding, or other resources to address their specific climate preparedness and resilience needs. This can exacerbate existing inequities that increase the vulnerability of residents in those communities to climate change.

Task 2 will help address these challenges by building capacity for climate preparedness planning and implementation in smaller and less resourced jurisdictions and Tribes in the Puget Sound basin. This will be done by:

- Engaging smaller and less-resourced jurisdictions and Tribes to identify and support climate preparedness information and resource needs specific to those communities. (Task 2.1)
- Creating a Small Communities Cohort Program to directly support work on community-identified climate preparedness priorities in nine to 12 smaller and less-resourced jurisdictions and Tribes. (Task 2.2)

Smaller and less resourced jurisdictions are currently defined as jurisdictions with 50,000 or fewer residents and/or communities with 15 percent or more of the population living at 200 percent of poverty level or lower. All Coast Salish Tribes are automatically included in the scope of Task 2 programming. Criteria will be finalized as part of Task 2 implementation. Task deliverables and anticipated completion dates are included at the end of this task description.

#### **Task 2.1 Engage smaller and less-resourced jurisdictions and Tribes to identify and support climate preparedness information and resource needs specific to those communities.**

Collaborative staff will conduct outreach to smaller and less resourced jurisdictions and Tribes in the Puget Sound region for the purpose of: 1) identifying climate preparedness information and resource needs specific to these communities, 2) ensuring that Collaborative programming and technical resources are addressing those needs, and 3) raising awareness about the Collaborative, the Small Communities Cohort Program, and other ways that participation in the Collaborative can support their climate preparedness work.

Task 2.1 outreach will include an electronic survey of smaller and less resourced jurisdictions and Tribes, to be conducted as part of the community preparedness needs survey in Task 1.1. An estimated 15 jurisdictions and Tribes will also be selected for more in-depth phone interviews. Collaborative staff will use federal and state data to identify jurisdictions that meet final criteria for smaller and less resourced jurisdictions.

Survey results will be used to ensure that the full range of Collaborative programming described in this proposal is responsive to the needs of smaller and less resourced jurisdictions and Tribes. This includes

integrating identified needs/topics into Collaborative calls, webinars, and convenings; hosting webinars specifically for smaller and less resourced communities; and providing technical resources that address the specific needs of smaller and less resourced jurisdictions and Tribes. This integration will be documented in work plans developed in Task 1.

**Task 2.2. Create a Small Communities Cohort Program to directly support work on community-identified climate preparedness priorities.**

The Collaborative will create a Small Communities Cohort Program providing up to 24 months of capacity support for climate preparedness work in nine to 12 smaller and less resourced jurisdictions and Tribes in the Puget Sound region. The program will help participating jurisdictions and Tribes implement one or more climate preparedness priorities by providing staffing support and up to 100 hours of consulting assistance per community. The approach will also support the development of a peer cohort, case studies, and technical resources that benefit other smaller and less resourced jurisdictions and Tribes in the Puget Sound region. There is no cost to participating jurisdictions and Tribes.

The following summarizes the Collaborative's planned approach to the Small Communities Cohort Program. Some adjustments may be needed to accommodate community and implementation needs.

*Cohort Selection.* Cohort jurisdictions and Tribes will be selected via an application process in which applicants identify the climate preparedness activity(ies) they would like supported. Proposed activities should take a maximum of 18 months to complete. Advanced notice of the opportunity will be provided prior to opening the application period to give communities time to identify candidate projects. Collaborative staff will be available to provide pre-application guidance and assistance to interested jurisdictions and Tribes. The Collaborative Steering Committee, Collaborative Program Coordinator, and King County Climate Preparedness Program Manager will review and select Cohort participants.

Collaborative staff will work with selected Cohort participants to refine project ideas before finalizing Cohort work plans. To the degree possible, participants will be grouped thematically based on project type (e.g., vulnerability assessment), climate impacts (e.g., coastal flooding, wildfire), or geography to help leverage resources and build peer partnerships. Three Cohort sub-groups with up to four jurisdictions and/or Tribes each will be created and staffed. Support needs and guidelines for allocating time between projects will be identified as part project finalization.

*Cohort Program Staffing.* The Collaborative anticipates hiring three Small Community Cohort Fellows annually (or up to six Fellows total) for the two years that the Cohort Program hosts participants. Each Cohort Fellow will be assigned to one of three Cohort sub-groups. Cohort Fellows will be responsible for supporting implementation of community projects in their Cohort sub-group, including research, facilitating meetings, coordinating and working with technical consultants, developing project materials, quarterly reporting, and project management. Additional support for integration of equity and Tribal priorities in the Small Communities Cohort Program will be provided by the Climate Equity and Tribal Partnerships Fellows described in Tasks 3 and 4.

The Collaborative will tap into climate-focused early career programs like [CivicSpark Fellows](#), [Washington Climate Corps Network](#), and [American Climate Corps](#) for staffing the Cohort sub-groups and supporting community projects. Local cost share requirements for hosting Fellows will be covered by this grant, eliminating the cost for Cohort communities. Cohort Fellows will be hosted by King County and supervised by King County's Climate Preparedness Program Manager. Additional supervisory support will be provided by the Program Coordinator. The Climate Preparedness Program Manager and Program Coordinator will work with outgoing and incoming Fellows to ensure a smooth transition between

Fellows.

*Consulting Support.* In addition to staffing support from the Cohort Fellows, each participating jurisdiction or Tribe will receive up to 100 hours of professional consulting services to support their project. Anticipated consultant support needs will be identified as part of project finalization but will remain flexible to accommodate needs that emerge as work gets underway. King County will contract with the consultant(s) and oversee the consulting support provided to jurisdictions.

*Assessment and Knowledge Sharing.* Interim and final program evaluation, inclusive of accomplishments, lessons learned, recommended improvements, and insights gained through the work with the Cohort communities will be documented in Cohort Program reports prepared by the Cohort Fellows. Cohort community case studies will also be developed and shared via Collaborative programming (webinars, monthly meetings, etc.), the Collaborative website, and workshops or conferences. Additionally, insights gained throughout the program will be integrated into the range of Collaborative programming activities described in this proposal.

<b>Task 2. Deliverables and anticipated completion dates</b>	
2.1. Community needs survey developed and administered for smaller and less resourced jurisdictions and Tribes (conducted as part of Task 1.1 survey work). Start promoting Small Community Cohort Program and anticipated application period to candidate communities as part of survey outreach.	Q1-Q2 2025
2.2. Technical memo summarizing small community survey responses and recommendations for supporting needs via the Small Communities Cohort Program and other Collaborative grant activities finalized.	Q2 2025
2.3. Small Communities Cohort Program qualifying criteria, program guidelines, and application materials finalized. Small Communities Cohort Program application period opened.	Q2 2025
2.4. Cohort communities selected and community projects finalized.	Q3 - Q4 2025
2.5. 2026 Small Community Cohort Fellows hired and placed with Cohort groups.	Q4 2025 -Q3 2026
2.6. Consultant services for Cohort communities secured. Consultant work occurring as-needed through project completion.	Q4 2025; Q1 2026-Q3 2027
2.7. Quarterly progress reports from Fellows on Cohort activities completed.	Q1 2026 - Q4 2027
2.8. 2027 Cohort Fellows hired and placed with Cohort groups. Project work continues.	Q4 2026 – Q3 2027
2.9. Cohort community projects completed.	Q3 2027
2.10. Interim and final program evaluation reports. Case studies developed	Q4 2026, Q4 2027



## **Small Communities Cohort Program – Scope of Work**

### **Participating Community: City of Tumwater**

#### **Background**

The Puget Sound Climate Preparedness Collaborative (Collaborative) is a network of local and county governments, Tribes, and organizations in the Puget Sound basin working together to advance climate preparedness. In 2024, the Collaborative was awarded a three-year federal grant from the National Oceanic and Atmospheric Administration to expand climate adaptation learning, collaboration, and technical support opportunities for Puget Sound jurisdictions and Tribes. As part of the grant, the Collaborative launched a Small Communities Cohort Program designed to provide shared staffing and consulting support for climate preparedness projects by Tribes and smaller and less-resourced jurisdictions across the Puget Sound region.

This document contains the scope of work for climate preparedness projects proposed by the City of Tumwater as part of the Collaborative’s Small Communities Cohort Program. The City of Tumwater, as a small and limited resource community, has done extremely limited work on assessing the hazards of climate change. Knowing what is coming with regards to climate-related disruptions, stressors, and impacts is important for preparing for and responding to climate impacts. Recognizing this, Tumwater has included an action to complete a Climate Change Vulnerability Assessment as part of the City’s soon to be adopted Comprehensive Plan Climate Element.

#### **Project Overview**

The goals of this project are to complete a climate change vulnerability assessment and adaptation plan for the City of Tumwater covering Tumwater communities, built assets, natural assets, and City operations and services. Knowing the areas, assets, and populations most at risk will help the City plan, allocate resources, prioritize, and begin adaptation to build resilience. The project will entail:

1. Completing an initial exposure assessment to identify climate hazards most relevant to the City of Tumwater;
2. Engaging Tumwater staff and community members to assess vulnerability to identified climate hazards and identify adaptation options;
3. Summarizing results in a City of Tumwater Climate Change Vulnerability Assessment and Adaptation Plan; and
4. Time and resources permitting, working with City of Tumwater staff to support climate plan integration and implementation.

Details for each of these tasks are described below. For the purposes of this scope, “Project Team” refers to Puget Sound Climate Preparedness Collaborative staff assigned to support this

project. “Tumwater Project Administrators” refers to City of Tumwater staff serving as project points of contact and liaisons to the Project Team.

### **Task 1: Initial Exposure Assessment**

Description. To help set the context for remaining tasks in this project, the Project Team will conduct a literature review focused on known and projected climate hazards affecting the City of Tumwater and provide a preliminary assessment of communities, assets, and operations and services exposed to those hazards. Climate hazards to be covered in the literature review include extreme heat, changes in precipitation, changes in intensity/frequency of extreme rainfall events, sea level rise, wildfire, wildfire smoke exposure, and changes in snowpack. Work on Task 1 includes:

- 1.1 *Finalize task scope.* Finalize task scope, work plan, and technical information needs in coordination with Tumwater Project Administrators.
- 1.2 *Literature review.* Review existing literature and other information resources, including information on observed and projected changes in climate affecting Tumwater, regional vulnerability assessments and resiliency plans that may be relevant to Tumwater’s efforts, and relevant City mapping and plans.
- 1.3 *Sea level rise data layer assessment.* Assess feasibility of developing a new sea level rise data layer that accounts for future sea level rise risks associated with the 5th Ave dam removal in Olympia. If feasible, work with subject matter experts and city GIS staff to develop the new layer.
- 1.4 *Preliminary exposure assessment.* Conduct an initial assessment of communities, assets, and operations and services in the City of Tumwater that may be exposed to identified climate hazards. Initial findings will be refined in Task 2 engagement activities.
- 1.5 *Technical memo.* Draft a technical memo summarizing results from the literature review and preliminary exposure assessment. This includes summary information on projected impacts, an initial exposure assessment and prioritization of climate hazards and impacts, and proposed structure for Tumwater’s climate change vulnerability assessment. Technical memo details will be developed in consultation with Tumwater Project Administrators.

Task 1 deliverables and due dates:

<b>Task Deliverable</b>	<b>Due Date</b>
1a. Draft technical memo summarizing literature review and preliminary exposure assessment (review draft)	January 31, 2026
1b. Final technical memo summarizing literature review and preliminary exposure assessment	March 15, 2026

## Task 2: Assess Vulnerability and Adaptation Actions

Description. The Project Team will complete staff and community engagement to assess sensitivity and adaptive capacity to the hazards identified in Task 1. Work on Task 2 includes:

- 2.1 *Finalize task scope.* Finalize task scope and work plan in coordination with Tumwater Project Administrators.
- 2.2 *Staff engagement.* Conduct interviews and/or one or more workshops with Tumwater staff to identify, assess, and prioritize climate vulnerabilities and adaptation actions. Task activities will be planned and scheduled in coordination with Tumwater Project Administrators.
- 2.3 *Community engagement.* Engage Tumwater community members to identify, assess, and prioritize climate vulnerabilities and adaptation actions. This engagement may include conducting community member interviews and/or conducting one or more workshops with the community. Task activities will be planned and scheduled in coordination with Tumwater Project Administrators.

Task 2 deliverables and due dates:

Task Deliverable	Due Date
2a. Technical memo summarizing staff engagement findings	May 1, 2026
2b. Technical memo summarizing community engagement findings	July 30, 2026
2c. Technical memo summarizing overall Task 2 findings	Sept 15, 2026

## Task 3: Prepare Climate Change Vulnerability Assessment and Adaptation Plan

Description. The Project Team will compile information gathered in Tasks 1 and 2 to create a final Climate Change Vulnerability Assessment and Adaptation Plan. Work on Task 3 includes:

- 3.1 *Draft final report.* Develop climate change vulnerability assessment and adaptation plan, including one review draft.

Task 3 deliverables and due dates:

Task Deliverable	Due Date
3a. Review draft of climate change vulnerability assessment and adaptation plan	November 1, 2026
3b. Final draft of climate change vulnerability assessment and adaptation plan	December 15, 2026

#### Task 4: Climate Plan Integration

Description: Time and resources permitting, the project Team will work with City of Tumwater staff to support climate plan integration and implementation. This may include drafting language to incorporate results into the Tumwater Annex of the Thurston County Hazard Mitigation Plan, identifying specific projects and opportunities that Tumwater can leverage to maximize funding, and identifying areas at high risk from climate impacts that will require substantial adaptation activities or the managed retreat of the entire community, and/or developing decision support tools or internal/external engagement resources that support ongoing work on climate preparedness.

- 4.1 *Finalize task scope.* Finalize task scope and work plan in coordination with Tumwater Project Administrators.
- 4.2 *Implement task activities.* Complete task activities as identified in task scope.

Task Deliverable	Due Date
4a. Technical memo outlining task scope and timeframe	January 31, 2027
4b. Final deliverable(s) per 4a task scope	June 30, 2027

#### Project Schedule

The project work period is October 20, 2025 through June 30, 2027. The general task schedule is provided below.

Task	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026	Q1 2027	Q2 2027
1 – Exposure Assessment							
2 – Assess Vulnerability and Adaptation Actions							
3 – Prepare Vulnerability Assessment and Adaptation Plan							
4 - Climate Plan Integration							

#### Key Personnel

#### Tumwater Project Administrators

- Alyssa Jones Wood, Sustainability Manager

#### Puget Sound Climate Preparedness Collaborative Project Staff

- Phebe Rutledge (staff lead)
- Lara Whitely Binder, King County Climate Preparedness Manager (supervisor)
- LaKecia Farmer, Project Manager (supervisor)