

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

**2025 COMPREHENSIVE PLAN UPDATE
CLIMATE ELEMENT DEVELOPMENT**

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2024, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and EXP U.S. SERVICES, INC., a California 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 and Exhibit “C” Schedule attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than April 1, 2024, and shall be completed no later than December 31, 2025. 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.

In the event of termination, the City shall pay and reimburse the Service Provider for all fees for services performed and direct cost associated with such termination.

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 three hundred and nineteen thousand, eight hundred and eighty dollars, and no cents (\$319,880.00 as reflected in Exhibit "B" Budget.

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.

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 reasonable 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. Except for Professional Liability Insurance, 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 a 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 ("Deliverables"), if any, prepared by the SERVICE PROVIDER pursuant to this Agreement. Any use of the Deliverables for any purposes or projects not contemplated by this Agreement, and any use of incomplete Deliverables, shall be at the City's sole risk and without liability or legal expense to Service Provider.

10. COMPLIANCE WITH LAWS.

A. The Service Provider shall perform services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed ("Standard of Care"). Consistent with the Standard of Care, 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 of Tumwater 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.

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 as Exhibit "D" City Contracts – Nondiscrimination In Benefits.

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. 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.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

EXP U.S. SERVICES, INC.
205 North Michigan Avenue, Suite 3600
Chicago, IL 60601
UBI No. 603-109-685
Phone No. (312) 616-0000

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name: Kyle Henry
Title: Vice President of Business Development

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

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 WORK

The Scope of Services is to assist the City of Tumwater in completing the necessary Climate Guidance Steps, Tasks and Deliverables, consistent with the City's Contract Scope of Work with the Washington State Department of Commerce (Commerce) and Grant Objectives A & B:

- **Grant Objective A: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes a Climate Element and related updates to other Plans and Elements as part of the 2025 Comprehensive Plan periodic update process.**
 - Action A.1 “Engage the community in the development of a Climate Element and related updates to other Plans and Elements.”
 - Action A.2 “Prepare a draft Climate Element and related updates to other Plans and Elements.”
 - Action A.3 “Adopt the Climate Element and related updates to other Plans and Elements.”
- **Grant Objective B: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes municipal code and related development guide amendments related to the new Climate Element and related updates to other Plans and Elements as part of the 2025 Development Code periodic update process.**
 - Action B.1. “Engage the community in the development of a Climate Element and related updates to municipal code and related development guides.”
 - Action B.2. “Prepare development regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element.”
 - Action B.3. “Adopt development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element.”

The table on the next page contains an overview of the six tasks and deliverables, and the following pages contain additional details on subtasks.

TASK	SCOPE	DELIVERABLES
Task 1: Project Administration	Project Kick-Off and coordination meetings with City Staff. Develop and facilitate a Climate Policy Advisory Team made up of representatives from multiple City departments throughout the project.	Meeting agendas, presentations, notes
Task 2: Develop an Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy	Develop an Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy to address the Department of Commerce Climate Element Planning Guidance. Developing this Addendum includes reaching out to community- based organizations or other leaders in the community to determine how they would prefer to participate in the process, any needs they have that would need to be met in order for them to participate, and to cooperatively schedule and site public engagement opportunities. The consultant will prepare information for stakeholders and present to the Thurston Climate Mitigation Collaborative Community Advisory Workgroup	Meeting agendas, presentations, notes, informational materials, Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy
Task 3: Implement the Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy	Facilitate meetings, do targeted outreach to overburdened populations, and solicit feedback from public engagement following the direction of the State Department of Commerce Climate Element Planning Guidance. Produce a report inclusive of all comments, ideas, and concerns expressed by members of the public through the public engagement strategy as it relates to the Climate Element.	Public Engagement Results Report DRAFT
Task 4: Prepare Drafts	Utilize the State Department of Commerce Climate Element Planning Guidance Appendix B Climate Element Workbook to guide and record steps taken for Document Review/Gap Analysis and Resilience/Greenhouse Gas Emissions (GHG) Reduction Sub-Elements. The workbook document will be shared frequently with City Staff. Draft code amendment language necessary to ensure consistency within the Tumwater Municipal Code. Produce a memorandum outlining all necessary changes and suggested language to the other Comprehensive Plan elements to ensure consistency and full integration of the Climate Element.	Draft Sub-elements and Memorandum on Consistency and Integration

TASK	SCOPE	DELIVERABLES
Task 5: Refine Drafts	Engage internal and external stakeholders and partners to identify and address any concerns with the proposed updates. This includes briefings with various committees and the City Council. Produce a public-facing document showing how comments were addressed for accountability. Make those edits to the draft Sub-Elements and Development Code Amendments. After edits have been made to the Sub-Elements and Development Code Amendments, update the Memorandum of Consistency to reflect the changes. Work with City Staff to transmit the draft ordinances and Climate Element to the Department of Commerce for review.	Integration of relevant feedback to edit the Sub-Elements, Development Code Amendments, and Memorandum of Consistency
Task 6: Finalization and Formal Approval Process	Coordinate with staff to attend and present at Planning Commission, General Government Committee, and City Council work sessions and City Council meetings to facilitate the successful adoption of the Climate Element and Development Code Amendments. If the City Council request changes, make those changes in coordination with staff in such a way to stay within the adoption process schedule.	Adopted updates and transmittal for state review Final Public Engagement Results Report

Task 1: Project Administration

1.1 QA/QC and Workplan refinement.

QAQC includes project management and quality review of deliverables.

Workplan refinement includes working with City Staff to:

- Review and potentially refine the workplan and schedule.
- Set a decision context.
- Set draft vision & guiding principles.

1.2 Coordination meetings with City Staff and CPAT Development.

Project Kick-off / Decision Context and Coordination Meetings with City Staff in March 2024

- The kickoff meeting will be the first of regularly scheduled virtual meetings with City staff until Task Five is complete, then as needed to support finalization and approval.

Work with City Staff to develop and facilitate a Climate Policy Advisory Team

- Set the stage for this collaborative effort to build out a process customized to not only fulfill state requirements, but also to address Tumwater's specific needs, which include broad representation, a streamlined operational framework, and a commitment to inclusivity and expertise.
- the Recruitment Process will involve direct invitations based on recommendations, as well as officially announcing the CPAT formation using various channels (local media, online platforms, community meetings) to reach potential candidates. We will develop clear criteria for selecting members, focusing on expertise, stakeholder representation, and commitment to the objectives of the Climate Element.
- Align with the broader goals for the Comprehensive Plan Update related to affordable housing, economic development, capital facilities planning, and diversity-equity-inclusion.

Task 2: Develop an Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy

2.1 Incorporate Commerce Planning Guidance to develop Public Engagement Strategy Addendum.

Strategize how to engage the community in the development of a Climate Element and related updates to other plans and elements in alignment with the broader Tumwater Public Engagement Strategy.

- Develop Public Engagement Strategy Addendum which aligns with state guidance and Tumwater's Public Engagement Strategy.

- Prepare informational materials for the community and stakeholders related to the Climate Element and related updates to other Plans and Elements.
- Develop and update social media materials related to the Climate Element and related updates to other plans and elements.
- Support Community Survey development with questions related to the Climate Element.

2.2 CBO/Stakeholder Outreach for Feedback.

Integrate Climate Element planning guidance for engaging community-based organizations and meeting their needs.

- Identify vulnerable and/or overburdened populations and community-based organizations for targeted outreach.
- Inform the community and stakeholders in an engaging and creative way, soliciting feedback and making sure that they feel heard.
- Develop Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy.

2.3 Presentation to Thurston Climate Working Group and Others.

Support/host meetings and outreach events, including a presentation to Thurston Climate Working Group.

- Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable and/or overburdened populations, inform and solicit feedback from the community and stakeholders, and develop and update social media materials related to the Climate Element and related updates to other Plans and Elements.

Task 3: Implement the Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy

3.1 Targeted Outreach.

Elicit public feedback, document it, and incorporate it to ensure robust public engagement.

- Develop outreach materials.
- target outreach to overburdened populations.
- solicit feedback.
- Public Engagement Results Reports for Sub-elements and Development Code amendments.
- Align with broader Comprehensive Plan Public Engagement Strategy.

3.2 Public Engagement Results Reports for Sub-Elements and Development Code Amendments.

The Public Engagement Results Report will address the Climate Element, related updates, and Development Code Amendments, with informational materials used to engage the public.

Task 4: Prepare Drafts

4.1 Existing Document Review and Gap Analysis.

An audit of existing plans and policies for climate resilience opportunities, gaps, and barriers.

- Based on results of research, compliance, and public engagement, develop broad recommendations for Sub- elements and Development Code amendments.
- Inquire whether there are any policies which are insufficient or maladaptive in addressing the nine specific hazards in the Thurston Hazard Mitigation Plan.

4.2 Resilience Sub-Element.

- Utilize the University of Washington’s Climate Mapping for a Resilient Washington web tool and other resources, as needed, to explore expected local climate impacts.
- Describe key shocks and stressors and the related exposure. Identify significant asset-hazard pairs that will impact the City and rank them based on likelihood and magnitude of risk.

4.3 GHG Reduction Sub-Element.

- Review Tumwater’s existing GHG emissions inventory.
- Produce a list of goals and policies to yield reductions that meet targets, utilizing state Menu of Measures.
- Prioritize measures based on impact, cost, equity, and feasibility criteria.

4.4 Draft Sub-Elements and Development Code Amendments.

- **GHG Sub-Element** Develop draft goals, policies, and an implementation plan to reduce both vehicle miles traveled and GHG emissions to target levels.
- **Resilience Sub-Element** Apply findings to adapt existing goals and policies and develop new goals and policies to develop the Resilience Sub-element. These will promote co-benefits and prioritize actions that benefit overburdened communities. There will be at least one goal for each of the 11 sectors in the state guidance.
- Ensure that **Development of Code amendments** is consistent with Tumwater Municipal Code.

4.5 Memorandum of Consistency and Integration.

- Summarize how the Climate Element is consistent with the Capital Facilities Plan, Conservation Element, Land Use Element, Transportation Plan, and Utilities Element updated as part of the 2025 Comprehensive Plan periodic update.

Task 5: Refine Drafts

5.1 Engage internal/external stakeholders, City Council, and various committees.

- Provide internal and external stakeholders multiple opportunities to weigh in on drafts of the Element.

5.2 Refine Sub-Elements and Development Code Amendments.

- Address relevant feedback and provide a public-facing document to show how comments were addressed in the planning process, or how they will be addressed during implementation.

5.3 Memorandum of Consistency and Integration Update to integrate feedback.

- Produce the appropriate Sub-element and Development Code amendments and Memorandum of Consistency and Integration.

Task 6: Finalization and Formal Approval Process

6.1 Presentations to Planning Commission, General Government Committee, and City Council work sessions/meetings.

- Provide support and presentations (if needed) for work sessions and other meetings.
- Address any requested changes from the City Council in a timely manner.
- Produce the Public Engagement Results Report.

6.2 Support Tumwater's Adoption and Transmittal of the draft 2025 Development Code Update Ordinance, including the Climate Element and related updates to other Plans and Elements to the State Department of Commerce for State agency review.

- Facilitate successful adoption of Plan and Code Updates.
- Set the stage for Plan Implementation and Measuring Progress.

Exhibit B – Budget

The budget for the requested scope of work shall not exceed \$319,880.

TASK	DESCRIPTION	HOURS	COST
1	Project Administration		\$ 12,200
	QA/QC	20	\$ 5,000
	Coordination meetings with City Staff and CPAT Development	40	\$ 7,200
2	Develop Public Engagement Strategy Addendum to Address CE		\$ 26,320
	Incorporate Commerce Planning Guidance to develop Public Engagement Strategy Addendum	40	\$ 6,400
	CBO/Stakeholder Outreach for Feedback	80	\$ 12,000
	Presentation to Thurston Climate Working Group	44	\$ 7,920
3	Implement Public Engagement Strategy Addendum to Address CE		\$ 23,400
	Targeted Outreach	60	\$ 9,000
	Public Engagement Results Reports for Sub-Elements and Development Code Amendments	80	\$ 14,400
4	Prepare Drafts		\$ 112,200
	Existing Document Review and Gap Analysis	120	\$ 19,200
	Resilience Sub-Element	120	\$ 24,000
	GHG Reduction Sub-Element	120	\$ 24,000
	Draft Sub-Elements and Development Code Amendments	180	\$ 36,000
	Memorandum of Consistency and Integration	50	\$ 9,000
5	Refine Drafts		\$ 103,200
	Engage internal/external stakeholders, City Council, and various committees	240	\$ 43,200
	Refine Sub-Elements and Development Code Amendments	220	\$ 44,000
	Memorandum of Consistency and Integration Update to integrate feedback	80	\$ 16,000
6	Finalize and Approve		\$ 34,560
	presentations to Planning Commission, General Government Committee, and City Council work sessions/meetings	192	\$ 34,560
	Travel, supplies		\$ 8,000
	Total	1686	\$ 319,880

Exhibit C – Schedule

This schedule is subject to change if the state extension to December 31, 2025, will apply to the grant funding.

Task 1: Project Administration

March 2024 – June 2025

Task 2: Develop an Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy

March 2024 – May 2024

Task 3: Implement the Addendum to the Tumwater Comprehensive Plan Public Engagement Strategy

May 2024 – June 2025

Task 4: Prepare Drafts

June 2024 – September 2024

Task 5: Refine Drafts

September 2024 – November 2024

Task 6: Finalization and Formal Approval Process

November 2024 – June 2025

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)