



Board of County Commissioners

Carolina Mejia, District 1 ♦ Gary Edwards, District 2 ♦ Tye Menser, District 3

Agenda for Meeting Date: **Tuesday, March 21, 2023**

Summary of Timed Items

2:00 p.m.) Call Meeting to Order

3:30 p.m.) Public Hearing

2:00 p.m.) Call Meeting to Order

- Pledge of Allegiance to be led by Commissioner Edwards
- Approval of the Tuesday, March 21, 2023 Agenda

1) Opportunity for the Public to Address the Board

2) County Manager's Update

- a) **Item Description:** Follow-up on citizen issues
- b) **Item Description:** Other current issues

3) Consent Item(s) "a" through "e"

a) **Dept:** Commissioners

Description: Reappointment to the Agricultural Advisory Committee

Contact: Jamie Caldwell, Clerk of the Board

Action: Move to re-appoint Pat Labine to the Agricultural Advisory Committee, for a 2-year term, with a term expiration of March 21, 2025.



BoCC-AIS-2023-03-21-Commissioners-JamieCaldwell-5221.pdf
PDF File
736 KB

b) **Dept:** Commissioners

Description: Re-Appointment to the Historic Commission

Contact: Jamie Caldwell, Clerk of the Board

Action: Move to re-appoint Rob Kirkwood to the Historic Commission, for a 4-year term, with a term expiration of March 21, 2027.



BoCC-AIS-2023-03-21-Commissioners-JamieCaldwell-0543.pdf
PDF File
336 KB

c) **Dept:** Commissioners

Description: Appointment to the Hotel-Motel Commission

Contact: Jamie Caldwell, Clerk of the Board

Action: Move to appoint Pamela Johnson to the Hotel-Motel Commission, for a 3-year term, with a term expiration of March 21, 2026.



BoCC-AIS-2023-03-21-Commissioners-JamieCaldwell-3742.pdf
PDF File
352 KB

- d) **Dept:** Community Planning and Economic Development
- Description:** Thurston County Hearing Examiner Contract Amendment
- Contact:** Jeremy Davis, Operations Manager
- Action:** Move to approve an amendment to a professional services contract with Sharon Rice Hearing Examiner, PLLC for Hearing Examiner and Administrative Hearings Officer Services to update subcontractor rates, authorize the County Manager to execute the amendment, and any amendments to fee for service rates not to exceed 10%.



BoCC-AIS-2023-03-21-CommunityPlanningandEconomicDevelopment-JeremyDavis-0528.pdf
PDF File
1.80 MB

- e) **Dept:** Human Resources
- Description:** Washington Counties Risk Pool (WCRP) Appointment of Representative-Brian Bishop
- Contact:** Tammy Devlin, Risk Manager
- Action:** Move to approve the resolution appointing the following to the Washington County's Risk Pool:



BoCC-AIS-2023-03-21-HumanResources-TammyDevlin-5226.pdf
PDF File
376 KB

Commissioner Gary Edwards as primary representative "Director"; and

Risk Manager, Tammy Devlin as "Alternate Director", "County Risk Manager" and "Claims Administrator"; and

Further appoint Jon Tunheim, Prosecuting Attorney as "Alternate Director"; and

Risk Analyst, Brian Bishop as "Alternate Director"; and

Risk Analyst, Bryan Anderson as "Alternate Director" and "Safety Officer".

Department Items

4) Auditor

- a) **Description:** Approval of the Voucher List
- Contact:** Darren Bennett, Financial Services Manager
- Action:** Move to approve the Voucher List for the week of February 27, 2023 for a combined amount of \$4,144,396.04.



BoCC-AIS-2023-03-21-Commissioners-JamieCaldwell-2006.pdf
PDF File
392 KB

5) **Central Services**

- a) **Description:** Contract Award for PHSS Water Lab Relocation, Project #25630
- Contact:** Tony Schall, Capital Project Manager I
- Action:** Move to award a contract for Public Health & Social Services Water Lab Relocation, Project #25630, to Christensen Inc General Contractor in the amount of \$649,000 and authorize the Assistant County Manager to execute the contract and amendments, due to unforeseen conditions only, that do not exceed 10%.



BoCC-AIS-2023-03-14-CentralServices-ShariSoma-5213.pdf
PDF File
840 KB

6) **Commissioners**

- a) **Description:** 2023 Lodging Tax Award Recommendations
- Contact:** Jennica Machado, Economic Development Manager
- Action:** Move to approve the 2023 Lodging Tax Award recommendations from the Lodging Tax Award Committee.



BoCC-AIS-2023-03-21-Commissioners-JennicaMachado-4617.pdf
PDF File
432 KB

7) **Community Planning and Economic Development**

- a) **Description:** Final Action for Development Code Docket Item A-18 Agricultural Activities - Critical Areas Update
- Contact:** Ashley Arai, Agriculture Community Program Manager
- Action:** Move to approve Development Code Docket Item A-18, Agricultural Activities Critical Areas Update, which amends Thurston County Code, Chapter 17.15 and Title 24.



BoCC-AIS-2023-03-21-CommunityPlanningandEconomicDevelopment-AshleyArai-4855.pdf
PDF File
600 KB

- b) **Description:** Thurston County Permitting Fee Study Competitive Bidding Waiver
- Contact:** Jeremy Davis, Operations Manager
- Action:** Move to waive competitive bidding requirements in accordance with the Thurston County Procurement Policy, Section A.9, and approve award of the professional services contract with FCS Group for up to \$196,495.00 and authorize the Community Planning and Economic Development Director to execute the contract and any amendments not to exceed 10% (\$19,649.50 or an aggregate of \$216,144.50).



BoCC-AIS-2023-03-21-CommunityPlanningandEconomicDevelopment-JeremyDavis-1546.pdf
PDF File
3.20 MB

8) Public Health and Social Services

- a) **Description:** Amendment #12 to the Washington State Department of Health 2022-2024 Consolidated Contract #CLH31030
- Contact:** David Bayne, Public Health & Social Services Director
- Action:** Move to approve amendment #12 to the State of Washington Department of Health Consolidated Contract #CLH31030 providing an additional \$139,250 for a revised maximum consideration of \$12,548,883 for the duration of January 1, 2022 through December 31, 2024 and authorize the Director of Public Health & Social Services to sign the amendment.
- b) **Description:** Department of Ecology Water Quality Combined Financial Assistance Agreement for Black Lake Pollution Identification & Correction Project
- Contact:** Stuart Whitford, Environmental Health Program Manager
- Action:** Move to approve Agreement No. WQC-2023-ThCoPH-00177 for Water Quality Combined Financial Assistance for Black Lake Pollution Identification & Correction Project with the Department of Ecology for a total project cost of \$418,792.



BoCC-AIS-2023-03-21-PublicHealthandSocialServices-MelindaLafreniere-4829.pdf
PDF File
136 KB



BoCC-AIS-2023-03-21-PublicHealthandSocialServices-StuartWhitford-1442.pdf
PDF File
3.56 MB

9) Public Works

- a) **Description:** Public Works Board Construction Loan for Country Club Rd NW at Green Cove Creek Culvert Replacement, CP# 63023
- Contact:** Karen Weiss, Public Works Assistant Director
- Action:** Move to approve the Washington State Public Works Board construction loan contract #PC23-96103-144 in the amount of \$4,500,000 with a 20-year loan term and 1.39% interest rate and authorize the Director of Public Works to execute the contract.
- b) **Description:** Long Lake Algae Control Contract Award 2023 - 2026
- Contact:** Tim Wilson, Water Resources Manager
- Action:** Move to award the contract for Long Lake Algae Control to AquaTechnex, LLC of Bellingham, WA for an amount not to exceed \$850,000, and to authorize the Director of Public Works to execute the contract.



BoCC-AIS-2023-03-21-PublicWorks-AngelaCelestine-3320.pdf
PDF File
456 KB



BoCC-AIS-2023-03-21-PublicWorks-AngelaCelestine-4633.pdf
PDF File
552 KB

10) County Manager

a) Item Description:

Commissioners will report on board work sessions and assigned committee meetings providing updates on actions taken as well as upcoming issues.

b) Item Description:

The County Manager will review the Board of County Commissioners schedule for the week of March 21, 2023.

c) Item Description:

Adjournment - Motion: Move to adjourn the Board of County Commissioners meeting of March 21, 2023.

3:30 p.m.) Public Hearing

a)

Dept: Public Health and Social Services

Description: Public Hearing - Housing and Urban Development HOME ARP Plan and amendment Program Year 2021 HUD Annual Action Plan

Contact: Thomas Webster, Senior Program Manager

Action: Move to close the public hearing.



BoCC-AIS-2023-03-21-
PublicHealthandSocialSer
vices-ThomasWebster-
3451.pdf
PDF File
1.95 MB

Move to accept the HOME American Rescue Plan Act Allocation Plan and authorize the Department of Public Health and Social Services to submit the report to the Department of Housing and Urban Development by amending the Program Year 2021 HUD Annual Action Plan.

Disability Accommodations: Room 110 is equipped with an assistive listening system and is wheelchair accessible. To request disability accommodations call the Reasonable Accommodation Coordinator at least 3 days prior to the meeting at 360-786-5440. Persons with speech or hearing disabilities may call via Washington Relay: 711 or 800-833-6388.



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/15/2023

Agenda Item #:

Created by: Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440**

Item Title:

Reappointment to the Agricultural Advisory Committee

Action Needed:

Class of Item:

List of Exhibits



Pat Labine_Redacted.pdf
PDF File
535 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to re-appoint Pat Labine to the Agricultural Advisory Committee, for a 2-year term, with a term expiration of March 21, 2025.

Item Description:

The Board provided direction during the 3/14/23 Agenda Setting Meeting.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/15/2023



Board of County Commissioners
Citizen Advisory Boards and Commissions

Thurston County Commissioners
RECEIVED

MAR 03 2023

☐ DISTRICT 1
☐ DISTRICT 2
☐ DISTRICT 3

☐ CM
☐ CLERK
☐

Application

Name: PAT LABINE

Mailing Address: [REDACTED] City: [REDACTED] State/ZIP: [REDACTED]

Preferred Phone Number: [REDACTED] Email: [REDACTED]

Occupation: RETIRED

Advisory Board and Commission applying for: AGRICULTURE ADVISORY COMMITTEE

Available hours per month: ~ 6 HRS

Briefly describe why you would like to serve. I AM ACTIVELY INVOLVED WITH AGRICULTURE IN THURSTON CNTY. I HAVE BEEN SINCE 1981. I WOULD LIKE TO CONTINUE MY INVOLVEMENT THRU SERVING ON THE AG. ADVISORY COMMITTEE

List your community involvement and dates.

I HAVE BEEN ON THE BOARD OF DIRECTORS OF THE COMMUNITY FARM LAND TRUST, OFF & ON, SINCE ~ 1995.
I TAUGHT ECOLOGICAL AGRICULTURE AT TESC FOR 21 YRS.

Describe your qualifications and skills that would be of benefit.

SEE ABOVE. I ALSO HAVE BEEN ON THE AG. ADVISORY COMMITTEE FOR AT LEAST 15 YRS AND CAN SHARE A LOT OF ITS INSTITUTIONAL MEMORY.

List your educational background and area of study.

PHD IN ECOLOGY, STANFORD UNIV. 1965

Signature: Pate A. Labine Date: FEB 27, 2023

Return completed form to Amy Davis, Clerk of the Board.

amy.davis@co.thurston.wa.us

Thurston County Commissioners Office
2000 Lakeridge Dr SW, Olympia, WA 98502



Board of County Commissioners **AGENDA ITEM SUMMARY**

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Agenda Item #:

Created by: Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440**

Item Title:

Re-Appointment to the Historic Commission

Action Needed:

Class of Item:

List of Exhibits



Rob
Kirkwood_Redacted.pdf
PDF File
136 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to re-appoint Rob Kirkwood to the Historic Commission, for a 4-year term, with a term expiration of March 21, 2027.

Item Description:

The Board provided direction during the 3/14/23 Agenda Setting Meeting.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/15/2023



Board of County Commissioners
Citizen Advisory Boards and Commissions

Application

Name: Rob Kirkwood

Mailing Address: [REDACTED] State/ZIP: [REDACTED]

Preferred Phone Number: [REDACTED] Email: [REDACTED]

Occupation: Civil Engr

Advisory Board and Commission applying for: TCHC

Available hours per month: 15

Briefly describe why you would like to serve:
Recognizing and appreciating
our local histories will make a stronger
community

List your community involvement and dates.
TCHC 2012 - Present
Old Brewhouse Foundation 2008 - Present

Describe your qualifications and skills that would be of benefit:
I have been involved with the State Parks
historical preservation program beginning in 1990

List your educational background and area of study.
BS Civil Engr, Many cultural and historical
preservation classes with Wash State Univ.

Signature: [Signature] Date: 2/8/23



Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date:

Date Created: 3/15/2023

Agenda Item #:

Created by: Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440**

Item Title:

Appointment to the Hotel-Motel Commission

Action Needed:

Class of Item:

List of Exhibits



2023 TPA New
Commissioner Letter
Request Pamela
Johnson_Redacted.pdf
PDF File
154 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to appoint Pamela Johnson to the Hotel-Motel Commission, for a 3-year term, with a term expiration of March 21, 2026.

Item Description:

The Board provided direction during the 3/14/23 Agenda Setting Meeting.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/15/2023



Thurston County Hotel & Motel Commission

March 1, 2023

Board of County Commissioners
Thurston County Courthouse
Building One, Room 269
2000 Lakeridge Drive SW
Olympia, WA 98502-1045

Dear Thurston County Commissioners,

Please find below a roster of hotelier(s) the Thurston County TPA Commission reviewed and nominated for your consideration and appointment to the Commission. The individuals nominated by the Commission were identified as the result of a comprehensive process of outreach and consideration, and we enthusiastically endorse them to you for appointment.

Name	Position Number	Business	Address	Phone	Email
Pamela Johnson	7	LaQuinta Inn & Suites	4600 Capitol Blvd. SE Tumwater, WA 98501	[REDACTED]	[REDACTED]

I look forward to hearing back from you with the date of the meeting where our nomination will be on the agenda for appointment. Thank you.

Sincerely,

Kelly Campbell
VP Finance & Administration
Experience Olympia & Beyond
On behalf of Thurston County TPA Commission



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/8/2023

Agenda Item #:

Created by: Jeremy Davis, Operations Manager - Community Planning and Economic Development - 360-867-2103

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Jeremy Davis, Operations Manager - Community Planning and Economic Development - 360-867-2103**

Item Title:

Thurston County Hearing Examiner Contract Amendment

Action Needed:

Class of Item:

List of Exhibits



2023 Exhibit B
Updated.Proposed.0131
2023.FinalforBoCC.pdf
PDF File
125 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.



Rice.Contract.Signed.01
2022.pdf
PDF File
1.32 MB



1-5-2023 HE contract
amendment request
letter.pdf
PDF File
161 KB

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve an amendment to a professional services contract with Sharon Rice Hearing Examiner, PLLC for Hearing Examiner and Administrative Hearings Officer Services to update subcontractor rates, authorize the County Manager to execute the amendment, and any amendments to fee for service rates not to exceed 10%.

Item Description:

Thurston County contracts with Sharon Rice of Sharon Rice Hearing Examiner PLLC for Hearing Examiner and Administrative Hearings Officer Services for Public Health and Social Services, and other items referred by the Board of County Commissioners.

The current contract goes from January 1, 2022 through December 31, 2025. The approved contract anticipated rate increases for subcontractors in January 2023, to go into effect in early 2023. The amendment also includes an allowance for rate increases of 10% or less to be approved by the County Manager.

Funding for the contracted services will be secured from development and other fees obtained through the permit review process for development applications. Other funding would be identified should the need arise for other Hearing Examiner services under Chapter 2.06 of the Thurston County Code.

This contract furthers Strategic Plan "Initiative 7. Balance development with the preservation of the county's rural character, natural areas, and open spaces."

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/8/2023

PROFESSIONAL SERVICES CONTRACT

AMENDMENT NO. 1

THURSTON COUNTY/OFFICES OF SHARON RICE HEARING EXAMINER, PLLC

THIS CONTRACT AMENDMENT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave SE, Olympia, Washington 98501, hereinafter "**COUNTY**," and **OFFICES OF SHARON RICE HEARING EXAMINER, PLLC**, with its principal offices at 20126 Ballinger Way NE #167, Shoreline, WA 98155, hereinafter "**CONTRACTOR**."

Contract amendments are allowed under Section 6 of the original Contract with a written Contract Amendment signed by both parties and attached to the original contract. Exhibit A, Section 3 allows for changes to the list of subcontractors and subcontractor rates with a written contract amendment. Exhibit B, Section 3 allows for rate increases with a contract amendment. At the time of contract approval, rate increases were anticipated in early 2023.

Except as expressly provided in this Amendment, all other terms and conditions of the original PROFESSIONAL SERVICES CONTRACT shall remain in full force and effect.

4. Section 4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

E. For CONTRACTOR:

Name of Representative: Sharon Rice

Title: Hearing Examiner/Health Administrative Hearing Officer

Mailing Address: 20126 Ballinger Way NE #167

City, State and Zip Code: Shoreline, WA 98155

Telephone Number: (206) 295-0395

Fax Number: N.A.

E-mail Address: sharonrice@hearing-examiner.com

b. For COUNTY:

Name of Representative: Ramiro Chavez

Title: County Manager

Mailing Address: 3000 Pacific Ave SE

City, State and Zip Code: Olympia WA, 98501

Telephone Number: (360) 754-3355 ext. 2960

Fax Number: (360) 754-4104

E-mail Address: Ramiro.chavez@co.thurston.wa.us

CONTRACTOR:

Thurston County, Washington

Firm: _____

By: _____

By: _____

Title: _____

Signature: _____

(Authorized Representative)

Date: _____

Date: _____

Title: _____

Address: _____

JON TUNHEIM
PROSECUTING ATTORNEY

Travis Burns
Deputy Prosecuting Attorney

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT COMPENSATION

THURSTON COUNTY / OFFICES OF SHARON RICE, HEARING EXAMINER, PLLC

1. Compensation. The CONTRACTOR'S and subcontractors' compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), shall be billed at an hourly rate for every tenth hour increment. CONTRACTOR shall provide detailed billings for each case. The hourly rate shall be based on the hourly rate of the person(s) completing the work and shall include any overhead costs. Subcontractor work will be invoiced to the COUNTY by the CONTRACTOR at 1.1 times the hourly rate each subcontractor invoices the CONTRACTOR as shown in Exhibit B, Section 3.
2. The hourly rates are set forth as follows:

Name	Anticipated Role	Contractor's Hourly Rate	County Compensation Rate
Sharon Rice	Hearing Examiner	\$175.00	<u>\$175.00</u>
LeAnna Toweill	Legal Research and Decision Preparation	\$100.00 \$99.00	<u>\$110.00</u>
Darcie Durr	Legal Research and Decision Preparation	\$82.50	
Laurel Spaeth	Paralegal	\$40.00 38.50	<u>\$44.00</u>
Michelle R. Woolsey	Editor/writing paraprofessional	\$40.00 38.50	<u>\$44.00</u>

3. Rate increases. From time to time, Subcontractor hourly compensation rates may increase. Such an increase for all subcontractors is anticipated not later than January 2023. The CONTRACTOR shall submit a request for amended Subcontractor compensation rates in the fourth quarter of 2022, with rate increases to go into effect in early 2023. An increase for all subcontractors is anticipated not later than mid-2024. The CONTRACTOR shall submit a request for amended Subcontractor compensation rates in the second quarter of 2024, with rate increases to go into effect in the third quarter of 2024. The COUNTY acknowledges this forecasted rate increase and shall negotiate the requested increases when a formal request is submitted. The CONTRACTOR acknowledges that final rate increases over 10% of the prior year's hourly rates are subject to Board of County Commissioner approval. No request for increase in CONTRACTOR hourly rate is anticipated during the first three years of this contract.
4. Transportation. COUNTY shall reimburse CONTRACTOR's mileage at a rate of \$0.56 cents per mile for traveling to and from the CONTRACTOR's primary address for in-person public hearings at Thurston County offices. COUNTY shall not be responsible for subcontractor transportation expenses. No mileage shall be invoiced

for hearings conducted virtually unless for site visits that are determined by the CONTRACTOR to be necessary.

5. There will be no charge for preparing an annual report to the Thurston County Board of Health and Thurston County Board of Commissioners.

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY / Offices of Sharon Rice Hearing Examiner, PLLC

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and **OFFICES OF SHARON RICE HEARING EXAMINER, PLLC**, with its principal offices at 20126 Ballinger Way NE #167, Shoreline, WA 98155, hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below and shall terminate on December 31, 2025.

By mutual agreement, the contract term may be extended for a one-year period, not to extend past December 31, 2026.

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

Hearing Examiner and Health Administrative Hearing Officer services.

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide her own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.

d. The CONTRACTOR shall complete all work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. The CONTRACTOR shall prepare a written annual report on its Hearing Examiner work for the purpose of reviewing the administration of the COUNTY'S land use policy and regulatory ordinances. Such report shall include a summary of the examiner's decisions since the last report.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. A detailed description of the other services to be performed by the COUNTY is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Name of Representative: Sharon Rice
Title: Hearing Examiner / Health Administrative Hearing Officer
Mailing Address: 20126 Ballinger Way NE. #167
City, State and Zip Code: Shoreline, WA 98155
Telephone Number: (206) 295-0395 [no fax]
E-mail Address: sharonrice@hearing-examiner.com

b. For COUNTY:

Name of Representative: Ramiro Chavez
Title: County Manager
Mailing Address: 2000 Lakeridge Drive SW
City, State and Zip Code: Olympia, WA 98502
Telephone Number: (360) 754-3355 ext. 2960
Fax Number: (360) 754-4104
E-mail Address: ramiro.chavez@co.thurston.wa.us

5. COMPENSATION

- a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month for each given case, if billing for a matter shall extend over the course of more than one month during the progress of the work for partial payment of work completed to date. Invoices for a completed matter shall be submitted not later than one month following delivery of the work. Invoices shall cover the time CONTRACTOR and/or Subcontractors performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing. The CONTRACTOR is solely responsible for payment of Subcontractors.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY. A decision or order that is unfavorable to the COUNTY shall not be construed as unsatisfactory performance.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. "Errors and omissions" shall not include changes to a decision or order in response to a request for reconsideration or similar post-hearing motion. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone

for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

d. The COUNTY agrees to hold harmless, indemnify and defend the CONTRACTOR from and against any and all claims, losses, or liability, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death of persons, including employees of the COUNTY, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the County, its officers, agents or employees in connection with the services required by this Agreement, provided, however, that:

e. The COUNTY'S obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, or damage caused by or resulting from the sole willful misconduct or sole negligence of the CONTRACTOR, its officers, agents, or employees, in connection with the services required by this Agreement; and

f. The COUNTY'S obligations to indemnify, defend, and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONTRACTOR and the COUNTY, or of the COUNTY and a third party, other than an officer, agent, or employee of the COUNTY, shall apply only to the extent of the negligence or willful misconduct of the COUNTY.

8. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$1,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract.

b. **Workers' Compensation (Industrial Insurance):** As of the date of this contract, the CONTRACTOR does not have employees. In the event that the CONTRACTOR hires employees, the CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. **Other Insurance Provisions:**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
2000 Lakeridge Drive S.W.
Olympia, Washington 98502

- ii. The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iii. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

9. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving sixty (60) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. If decisions are pending as of the date of the notice, the COUNTY shall pay the CONTRACTOR for costs incurred in completing the decisions. Payment of costs shall be at the rates set forth in Exhibit B. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the

costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

d. The CONTRACTOR may terminate this Contract upon ninety (90) days written notice to the COUNTY.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide subcontractors who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

c. The parties mutually acknowledge that the COUNTY may enter into contracts for hearing examiner pro tem services with other service providers. Such pro tem service providers shall be called upon to execute duties assigned to the CONTRACTOR under this agreement in cases in which the CONTRACTOR has a conflict relating to scheduling or to appearance of fairness concerns. The CONTRACTOR agrees to notify the COUNTY of conflicts giving rise to the need for pro tem providers at the earliest possible time after discovery of the conflict.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County

benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its subcontractors from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. All final decisions, orders, and other documents issued by the CONTRACTOR in connection with services provided to the COUNTY, all exhibits submitted into the decision record, and all official recordings shall be the property of the COUNTY. All such documents, exhibits, and recordings shall be forwarded to the COUNTY at its request and may be used by

the COUNTY as it sees fit. The COUNTY agrees that if the documents, exhibits, and recordings are used for purposes other than those intended by this Contract, the COUNTY does so at its sole risk and agrees to hold the CONTRACTOR harmless for such use.

b. The COUNTY shall maintain possession of all primary materials related to any case, including but not limited to the official record in each matter whether in paper or electronic format. The CONTRACTOR shall maintain possession of only secondary (working paper) copies of all case materials, such as those necessary for personal use during deliberations, including but not limited to notes and/or research.

c. CONTRACTOR and subcontractors shall cooperate with the county in assisting with any response to a public records request made pursuant to state law (Chapter 42.56 RCW).

17. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 18.

18. CHOICE OF LAW, JURISDICTION AND VENUE

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

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

19. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

20. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR:

Thurston County, Washington

Firm: Sharon Rice Hearing Examiner, PLLC

By: Ramiro Chavez

By: Sharon A. Rice

Title: County Manager

Signature: [Signature]
(Authorized Representative)

Signature: [Signature]

Date: 12/27/2021

Date: 12/20/2021

Title: Principal

Address: 20126 Ballinger Way #167
Shoreline, WA 98155

Jon Tunheim
Prosecuting Attorney

[Signature]
~~Elizabeth Petrich~~ Travis Burns
Deputy Prosecuting Attorney

Approved as to Form by the Prosecuting Attorney's Office
Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY / OFFICES OF SHARON RICE, HEARING EXAMINER,
PLLC

SCOPE OF SERVICES

1. The Health Administrative Hearing Officer services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

The CONTRACTOR agrees to perform the following professional services for the County:

- a. Conduct administrative hearings as required for appeals and waivers as required under Sections 8.1, 13.3, 13.9, and 19.8 of Article I of the Thurston County Sanitary Code, Section 23.7 and 24.7 of Article IV of the Thurston County Sanitary Code, Chapter 10.92 of the Thurston County Code, and any other matters referred, in writing, by the Chairman of the Board of Health;
- b. Review hearing requests to determine completeness and adequacy;
- c. Prehearing conferences and settlement agreements as described in Article I, Sections 8.4 and 8.5;
- d. Preparation of detailed written findings, decisions and orders;
- e. Preparation of rules of procedure for the hearing officer process;
- f. Preparation of an annual report to the Board of Health; and
- g. Staff training on hearing processes, if requested.

2. The Hearing Examiner services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

The CONTRACTOR agrees to perform the following professional services for the County:

- a. Conduct hearings related to the County's land use regulatory laws pursuant to Thurston County Code, Chapter 2.06, and other implementing County ordinances and State of Washington statutes and regulations, and to conduct hearings on those matters listed below. In this regard, the CONTRACTOR shall act as the Thurston County Hearing Examiner and conduct all business of the office, including the following:
 - i. Conduct all pre-hearing activity which shall include, but not be limited to, working with staff to schedule hearings, conducting pre-hearing conferences, making decisions on pre-hearing motions; if necessary

viewing the site before or after the hearing, traveling to and from the hearing, and any other activity required for the conduct of a hearing. The determination of whether a site visit is required shall be at the sole determination of the CONTRACTOR.

- ii. Receive and examine all available information as part of hearing preparation.
- iii. Conduct public hearings and create an administrative record at the hearing for the following matters:
 - a) Matters prescribed by the Thurston County Subdivision Ordinance (Title 18, Thurston County Code).
 - b) Matters prescribed by the Thurston County Zoning Ordinances (Titles 20, 21, 22, and 23 Thurston County Code).
 - c) Matters prescribed by the Critical Areas Ordinance (Chapter 17.15, Thurston County Code).
 - d) Shoreline Master Program: All matters except text amendments and map redesignation.
 - e) Plat vacations or amendments (pursuant to Chapter 58.17 RCW).
 - f) Right-of-way vacations.
 - g) Appeals of Threshold Determinations pursuant to Section 17.09.160 of the Thurston County Code.
 - h) Other types of matters which a Hearing Examiner is authorized to decide by law or contract (e.g. non-land use, administrative appeals under local health or sanitary ordinances, grievances under law or contracts) which may be referred by the Board of County Commissioners.
- iv. Draft and enter written Findings, Conclusions and Decisions/Recommendations, or other appropriate formal final document disposing of a matter (e.g., order of dismissal) for every hearing that has been held.
- v. Draft and enter written Findings, Conclusions and Decisions for every appeal in which there has been no hearing but the County and the Appellant have stipulated to the administrative record.
- vi. Provide written recommendations and decisions on appeals to the Board of County Commissioners when required by ordinance or law.
- vii. Provide and draft modifications, amendments, reconsideration orders, clarification orders and any other similar documents for a Decision or Recommendation or Order that has been previously issued.

- b. In order to effectively accomplish the duties specified in Section 2 (above), it is agreed the CONTRACTOR shall:
 - i. Perform the following duties: the acceptance and identification of exhibits; create an audio record of all testimony presented at a hearing on equipment supplied by County; and preparation of the Findings and Conclusions and Decisions/Recommendations for each hearing.
 - ii. Meet annually with the Board of County Commissioners at their election either virtually or in-person, or submit written reports if the Board declines a meeting.
 - iii. Meet on request on a mutually agreed date with Community Planning and Economic Development Department staff and/or the Director on procedural and substantive issues.
- c. It is agreed that any vehicles used for site review or travel to and from the hearings shall be the CONTRACTOR'S vehicle and used at CONTRACTOR'S sole risk, and, CONTRACTOR shall hold harmless and indemnify Thurston County its elected officials, employees, agents and representatives from and against any and all claims, liability, loss or other damages, including attorneys' fees and costs, arising out of or in any way connected to the use of such vehicles.
- d. CONTRACTOR shall provide her own office and office equipment for drafting any documents.
- e. The CONTRACTOR shall provide the COUNTY with one electronically delivered report of Findings, Conclusions and Decision/Recommendation OR other final document disposing of each matter over which she has assumed jurisdiction (e.g., order of dismissal). Decisions/Recommendations shall include a list of all exhibits and the names of all persons who testified in each case. The report may be submitted electronically and shall be delivered or emailed to the assigned Hearing Clerk or designee within the time constraints imposed by the County and State law or as agreed to by the Applicant or Appellant of each hearing. The County's administrative staff for the office of the Hearing Examiner may format the report but may not change its contents without express direction by the CONTRACTOR.
- f. The CONTRACTOR will be responsible solely to the Board of County Commissioners. However, the CONTRACTOR shall be free of any supervision or other influence from the Board, the Chief Administrative Officer, or any other County official or employee with respect to any decision or recommendation made on a specific issue or permit.

3. The services that may be subcontracted by the CONTRACTOR, which are described in Section 2 of the Contract, are set forth as follows:
- a. CONTRACTOR may subcontract specific tasks necessary to perform the work under this Agreement, using authorized Subcontractors for the specific tasks identified below. CONTRACTOR shall remain solely responsible for the work produced under this Agreement when using Subcontractors. CONTRACTOR shall include the work performed by such Subcontractors in invoices as prescribed in Section 5.c. The amount invoiced to the County for Subcontractor work shall be at a rate specified in Exhibit B. CONTRACTOR shall retain all Subcontractor invoices for a period of three years following the date of invoice and allow inspection by the County if requested. The list of authorized Subcontractors, the approved tasks, and the approved fee rates may be amended only by written modification to this Agreement, provided that the County shall not unreasonably withhold such consent to such modification.
 - b. The CONTRACTOR shall not subcontract for Hearing Examiner duties such as prehearing meetings, presiding over public hearings, and final preparation and review of draft decisions. The CONTRACTOR shall review and approve all work prior to submittal to Thurston County.
 - c. In no event shall the existence of a subcontract operate to release or reduce the liability of the CONTRACTOR to the COUNTY for any breach in the performance of the CONTRACTOR's duties under this Contract. The CONTRACTOR shall ensure any subcontractors have necessary qualifications for the requested work.
 - d. The COUNTY identifies and authorizes CONTRACTOR to subcontract with LeAnna Toweill, Attorney, and Darcie Durr, Attorney, who will provide the following services to the CONTRACTOR:
 - i. Review of documentary record and preparation of a draft decision using a standard template provided by the CONTRACTOR.
 - ii. Draft findings and conclusions based on direction given by CONTRACTOR.
 - iii. Perform legal research on specific issues and analysis requested by CONTRACTOR.
 - e. The COUNTY identifies and authorizes CONTRACTOR to subcontract with Laurel Spaeth, Paralegal, and with Michelle R. Woolsey, Editor, who will provide the following services to the CONTRACTOR:
 - i. Paraprofessional services such as receiving exhibits from the CONTRACTOR, setting up decision templates, including importing and formatting the exhibit list, conditions, and appropriate regulations, and proofreading the CONTRACTOR's final draft decisions.

4. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

Thurston County will provide a hearing clerk who will provide the following services on behalf of the hearing examiner or hearing officer:

Pre-Hearing:

- a. Schedule hearings.
- b. Send required hearing notices.
- c. Schedule and facilitate any telephonic or virtual pre-hearing conferences requested by the hearing officer.
- d. Transmit copies of the hearing exhibits to the hearing officer, either in hard copy form or electronically.
- e. Prepare the hearing room, including setting up the recording equipment, or in the virtual context, send virtual meeting invitations and host/facilitate the virtual hearings.
- f. Serve as the interface between the parties and the hearing officer for procedural questions, scheduling issues, and other appropriate communications outside of the public hearing. This is for the purpose of protecting the CONTRACTOR from inappropriate ex parte communication by parties or members of the public.

Hearing:

- a. Provide and monitor recording equipment, and/or host the virtual hearing.
- b. Mark exhibits admitted into the record and keep an exhibit list.
- c. Track the names and, as needed, mailing addresses of those who testify at hearings.

Post-Hearing:

- a. Accept authorized post-hearing submittals and forward copies to the hearing officer.
- b. Distribute copies of the hearing officer's decision to parties of record.
- c. Transmit any post-hearing motions (e.g., requests for reconsideration, if authorized by the applicable ordinances) to the hearing officer.
- d. Maintain the official record of each case.

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT COMPENSATION

THURSTON COUNTY / OFFICES OF SHARON RICE, HEARING EXAMINER, PLLC

1. Compensation. The CONTRACTOR'S and subcontractor's compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), shall be billed at an hourly rate for every tenth hour increment. CONTRACTOR shall provide detailed billings for each case. The hourly rate shall be based on the hourly rate of the person(s) completing the work and shall include any overhead costs. Subcontractor work will be invoiced to the COUNTY by the CONTRACTOR at 1.1 times the hourly rate each subcontractor invoices the CONTRACTOR as shown in Exhibit B, Section 2.
2. The hourly rates are set forth as follows:

Name	Anticipated Role	Hourly Rate
Sharon Rice	Hearing Examiner	\$175.00
LeAnna Toweill	Legal Research and Decision Preparation	\$99.00
Darcie Durr	Legal Research and Decision Preparation	\$82.50
Laurel Spaeth	Paralegal	\$38.50
Michelle R. Woolsey	Editor/writing paraprofessional	\$38.50

3. Rate Increases. From time to time, Subcontractor hourly compensation rates may increase. Such an increase for all subcontractors is anticipated not later than January 2023. The CONTRACTOR shall submit a request for amended Subcontractor compensation rates in the fourth quarter of 2022, with rate increases to go into effect in early 2023. The CONTRACTOR may submit a request for hourly compensation rate increase at the time of contract extension in Section 1 of this contract. No request for increase in CONTRACTOR hourly rate is anticipated during the first four years of this contract. The COUNTY acknowledges this forecasted rate increase and shall negotiate the requested increases when the request is submitted. The CONTRACTOR acknowledges that final rate increases are subject to Board of County Commissioner approval.
4. Transportation. COUNTY shall reimburse CONTRACTOR's mileage at a rate of \$0.56 cents per mile for traveling to and from the CONTRACTOR's primary address for in-person public hearings at Thurston County offices. COUNTY shall not be responsible for subcontractor transportation expenses. No mileage shall be invoiced for hearings conducted virtually unless for site visits that are determined by the CONTRACTOR to be necessary.

5. There will be no charge for preparing an annual report to the Thurston County Board of Health and Thurston County Board of Commissioners.

Jeremy Davis, Operations Manager
Thurston County Community Planning and Economic Development Department
3000 Pacific Avenue
Olympia, WA 98501

January 6, 2022

Re: proposed contract amendment regarding contractor rate change

Mr. Davis,

When we renewed my professional services contract in 2021, I informed the County that I would need to raise my subcontractors' rates in the future. The contract reflects that, at that time, we discussed that such a request would be submitted in the last quarter of 2022 with rates to go into effect first quarter of 2023.

I did some market research in early 2022 and in order to encourage them to remain working with me, I increased my contractor rates in April 2022. However, per our agreement, I will wait till now to request a contract amendment specifically increasing their compensation rates. No other changes to our agreement are proposed.

For convenience, I have drafted a proposed amendment to Exhibit B of the contract only. I am happy to work from document generated by the County instead if necessary, if some other form is required.

Because I have been paying them more than the County reimburses me hourly for their work since April 2022, I would be interested in having this change go into effect as soon as possible. Please let me know if you would like to discuss this further, or if anything else is needed from me.

Many thanks for your assistance with this forecasted amendment.



Sharon A. Rice
Hearing Examiner



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/8/2023

Agenda Item #:

Created by: Tammy Devlin, Risk Manager - Human Resources - 360-867-2498

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Tammy Devlin, Risk Manager - Human Resources - 360-867-2498**

Item Title:

Washington Counties Risk Pool (WCRP) Appointment of Representative-Brian Bishop

Action Needed:

Class of Item:

List of Exhibits



Resolution appointing
Brian Bishop 2023.pdf
PDF File
176 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

☐ PAO

☐ FinSvcs

☐ HR

☐ Budget Office

☐ CAO

☐ Other

Notes:

Budget Effect Summary? ☐

Recommended Action:

Move to approve the resolution appointing the following to the Washington County's Risk Pool:

Commissioner Gary Edwards as primary representative "Director"; and

Risk Manager, Tammy Devlin as "Alternate Director", "County Risk Manager" and "Claims Administrator"; and

Further appoint Jon Tunheim, Prosecuting Attorney as "Alternate Director"; and

Risk Analyst, Brian Bishop as "Alternate Director"; and

Risk Analyst, Bryan Anderson as "Alternate Director" and "Safety Officer".

Item Description:

Appointing Brian Bishop, Risk Analyst as an alternate to represent Thurston County with the Washington Counties Risk Pool. (WCRP)

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/8/2023

RESOLUTION _____

IN THE MATTER OF CONTINUING RELATIONSHIPS WITH THE WASHINGTON COUNTIES RISK POOL AND THE RELATED APPOINTMENTS AND DESIGNATIONS OF/FOR EACH MEMBER COUNTY.

WHEREAS, several Washington counties agreed to the creation of the Washington Counties Risk Pool (“Pool”), organized and operating under Chapters 48.62 and 39.34 RCW, to provide to its member counties programs of joint self-insurance, joint purchasing of insurance, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services; and

WHEREAS, the Pool’s Interlocal Agreement and Bylaws, and policies of its Board of Directors require appointees and/or designees from each member county; that is:

- a) **Director / Alternate Director** – officers or employees of each Pool member county that are appointed by and serve at the pleasure of the respective county’s legislative authority (*Article 8 of the Interlocal Agreement and Article 2 of the Bylaws*);
- b) **County Risk Manager** – an employee of each Pool member county appointed to serve as a liaison between the County and the Pool as to risk management and who is responsible for the risk management function within the County (*Article 11(b) of the Interlocal Agreement*);
- c) **County Safety Officer** – an active employee designated by each Pool member county who, along with a related committee, are maintained to consider all recommendations concerning the development and implementation of a loss control policy to prevent unsafe practices (*Article 11(c) of the Interlocal Agreement*); and
- d) **County Claims Administrator** – each Pool member county’s must designate someone to administer civil claims, with whom incidents should be immediately reported to, who is responsible for sending all claims and lawsuits and reporting various known incidents to the Pool, and with whom the Pool will coordinate the County’s claims administration (*section B of the Pool Board of Directors’ Claims Handling Policies and Procedures*);

NOW, THEREFORE, BE IT RESOLVED... that Thurston County hereby confirms the appointment or designation of the following individuals for the applicable and required relationships with the Washington Counties Risk Pool:

Director: Gary Edwards
Alternate Director: Tammy Devlin
2nd Alternate (Optional): Jon Tunheim
3rd alternate (Optional): Bryan Anderson
4th Alternate (Optional): Brian Bishop
Risk Manager: Tammy Devlin
Safety Officer: Bryan Anderson
Claims Administrator: Tammy Devlin

County Title: Commissioner
Title: Risk Manager
Title: Prosecuting Attorney
Title: Risk Analyst
Title: Risk Analyst
Title: Risk Manager
Title: Risk Analyst
Title: Risk Manager

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its passage and shall supersede any prior conflicting action(s); and

BE IT STILL FURTHER RESOLVED that the clerk of this body shall forward a copy of this resolution, once completed, to the attention of Executive Director Derek Bryan at the Washington Counties Risk Pool, 2558 RW Johnson Rd. S.W., Suite 106, Tumwater, WA 98512-6103.

ADOPTED: _____ day of March 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Clerk of the Board

Carolina, Mejia, Chair

APPROVED AS TO FORM:
Jon Tunheim
PROSECUTING ATTORNEY

Tye Menser, Vice-Chair

By: Elizabeth Petrich
By Elizabeth Petrich
Chief Civil Deputy Prosecuting Attorney

Gary Edwards, Commissioner



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/3/2023

Agenda Item #:

Created by: Jamie Caldwell, Clerk of the Board - Commissioners - 360-786-5440

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Darren Bennett, Financial Services Manager - Auditor - 360-867-2253**

Item Title:

Approval of the Voucher List

Action Needed:

Class of Item:

List of Exhibits



030323Comms.pdf
PDF File
188 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve the Voucher List for the week of February 27, 2023 for a combined amount of \$4,144,396.04.

Item Description:

Atrium expenditures on page 36

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/3/2023



Thurston County, Washington Accounts Payable Report

Prepared by Auditor/Financial Services
02/27/2023 - 03/03/2023

Thurston County Washington
Accounts Payable Report

For help call:
Darren Bennett - 2253
Darah Nunley - 2257

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 0010 GENERAL FUND

GENERAL FUND

PREPAYMENTS-CURRENT

56237	1576605	WATCH SYSTEMS LLC	02/27/2023	23'SUB:OFFENDER WATCH MOBILE:3/4/23-3/3/23	104.40
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SALES TAX PAYABLE

02JAN23	5001638	ST OF WA DEPT OF REVENUE	02/28/2023	23JAN SALES TAX	189.72
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Total: \$294.12

02 AUDITOR ADMIN

MISCELLANEOUS

02JAN23	5001638	ST OF WA DEPT OF REVENUE	02/28/2023	23JAN SALES TAX	4.38
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Total: \$4.38

02 AUDITOR ELECTIONS PRIMARY

SUPPLIES

149519	38249	CAPITOL CITY PRESS INC	03/03/2023	2023 ELECTION DIVISION IMPRINT ENVELOP	353.91
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Total: \$353.91

02 AUDITOR ELECTIONS GENERAL

SUPPLIES

149519	38249	CAPITOL CITY PRESS INC	03/03/2023	2023 ELECTION DIVISION IMPRINT ENVELOP	353.91
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Total: \$353.91

02 AUDITOR VOTER REG

SUPPLIES

149519	38249	CAPITOL CITY PRESS INC	03/03/2023	2023 ELECTION DIVISION IMPRINT ENVELOP	353.90
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149520	38249	CAPITOL CITY PRESS INC	03/03/2023	2023 VOTER ID CARDS (15,000)	3,271.74
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PROFESSIONAL SERVICES

44068	38178	APEX MAILING SERVICES INC	02/28/2023	2023 PO BOX MAILER-ADDRESS UPDATE LET	3,361.32
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44069	38178	APEX MAILING SERVICES INC	02/28/2023	2023 UOCAVA MAILER-LETTER	2,293.03
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Total: \$9,279.99

03 COMMISSIONERS ADMIN

SUPPLIES

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
03 COMMISSIONERS ADMIN					
SUPPLIES					
005246298	1576588	RICHARDSON BOTTLING CO	02/27/2023	23FEB:DRINKING WATER:CENTRAL SERVICE	2.97
005246298	1576588	RICHARDSON BOTTLING CO	02/27/2023	23FEB:DRINKING WATER:CENTRAL SERVICE	9.45
03JAN23	5001640	ST OF WA DEPT OF REVENUE	02/28/2023	23JAN:USE TAX	0.23
OPERATING LEASES/RENTALS					
005246298	1576588	RICHARDSON BOTTLING CO	02/27/2023	23FEB:DRINKING WATER:CENTRAL SERVICE	2.19
Total:					\$14.84
04 TREASURER OPERATIONS					
SUPPLIES					
731118179	1576769	DEPARTMENT OF ENTERPRISE SERVICES	03/03/2023	OFFICE BUSINESS CARDS	155.73
005246297	1576744	RICHARDSON BOTTLING CO	03/03/2023	OFFICE DRINKING WATER	28.13
04JAN23	5001639	ST OF WA DEPT OF REVENUE	02/28/2023	JANUARY 2023 USE TAX	11.97
PROFESSIONAL SERVICES					
84935	1576761	MASTERS TOUCH LLC, THE	03/03/2023	2023 TAX POSTCARDS MAILING	3,894.77
84934	1576761	MASTERS TOUCH LLC, THE	03/03/2023	2023 TAX STATEMENT MAILING	15,260.15
5459-2023-01-V.1	1576777	POINT & PAY LLC	03/03/2023	ECHECK PROCESSING FEE	70.00
COMMUNICATIONS					
84934	1576761	MASTERS TOUCH LLC, THE	03/03/2023	2023 TAX STATEMENT MAILING	-9,502.61
OPERATING LEASES/RENTALS					
005246297	1576744	RICHARDSON BOTTLING CO	03/03/2023	OFFICE DRINKING WATER	8.75
Total:					\$9,926.89
05 CLERK FAMILY JUVENILE COURT					
SUPPLIES					
14699821 022523	38258	DS SERVICES OF AMERICA INC	03/03/2023	BOTTLE WATER DELIVERY	115.69
Total:					\$115.69
05 CLERK MAIN COURT					
SUPPLIES					
218085-0	38250	CRAINS OFFICENTER INC	03/03/2023	300K BULBS	17.96
218000-1	38250	CRAINS OFFICENTER INC	03/03/2023	KEYBOARD ERGO DESKTOP	76.64
218000-0	38250	CRAINS OFFICENTER INC	03/03/2023	STAPLER, STAPLES KEYBOARD DESKTOP	126.55
14699790 022523	38259	DS SERVICES OF AMERICA INC	03/03/2023	BOTTLE WATER DELIVERY	252.45
Total:					\$473.60

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
06 SC JURY					
OPERATING LEASES/RENTALS					
005256932	1576744	RICHARDSON BOTTLING CO	03/03/2023	WATER FOR JURORS	34.99
005256931	1576744	RICHARDSON BOTTLING CO	03/03/2023	WATER FOR JURORS	139.94
Total:					\$174.93
06 SC FAMILY JUVENILE COURT					
SUPPLIES					
5145465637	1576779	CINTAS CORPORATION NO 2	03/03/2023	FIRST AID REFILL	195.99
PROFESSIONAL SERVICES					
4252	1576775	DANIEL R SMERKEN	03/03/2023	CV FOR ADULT 22-4-01079-34	428.20
022823A	1576751	DARREN PARSE	03/03/2023	SPANISH 22-2-30636-34	120.00
021623A	1576751	DARREN PARSE	03/03/2023	SPANISH 22-3-00117-34	144.89
PROF SVS-LEGAL FEES					
5023	1576776	DEWITT LAW PLLC	03/03/2023	MINOR ATTY SVCS 22-4-01115-34	168.00
6817	1576773	LAW OFFICES OF JENNIFER R SMITH	03/03/2023	ATTY SVCS 19-7-00189-34	24.00
012023-030	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 07-7-00771-2	18.00
012023-031	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 13-7-00407-6	48.00
012023-02	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 17-7-00714-34	108.00
012023-022	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 18-7-00776-34	12.00
012023-011	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 19-7-00190-34	18.00
012023-015	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 20-7-00380-34	258.00
012023-017	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 21-7-00065-34	162.00
012023-023	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 22-7-00087-34	36.00
012023-025	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 22-7-00238-34	6.00
012023-026	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 22-7-00359-34	114.00
012023-027	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 22-7-00362-34	132.00
012023-029	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 22-7-00423-34	336.00
012023-033	1576772	LYNNDA BROWN	03/03/2023	ATTY SVCS 22-7-00437-34	252.00
Total:					\$2,581.08
06 MAIN CAMPUS OPERATIONS					
PROFESSIONAL SERVICES					
24861TJ	1576745	CAPITOL PACIFIC REPORTING INC	03/03/2023	PRO TEM COURT REPORTER	595.00
022123P	1576751	DARREN PARSE	03/03/2023	SPANISH 23-1-00204-34	120.00
011823A	1576784	HSIU LI LAURA MCGILVRA	03/03/2023	MANDARIN 22-1-01294-34	170.00
022323A	1576778	VAIVAO SEMISI-TUPOU	03/03/2023	SAMOAN 22-1-01274-34	200.00

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
06 MAIN CAMPUS OPERATIONS					
PROF SVS-LEGAL FEES					
22-2-01475-34	1576774	BRIAN J COYNE	03/03/2023	ARB SVCS 22-2-01475-34	500.00
22-2-01152-34	1576759	J MICHAEL MORGAN PLLC	03/03/2023	ARB SVCS 22-2-01152-34	435.37
MISCELLANEOUS					
21-1-00730-34	1576611	SUPERIOR COURT ONE TIME VENDOR	02/27/2023	WITNESS FEES 21-1-00730-34	13.88
Total:					\$2,034.25
07 DC COURTROOM SVS-INTERPRETE					
PROFESSIONAL SERVICES					
1752173	38208	ANGELA PARSONS	02/28/2023	INTERPRETER SERVC 020123	85.00
1752169	38208	ANGELA PARSONS	02/28/2023	INTERPRETER SERVC 020923	170.00
1752172	38208	ANGELA PARSONS	02/28/2023	INTERPRETER SERVC 021423	170.00
1748770	38207	LESERINE MURITOK	02/28/2023	INTERPRETER SERVC 020323	160.00
1751079	38201	NATALYA Y GONCHAROVA	02/28/2023	INTERPRETER SERVC 021423	130.00
1751369	38165	YOUNG S LEE	02/28/2023	INTERPRETER SERVC 021423	160.00
Total:					\$875.00
08 JC CASELOAD SERVICES					
SUPPLIES					
214925-0	38162	GORDON PRODUCTS INC	02/28/2023	PAPER FOR JUVENILE COURT	508.19
MISCELLANEOUS					
SH547011	38181	SHARP ELECTRONICS CORPORATION	02/28/2023	PMT 50 F3333	1.14
CAP LEASES/INSTALL PURCHASES					
SH547011	38181	SHARP ELECTRONICS CORPORATION	02/28/2023	PMT 50 F3333	199.28
INTEREST-LONG TERM EXT DEBT					
SH547011	38181	SHARP ELECTRONICS CORPORATION	02/28/2023	PMT 50 F3333	6.06
Total:					\$714.67
08 JC BLOCK GRANT					
PROFESSIONAL SERVICES					
10970	38197	LIVING SOUND THERAPEUTIC SERVICES PLL	02/28/2023	SSODA THERAPY SERVICES 05/22	75.00
10975	38197	LIVING SOUND THERAPEUTIC SERVICES PLL	02/28/2023	SSODA THERAPY SERVICES 01/23	120.00
10974	38197	LIVING SOUND THERAPEUTIC SERVICES PLL	02/28/2023	SSODA THERAPY SERVICES 01/23	165.00
10976	38197	LIVING SOUND THERAPEUTIC SERVICES PLL	02/28/2023	SSODA THERAPY SERVICES 01/23	225.00
10973	38197	LIVING SOUND THERAPEUTIC SERVICES PLL	02/28/2023	SSODA THERAPY SERVICES 01/23	255.00
10971	38197	LIVING SOUND THERAPEUTIC SERVICES PLL	02/28/2023	SSODA THERAPY SERVICES 01/23	300.00

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
08 JC BLOCK GRANT					
PROFESSIONAL SERVICES					
10972	38197	LIVING SOUND THERAPEUTIC SERVICES PLL	02/28/2023	SSODA THERAPY SERVICES 01/23	300.00
10967	38197	LIVING SOUND THERAPEUTIC SERVICES PLL	02/28/2023	SSODA THERAPY SERVICES 11/22	255.00
Total:					\$1,695.00
08 JC O/T-DETENTION SALES TAX					
SUPPLIES-HYGIENE					
0313933-IN	1576700	CHARM-TEX INC	03/01/2023	MAXI PADS FOR JUVENILE DETENTION	112.90
PROFESSIONAL SERVICES					
3037500032	38209	TRINITY SERVICES GROUP INC	02/28/2023	JUVENILE MEALS WEEK 2/16/23	341.00
3037500029	38209	TRINITY SERVICES GROUP INC	02/28/2023	JUVENILE MEALS WEEK 2/9/23	434.63
3037500035	38271	TRINITY SERVICES GROUP INC	03/03/2023	JUVENILE MEALS WEEK ENDING 2/23/23	396.80
EM 2023-00161	1576695	WA ASSOC OF SHERIFFS & POLICE CHIEF	03/01/2023	ELECTRONIC MONITORING FOR JUVENILES	591.31
Total:					\$1,876.64
09 PA ADMIN					
SUPPLIES-OFFICE					
221043	1576713	29 ELEVEN INC	03/01/2023	EMPLOYEE RECOGNITION PLAQUE	125.13
OPERATING LEASES/RENTALS					
30001203	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-22 F5081 & JUV COPIER	50.22
MISCELLANEOUS					
30001204	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-22 F5079 & F5080 COPIER LEASES	0.39
30001203	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-22 F5081 & JUV COPIER	0.13
29993133	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-47 F5078 COPIER LEASE	0.49
CAP LEASES/INSTALL PURCHASES					
30001204	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-22 F5079 & F5080 COPIER LEASES	157.92
30001204	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-22 F5079 & F5080 COPIER LEASES	229.03
30001203	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-22 F5081 & JUV COPIER	138.64
29993133	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-47 F5078 COPIER LEASE	243.35
INTEREST-LONG TERM EXT DEBT					
30001204	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-22 F5079 & F5080 COPIER LEASES	7.42
30001204	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-22 F5079 & F5080 COPIER LEASES	53.77
30001203	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-22 F5081 & JUV COPIER	0.99
29993133	1576608	CANON FINANCIAL SERVICES INC	02/27/2023	PMT-47 F5078 COPIER LEASE	24.54
Total:					\$1,032.02

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
09 PA FAMILY SUPPORT					
SUPPLIES					
149502	38249	CAPITOL CITY PRESS INC	03/03/2023	CUST#2472: ENVELOPES	296.86
290983810001	1576718	ODP BUSINESS SOLUTIONS LLC	03/01/2023	ACCT#67025401 OFC SUPPLIES	50.59
290982245001	1576719	ODP BUSINESS SOLUTIONS LLC	03/01/2023	ACCT#67025401 OFC SUPPLIES	300.07
PROFESSIONAL SERVICES					
5742	1576716	ADDISON LEGAL SERVICES LLC	03/01/2023	LEGAL SERVICES	65.00
5744	1576716	ADDISON LEGAL SERVICES LLC	03/01/2023	LEGAL SERVICES	65.00
5773	1576716	ADDISON LEGAL SERVICES LLC	03/01/2023	LEGAL SERVICES	65.00
5776	1576716	ADDISON LEGAL SERVICES LLC	03/01/2023	LEGAL SERVICES	65.00
5748	1576716	ADDISON LEGAL SERVICES LLC	03/01/2023	LEGAL SERVICES	115.00
COMMUNICATIONS					
FEB-2023	1576599	UNITED STATES POSTAL SERVICE USPS	02/27/2023	BUSINES REPLY PERMIT #BR 107-001	300.00
Total:					\$1,322.52
09 GENERAL FELONY-OPS					
SUPPLIES-OFFICE					
290746594001	1576615	ODP BUSINESS SOLUTIONS LLC	02/27/2023	ACCT#67025401 OFC SUPPLIES	14.33
290730268001	1576616	ODP BUSINESS SOLUTIONS LLC	02/27/2023	ACCT#67025401 OFC SUPPLIES	18.49
291807258001	1576617	ODP BUSINESS SOLUTIONS LLC	02/27/2023	ACCT#67025401 OFC SUPPLIES	47.45
291431661001	1576619	ODP BUSINESS SOLUTIONS LLC	02/27/2023	ACCT#67025401 OFC SUPPLIES	100.37
291432834001	1576614	ODP BUSINESS SOLUTIONS LLC	02/27/2023	ACCT#67025401 RETURN CREDIT	-51.18
COMMUNICATIONS					
8-042-84644	1576592	FEDERAL EXPRESS CORPORATION	02/27/2023	ACCT#2162-3404-9 MAIL SERVICE	111.79
Total:					\$241.25
09 JUVENILE-OPS					
SUPPLIES					
149521	38249	CAPITOL CITY PRESS INC	03/03/2023	CUST#2472: LEGAL FORMS	1,445.04
SUPPLIES-OFFICE					
289350791001	1576614	ODP BUSINESS SOLUTIONS LLC	02/27/2023	ACCT#67025401 OFC SUPPLIES	214.61
Total:					\$1,659.65
09 DOMESTIC VIOLENCE-OPS					
SUPPLIES-OFFICE					
292751996001	1576618	ODP BUSINESS SOLUTIONS LLC	02/27/2023	ACCT#67025401 OFC SUPPLIES	72.65

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
Total:					\$72.65
10 SHERIFF ADMIN					
SUPPLIES-UNIFORMS/CLOTHING					
CM35313	1576681	LN CURTIS & SONS	03/01/2023	RTN INV1574726:2 PR PANTS & BOOTS:PEAR	-444.78
OPERATING LEASES/RENTALS					
41857371	1576720	FIRST-CITIZENS BANK & TRUST COMPANY	03/01/2023	PMT-21/"23FEB:S/N 9U010437 WHITEBOARD:	158.78
Total:					-\$286.00
10 SHERIFF ACCTG SVS					
PROFESSIONAL SERVICES					
13194512	1576760	LOOMIS	03/03/2023	2/23 ARMORED CAR SERVICE	582.00
Total:					\$582.00
10 SHERIFF SPECIAL OPERATIONS					
PROF SVS-MEDICAL PAYMENTS					
01APR21	1576598	WESTCARE CLINIC INC	02/27/2023	DIVE TEAM:DOS:04/01/21:AULT, CHARLES	184.00
11MAY21	1576598	WESTCARE CLINIC INC	02/27/2023	DIVE TEAM:DOS:05/11/21:GIBBONS-NASTANS	293.00
Total:					\$477.00
10 SHERIFF INVESTIGATION					
SUPPLIES-UNIFORMS/CLOTHING					
INV681384	1576742	LN CURTIS & SONS	03/03/2023	SUPP:UNIF:JKT, POLO & ALTER:HILES, JOSEI	268.82
OPERATING LEASES/RENTALS					
106967344	38229	RICOH	03/01/2023	F5510/"23FEB:7998:DET:RENT	364.15
MISCELLANEOUS					
106967344	38229	RICOH	03/01/2023	F5510/"23FEB:7998:DET:RENT	143.98
Total:					\$776.95
10 SHERIFF PATROL					
SUPPLIES-UNIFORMS/CLOTHING					
INV678153	1576583	LN CURTIS & SONS	02/27/2023	SUPP: UNIF: 60 PR- COLLAR BRASS	852.46
INV676832	1576742	LN CURTIS & SONS	03/03/2023	SUPP:UNIF:1 PR PANTS:COMMANDINI	69.41
INV678175	1576681	LN CURTIS & SONS	03/01/2023	SUPP:UNIF:SHIRT W/EMBLEMS:MANCILLAS,F	109.94
10JAN23	5001641	ST OF WA DEPT OF REVENUE	02/28/2023	EXCISE TAX 1/23	0.40
10JAN23	5001641	ST OF WA DEPT OF REVENUE	02/28/2023	EXCISE TAX 1/23	0.53
PROFESSIONAL SERVICES					
13886	1576702	SUMMIT TOWING INC	03/01/2023	VTOW:3B0793	100.19

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
10 SHERIFF PATROL					
OPERATING LEASES/RENTALS					
005255796	1576684	RICHARDSON BOTTLING CO	03/01/2023	'23FEB:FOB:FILTRATION RENTAL	34.99
MISCELLANEOUS					
2023-91	38172	PUBLIC SAFETY TESTING INC	02/28/2023	TESTING FEES: 24-CORRECTIONS & 23-SHEI	253.00
Total:					\$1,420.92
10 SHERIFF TRAFFIC UNIT					
OPERATING LEASES/RENTALS					
106967344	38229	RICOH	03/01/2023	F5510/'23FEB:7998:DET:RENT	59.29
MISCELLANEOUS					
106967344	38229	RICOH	03/01/2023	F5510/'23FEB:7998:DET:RENT	23.44
56237	1576605	WATCH SYSTEMS LLC	02/27/2023	23'SUB:OFFENDER WATCH MOBILE:3/4/23-3/3	521.97
56567	1576763	WATCH SYSTEMS LLC	03/03/2023	SOR:COMM NOTIF:OWI/VANWOERT, BRADLE	38.26
Total:					\$642.96
10 SHERIFF STAFF SERVICES					
SUPPLIES-UNIFORMS/CLOTHING					
INV678161	1576681	LN CURTIS & SONS	03/01/2023	SUPP:UNIF:3 PR PNTS & STRIPES:JOHNSON	396.66
SMALL TOOLS & MINOR EQUIPMENT					
10JAN23	5001641	ST OF WA DEPT OF REVENUE	02/28/2023	EXCISE TAX 1/23	0.03
COMMUNICATIONS					
8-049-38946	1576593	FEDERAL EXPRESS CORPORATION	02/27/2023	EVDN PKG	29.97
OPERATING LEASES/RENTALS					
005255795	1576684	RICHARDSON BOTTLING CO	03/01/2023	'23FEB:SVCS:FILTRATION RENTAL	34.99
106967348	38186	RICOH	02/28/2023	F5508/'23FEB:7997:FRONT OFFICE:RENT	423.44
MISCELLANEOUS					
106967348	38186	RICOH	02/28/2023	F5508/'23FEB:7997:FRONT OFFICE:RENT	47.32
Total:					\$932.41
11 CORRECTIONS ADMIN					
SUPPLIES-UNIFORMS/CLOTHING					
023496711	38182	GALLS-AN ARAMARK CO	02/28/2023	SUPP:UNIF:CLIP ON HOLDER:DAVIS,TREVOR	26.96
11JAN23	5001642	ST OF WA DEPT OF REVENUE	02/28/2023	01/23 EXCISE TAX	0.02
OPERATING LEASES/RENTALS					
005255797	1576744	RICHARDSON BOTTLING CO	03/03/2023	'23FEB:JAIL:FILTRATION RENTALS	69.97

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
11 CORRECTIONS ADMIN					
Total:					\$96.95
11 CORR INMATE MEDICAL					
SUPPLIES-MEDICAL					
INV2000166513A	38194	ELIOR INC	02/28/2023	IM COMMISSARY INDIGENT 01/31 & 02/03	90.60
INV2000166929	38194	ELIOR INC	02/28/2023	IM COMMISSARY INDIGENT 02/07, 02/10	53.70
11JAN23	5001642	ST OF WA DEPT OF REVENUE	02/28/2023	01/23 EXCISE TAX	11.45
PROFESSIONAL SERVICES					
TC-23-1003	38164	HEALTHCARE DELIVERY INC	02/28/2023	02/01/23-02/15/23:IM MDCL SVCS	68,525.40
1095982365	38186	RICOH	02/28/2023	SVC: SURRENDER AND ERASE HD:9741:MDC	273.75
CAP LEASES/INSTALL PURCHASES					
106937014	38229	RICOH	03/01/2023	PMT-02//23MAR:8489:F5862:MDCL:RENT	142.90
INTEREST-LONG TERM EXT DEBT					
106937014	38229	RICOH	03/01/2023	PMT-02//23MAR:8489:F5862:MDCL:RENT	25.36
Total:					\$69,123.16
11 CORR OPERATIONS					
SUPPLIES					
149530	38220	CAPITOL CITY PRESS INC	03/01/2023	SUPP: OFFICE:1,000 LETTERHEAD	553.70
149531	38220	CAPITOL CITY PRESS INC	03/01/2023	SUPP:OFFICE: 500 CORRECTIONS RULE VIOI	419.76
36523	38159	CARTRIDGE CARE INC	02/28/2023	SUPP:OFFICE:11-PRINTER TONER	523.80
290317021001	1576781	ODP BUSINESS SOLUTIONS LLC	03/03/2023	SUPP:OFFICE: BINDERS, DIVIDERS, PI NOTE:	166.13
290320736001	1576780	ODP BUSINESS SOLUTIONS LLC	03/03/2023	SUPP:OFFICE:LIQUID HIGHLIGHTER	9.23
SUPPLIES-UNIFORMS/CLOTHING					
INV678153	1576583	LN CURTIS & SONS	02/27/2023	SUPP: UNIF: 60 PR- COLLAR BRASS	852.46
SMALL TOOLS & MINOR EQUIPMENT					
290320712001	1576782	ODP BUSINESS SOLUTIONS LLC	03/03/2023	SUPP:OFF: PRINTER	1,203.41
290317021001	1576781	ODP BUSINESS SOLUTIONS LLC	03/03/2023	SUPP:OFFICE: BINDERS, DIVIDERS, PI NOTE:	14.57
PROFESSIONAL SERVICES					
1095982503	38186	RICOH	02/28/2023	SVC: SURRENDER AND ERASE HD:9751:INTK	273.75
MISCELLANEOUS					
2023-91	38172	PUBLIC SAFETY TESTING INC	02/28/2023	TESTING FEES: 24-CORRECTIONS & 23-SHEF	264.00
106967353	38261	RICOH	03/03/2023	PMT-21 F5596//23MAR:9753:JAIL RCPT:RENT	0.37
CAP LEASES/INSTALL PURCHASES					

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
11 CORR OPERATIONS					
CAP LEASES/INSTALL PURCHASES					
106967353	38261	RICOH	03/03/2023	PMT-21 F5596//23MAR:9753:JAIL RCPT:RENT	375.00
INTEREST-LONG TERM EXT DEBT					
106967353	38261	RICOH	03/03/2023	PMT-21 F5596//23MAR:9753:JAIL RCPT:RENT	29.10
Total:					\$4,685.28
11 CORR OPTIONS					
PROFESSIONAL SERVICES					
201571	38230	SENTINEL OFFENDER SERVICES LLC	03/01/2023	'23JAN:EM/CELL PHONE	946.56
Total:					\$946.56
11 CORR KITCHEN					
SUPPLIES					
3037500033	38209	TRINITY SERVICES GROUP INC	02/28/2023	02/09/23-02/20/23:PAPER, CLEANING SUPPLIE	216.00
PROFESSIONAL SERVICES					
3037500031	38209	TRINITY SERVICES GROUP INC	02/28/2023	0210-021623:IM MEALS	13,411.49
3037500034	38271	TRINITY SERVICES GROUP INC	03/03/2023	0217-022323:IM MEALS	13,483.91
Total:					\$27,111.40
12 CORONER OPERATIONS					
OPERATING LEASES/RENTALS					
33551966	1576764	KELLEY IMAGING SYSTEMS INC	03/03/2023	23MAR:LEXMARK C4150/M3250:RENT	105.11
Total:					\$105.11
12 DEATH INVESTIGATIONS					
SUPPLIES					
12JAN23	5001643	ST OF WA DEPT OF REVENUE	02/28/2023	23JAN:USE TAX	20.95
SMALL TOOLS & MINOR EQUIPMENT					
12JAN23	5001643	ST OF WA DEPT OF REVENUE	02/28/2023	23JAN:USE TAX	74.30
Total:					\$95.25
12 AUTOPSY REIMBURSEMENT					
PROFESSIONAL SERVICES					
23-0412-02	1576765	ERIC L KIESEL	03/03/2023	AUTOPSY:MUXEN	2,100.00
23-0396-02	1576767	PACIFIC NORTHWEST FORENSIC PATHOLOG	03/03/2023	AUTOPSY:BOWSER	2,100.00
23-0411-02	1576767	PACIFIC NORTHWEST FORENSIC PATHOLOG	03/03/2023	AUTOPSY:BROWN	2,100.00

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
12 AUTOPSY REIMBURSEMENT					
PROFESSIONAL SERVICES					
23-0386-02	1576767	PACIFIC NORTHWEST FORENSIC PATHOLOG	03/03/2023	AUTOPSY:HERRON	2,100.00
23-0410-02	1576767	PACIFIC NORTHWEST FORENSIC PATHOLOG	03/03/2023	AUTOPSY:RIDGWAY	2,100.00
23-0387-02	1576767	PACIFIC NORTHWEST FORENSIC PATHOLOG	03/03/2023	AUTOPSY:STEPHENS	2,100.00
23-0391-02	1576767	PACIFIC NORTHWEST FORENSIC PATHOLOG	03/03/2023	EXTERNAL EXAM:INMAN	1,200.00
Total:					\$13,800.00
12 INDIGENT BURIAL					
PROFESSIONAL SERVICES					
756001007376	1576748	SCI SHARED RESOURCES LLC AGENT FOR S	03/03/2023	INDIGENT CREMATION:LEE	550.00
756001007375	1576748	SCI SHARED RESOURCES LLC AGENT FOR S	03/03/2023	INDIGENT CREMATION:WALLER	550.00
Total:					\$1,100.00
22 CIVIL SERVICE ADMIN SHERIFF					
PROF SVS-TESTING					
22JAN23	5001644	ST OF WA DEPT OF REVENUE	02/28/2023	23JAN:USE TAX	18.10
Total:					\$18.10
22 HUMAN RESOURCES					
SUPPLIES					
290839794001	1576717	ODP BUSINESS SOLUTIONS LLC	03/01/2023	SORTER, WASTEBASKETS, PAPER, ADDRES'	98.70
PROFESSIONAL SERVICES					
143152	1576690	SUMMIT LAW GROUP PLLC	03/01/2023	PROFESSIONAL SVS:1/18/23:1600-1 JXL	680.00
MISCELLANEOUS					
114492	38160	ASSOC OF WA CITIES	02/28/2023	23'ASSOC MMBR DUES:AWC	500.00
Total:					\$1,278.70
22 HR BOARD OF EQUALIZATION					
SMALL TOOLS & MINOR EQUIPMENT					
22JAN23	5001644	ST OF WA DEPT OF REVENUE	02/28/2023	23JAN:USE TAX	11.27
Total:					\$11.27
23 LEOFF-1 MEDICAL					
MEDICAL LEOFF 1					
10FEB23	1576612	JAMES FLOYD DUNN	02/27/2023	LF1: RX 02/10/23	15.02
26OCT22	1576612	JAMES FLOYD DUNN	02/27/2023	LF1: RX 10/26/22	15.02
18DEC22	1576612	JAMES FLOYD DUNN	02/27/2023	LF1: RX 12/18/22	15.02

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
23 LEOFF-1 MEDICAL					
MEDICAL LEOFF 1					
23JAN13	1576758	REMI C HANSEN	03/03/2023	LF1: COPAY 1/13/23	15.00
23JAN18	1576758	REMI C HANSEN	03/03/2023	LF1: COPAY 1/18/23	30.00
23JAN06	1576758	REMI C HANSEN	03/03/2023	LF1: RX 01/06/23	19.88
23JAN23	1576758	REMI C HANSEN	03/03/2023	LF1: RX 01/23/23	16.66
23FEB03	1576758	REMI C HANSEN	03/03/2023	LF1: RX 02/03/23	45.38
23JAN25	1576758	REMI C HANSEN	03/03/2023	LF1: RX 1/25/23	40.00
Total:					\$211.98
23 NON DEPT ASSOCIATION DUES					
MISCELLANEOUS					
CC2023-13	1576694	WA ST ASSOC OF COUNTIES WSAC	03/01/2023	23'SPEC ASSMT:COASTAL CAUCUS FUNDING	2,500.00
Total:					\$2,500.00
23 NON DEPT COUNTY PROJECTS					
PROFESSIONAL SERVICES					
23FEB	38265	DEBORA L BROWN MUNGUIA	03/03/2023	23JAN:ADVOCACY/CONSULTING SERVICES	5,600.00
2023-09	1576753	THURSTON COMMUNITY TELEVISION	03/03/2023	23JAN:TCTV SERVICE FEE	25,829.50
Total:					\$31,429.50
24 TCPD ADMIN COSTS RESTRICTED					
SMALL TOOLS & MINOR EQUIPMENT					
665006	38174	TRI-TEC COMMUNICATIONS INC	02/28/2023	MITEL IP PHONE IP480G	597.65
PROFESSIONAL SERVICES					
665006	38174	TRI-TEC COMMUNICATIONS INC	02/28/2023	MITEL IP PHONE IP480G	655.69
OPERATING LEASES/RENTALS					
INV139241	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	02-2023 RENTAL AND 01-2023 MAINTENANCE	53.63
INV140284	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	02/2023 RENTAL 01/2023 MAINTENANCE	220.99
REPAIRS & MAINTENANCE					
INV139241	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	02-2023 RENTAL AND 01-2023 MAINTENANCE	0.77
INV140284	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	02/2023 RENTAL 01/2023 MAINTENANCE	10.11
CAP LEASES/INSTALL PURCHASES					
INV139365	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	PMNT #1 F5035 COPIER LEASE	169.99
INV139364	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	PMT #1 F5034 COPIER LEASE	169.99
INTEREST-LONG TERM EXT DEBT					

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
24 TCPD ADMIN COSTS RESTRICTED					
INTEREST-LONG TERM EXT DEBT					
INV139365	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	PMNT #1 F5035 COPIER LEASE	97.55
INV139364	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	PMT #1 F5034 COPIER LEASE	97.55
Total:					\$2,073.92
24 TCPD SC PANEL ATTNYS					
PROF SVS-LEGAL FEES					
20-1-01570-34-7	1576607	CR TAYLOR LAW PS	02/27/2023	20-1-01570-34 RICHARDSON A	909.00
22-1-00677-34-4	1576607	CR TAYLOR LAW PS	02/27/2023	22-1-00677-34 DECKERT	369.00
22-1-00800-34-5	1576607	CR TAYLOR LAW PS	02/27/2023	22-1-00800-34 CONTOR	342.00
22-1-00827-34-2	1576601	KARL A HACK ATTORNEY AT LAW PLLC	02/27/2023	22-1-00827-34 BLACKWELL	1,035.00
23-1-00007-34-1	1576601	KARL A HACK ATTORNEY AT LAW PLLC	02/27/2023	23-1-00007-34 SMITH	306.00
23-1-00049-34-1	1576601	KARL A HACK ATTORNEY AT LAW PLLC	02/27/2023	23-1-00049-34 PUCKETT	549.00
461	38237	RUTH L RIVAS	03/01/2023	21-1-00948-34 HOOKS	630.00
514	38237	RUTH L RIVAS	03/01/2023	21-1-00948-34 HOOKS	1,350.00
506	38237	RUTH L RIVAS	03/01/2023	22-1-00153-34 DAVIS	630.00
452	38237	RUTH L RIVAS	03/01/2023	22-1-00153-34 DAVIS	810.00
453	38237	RUTH L RIVAS	03/01/2023	22-1-00393-34 DAVIS	360.00
472	38199	RUTH L RIVAS	02/28/2023	22-1-00944-34 OLIVE A	180.00
PROF SVS-FIXED PRICE CONTRACT					
22-1-01286-34	38192	CHRISTOPHER ANDREW SWABY	02/28/2023	22-1-01286-34 BARKER	1,000.00
Total:					\$8,470.00
24 TCPD JUVI CRIMINAL CONFLCTS					
PROF SVS-LEGAL FEES					
22-8-00204-34-2	1576601	KARL A HACK ATTORNEY AT LAW PLLC	02/27/2023	22-8-00204-34 BOVAN	630.00
22-8-00218-34-1	1576601	KARL A HACK ATTORNEY AT LAW PLLC	02/27/2023	22-8-00218-34 WASHINGTON	299.00
23-8-00007-34-1	1576601	KARL A HACK ATTORNEY AT LAW PLLC	02/27/2023	23-8-00007-34 SMITH	495.00
446	38199	RUTH L RIVAS	02/28/2023	21-8-00126-34 BURKE	130.00
462	38199	RUTH L RIVAS	02/28/2023	21-8-00136-34 JOHNSON	65.00
516	38199	RUTH L RIVAS	02/28/2023	21-8-00136-34 JOHNSON	65.00
466	38199	RUTH L RIVAS	02/28/2023	22-8-00050-34 MARZANO	130.00
464	38199	RUTH L RIVAS	02/28/2023	22-8-00098-34 LAFORGE	45.00
475	38237	RUTH L RIVAS	03/01/2023	22-8-00130-34 SCALE	375.00
Total:					\$2,234.00
27 WSU MG-ANNUAL TRAING PRGRM					

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
27 WSU MG-ANNUAL TRAINING PRGRM					
MISCELLANEOUS					
1754656	1576712	CHRISTINA A PFEIFFER HORTICULTURAL COI	03/01/2023	MG GUEST SPEAKER	450.00
Total:					\$450.00
FAIR EVENT					
PROFESSIONAL SERVICES					
1754323	1576710	JONATHAN R HESS	03/01/2023	TC FAIR CARETAKER PAYMENT - HESS	180.00
UTILITY SVS-ELECTRIC					
1755776	1576747	PUGET SOUND ENERGY INC	03/03/2023	TC FAIR POWER SVCS 1/4/23-2/2/23	411.04
UTILITY SVS-GAS					
1755776	1576747	PUGET SOUND ENERGY INC	03/03/2023	TC FAIR POWER SVCS 1/4/23-2/2/23	208.97
Total:					\$800.01
29 EMERGENCY MANAGEMENT					
SUPPLIES					
13590051 021523	38185	DS SERVICES OF AMERICA INC	02/28/2023	23FEB:DRINKING WATER	13.11
REPAIRS & MAINTENANCE					
INVEST4878	38176	ESI ACQUISITION INC	02/28/2023	23'MAINT:WEBEOC SOFTWARE	14,523.00
Total:					\$14,536.11
34 PARKS M&O GF APPROPRIATION					
TAXES & OP ASSESSMENTS					
0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	5.69
MISCELLANEOUS					
134-000592-033023	1576721	DEPARTMENT OF HEALTH	03/03/2023	2023 WATER SVS PERMIT/CERT	4.23
Total:					\$9.92
36 LONG RANGE PLANNING					
SMALL TOOLS & MINOR EQUIPMENT					
10641925920	1576757	DELL MARKETING LP	03/03/2023	DELL 55 CONF MONITOR	2,166.10
TAXES & OP ASSESSMENTS					
1755705	1576755	TREASURERS OFFICE	03/03/2023	12626003000 PROPERTY TAX	76.24
1755707	1576755	TREASURERS OFFICE	03/03/2023	12627410000 PROPERTY TAX	133.20
Total:					\$2,375.54

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund 0010 Total:					\$223,105.99

Fund Number: 1010 TREASURER'S M&O

04 TREAS M&O COLLECTIONS

SUPPLIES

731118179	1576769	DEPARTMENT OF ENTERPRISE SERVICES	03/03/2023	OFFICE BUSINESS CARDS	55.68
04JAN23	5001639	ST OF WA DEPT OF REVENUE	02/28/2023	JANUARY 2023 USE TAX	1.84
Total:					\$57.52
Fund 1010 Total:					\$57.52

Fund Number: 1030 FAIR

27 FAIRGROUNDS

PROFESSIONAL SERVICES

1754323	1576710	JONATHAN R HESS	03/01/2023	TC FAIR CARETAKER PAYMENT - HESS	420.00
INV00414	1576689	THURSTON COUNTY FIRE DIST 3	03/01/2023	TC FAIR: LACEY FIRE DIST SERVICE FEE	12,042.19

UTILITY SVS-ELECTRIC

1755776	1576747	PUGET SOUND ENERGY INC	03/03/2023	TC FAIR POWER SVCS 1/4/23-2/2/23	959.11
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UTILITY SVS-GAS

1755776	1576747	PUGET SOUND ENERGY INC	03/03/2023	TC FAIR POWER SVCS 1/4/23-2/2/23	487.59
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Total: **\$13,908.89**
Fund **1030** Total: **\$13,908.89**

Fund Number: 1120 INVESTMENT ADMINISTRATION

04 INVEST ADMIN

SUPPLIES

731118179	1576769	DEPARTMENT OF ENTERPRISE SERVICES	03/03/2023	OFFICE BUSINESS CARDS	31.73
Total:					\$31.73
Fund 1120 Total:					\$31.73

Fund Number: 1160 REET TECHNOLOGY FUND

04 REAL ESTATE EXCISE CLLCTN

SUPPLIES

Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 1160 REET TECHNOLOGY FUND

04 REAL ESTATE EXCISE CLLCTN

SUPPLIES

731118179	1576769	DEPARTMENT OF ENTERPRISE SERVICES	03/03/2023	OFFICE BUSINESS CARDS	59.90
04JAN23	5001639	ST OF WA DEPT OF REVENUE	02/28/2023	JANUARY 2023 USE TAX	4.60
Total:					\$64.50
Fund 1160 Total:					\$64.50

Fund Number: 1180 TREATMENT SALES TAX

40 TREATMENT SALES TAX

PROFESSIONAL SERVICES

43	38219	FAMILY SUPPORT CENTER OF SOUTH SOUNI	03/01/2023	JAN 2023 FSCC PERSONNEL/ADMIN/DIRECT	9,857.42
7	38219	FAMILY SUPPORT CENTER OF SOUTH SOUNI	03/01/2023	JAN 2023 FSCC PERSONNEL/SUPPLIES/ADM	6,057.82
12-2022	38256	YOUNG WOMENS CHRISTIAN ASSOCIATION	03/03/2023	DEC_2022 SALARIES, SUPPLIES, SHARED HC	2,457.15
11-2022	38256	YOUNG WOMENS CHRISTIAN ASSOCIATION	03/03/2023	NOV_2022 SALARIES, SUPPLIES, SHARED HC	3,813.29
10-2022	38256	YOUNG WOMENS CHRISTIAN ASSOCIATION	03/03/2023	OCT_2022 SALARIES, SUPPLIES, SHARED HC	3,067.59
Total:					\$25,253.27

11 CORR PREP TST

IG PASS THROUGH PAYMENTS

22-Dec	38177	PACIFIC MOUNTAIN WORKFORCE	02/28/2023	'22DEC:I/M PRE-EMP TRAINING	9,030.37
Total:					\$9,030.37
Fund 1180 Total:					\$34,283.64

Fund Number: 1190 ROADS & TRANSPORTATION

ROADS & TRANSPORTATION

SALES TAX PAYABLE

0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	1,015.29
Total:					\$1,015.29

34 ROADS ADMIN

TAXES & OP ASSESSMENTS

0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	59.04
Total:					\$59.04

34 EMERGENCY REPAIRS

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 1190 ROADS & TRANSPORTATION					
34 EMERGENCY REPAIRS					
REPAIRS & MAINTENANCE					
77174-RETAINAGE	1576687	PETERSEN BROTHERS INC	03/01/2023	RETAINAGE - CHEIN HILL	2,111.51
Total:					\$2,111.51
34 ROADS CAPITAL					
PROFESSIONAL SERVICES					
77176-01	1576621	COMBINED CONSTRUCTION INC	02/27/2023	STEAMBOAT ISL BRIDGE CP 77176	193,800.00
Total:					\$193,800.00
34 ROADS TRAFFIC					
SUPPLIES					
61776671	38236	AVERY DENNISON CORPORATION	03/01/2023	HEPA- CARBEN FILTERS	-575.00
61776466	38236	AVERY DENNISON CORPORATION	03/01/2023	HEPA- CARBON FILTERS	675.00
426988	38167	LINCOLN CREEK LUMBER CO	02/28/2023	SHEET METAL SNIPS	17.51
PROFESSIONAL SERVICES					
162271	38187	FEHR & PEERS	02/28/2023	TASK 08-TC SAFETY STUDY UPDATE	4,740.94
UTILITY SERVICES					
R99282-022323	1576747	PUGET SOUND ENERGY INC	03/03/2023	18300 OLD HWY 99 02/23	84.20
R72739-022323	1576747	PUGET SOUND ENERGY INC	03/03/2023	19801 OLD HWY 99 02/23	177.70
R28566-022323	1576747	PUGET SOUND ENERGY INC	03/03/2023	20500 OLD HWY 99 02/23	224.28
R62837-022323	1576747	PUGET SOUND ENERGY INC	03/03/2023	6200 201ST AVE SW 02/23	42.80
Total:					\$5,387.43
34 ROADS OPS-BRIDGE					
REPAIRS & MAINTENANCE					
77176-01	1576621	COMBINED CONSTRUCTION INC	02/27/2023	STEAMBOAT ISL BRIDGE CP 77176	24,000.00
Total:					\$24,000.00
34 ROADS DRAINAGE					
SUPPLIES-ROCK					
1721	38223	BRUMFIELD CONSTRUCTION INC	03/01/2023	ROCK 1 1/4" MINUS, 4" - 8" QUARRY SPALLS	173.97
1721	38223	BRUMFIELD CONSTRUCTION INC	03/01/2023	ROCK 1 1/4" MINUS, 4" - 8" QUARRY SPALLS	228.67
1983643	1576584	MILES SAND & GRAVEL COMPANY	02/27/2023	ROCK 1 1/4" CSBC	710.16
1982324	1576584	MILES SAND & GRAVEL COMPANY	02/27/2023	ROCK 1 1/4" CSCB	238.34
Total:					\$1,351.14
34 ROADS EMERGENCY RESPONSE					

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 1190 ROADS & TRANSPORTATION

34 ROADS EMERGENCY RESPONSE

SUPPLIES-SALT/SALT BRINE

5199	1576609	SALT DISTRIBUTORS INC	02/27/2023	SALT BRINE DES CONTRACT	24,057.06
Total:					\$24,057.06

34 ROADS SURFACES

SUPPLIES-ASPHALT

2421309	1576606	GRANITE CONSTRUCTION	02/27/2023	ASPAHLT PRICE ADJ 09/22	146.60
2421313	1576606	GRANITE CONSTRUCTION	02/27/2023	ASPHALT PRICE ADJ 06/22	4,167.00
2421311	1576606	GRANITE CONSTRUCTION	02/27/2023	ASPHALT PRICE ADJ 08/22	7,040.04
2361718	1576606	GRANITE CONSTRUCTION	02/27/2023	ASPHALT PRICE ADJ 10/22	148.59
222901	38231	LAKESIDE INDUSTRIES INC	03/01/2023	ASPHALT EZ STREET	635.52
205436	38190	LAKESIDE INDUSTRIES INC	02/28/2023	ASPHALT PRICE ADJ 06/22-07/22	13.37
213253	38190	LAKESIDE INDUSTRIES INC	02/28/2023	ASPHALT PRICE ADJ 09/22	24.13
209975	38190	LAKESIDE INDUSTRIES INC	02/28/2023	ASPHALT PRICE ADJ 8/22	7.69
209976	38190	LAKESIDE INDUSTRIES INC	02/28/2023	ASPHALT PRICE ADJ 8/22	529.93
213254	38190	LAKESIDE INDUSTRIES INC	02/28/2023	ASPHALT PRICE ADJ 9/22	30.02
205435	38190	LAKESIDE INDUSTRIES INC	02/28/2023	ASPHALT PRICE ADJ- 05/22-07/22	233.53
205444	38190	LAKESIDE INDUSTRIES INC	02/28/2023	ASPHALT WA CLASS A	110.53
223373	38231	LAKESIDE INDUSTRIES INC	03/01/2023	ASPHALT- WA CLASS A	1,370.77
214030	38190	LAKESIDE INDUSTRIES INC	02/28/2023	LIQUID ASPHALT	233.50
75141	1576596	TUCCI & SONS INC	02/27/2023	ASPAHLT HMA 1/2"	347.89
Total:					\$15,039.11

34 ROADS STORMWATER MAINT

SUPPLIES-ROCK

1710	38223	BRUMFIELD CONSTRUCTION INC	03/01/2023	ROCK 1 1/4" 4"- 8" QUARRY SPALLS	540.64
1982323	1576584	MILES SAND & GRAVEL COMPANY	02/27/2023	ROCK 1 1/4" CSBC	238.17

OPERATING LEASES/RENTALS

0553300727	38224	NORTHWEST CASCADE INC	03/01/2023	VACTOR TOILET RENTAL 02/23	71.50
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UTILITY SVS-WATER/SEWER/GARBAG

17509	1576590	CITY OF LACEY	02/27/2023	LOTT ERUS 01/23	560.61
Total:					\$1,410.92

34 ROADS VEGETATION

SUPPLIES

1-0156715	1576699	ONEILL & SONS INC	03/01/2023	TOP SOIL	13.24
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Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 1190 ROADS & TRANSPORTATION					
34 ROADS VEGETATION					
OPERATING LEASES/RENTALS					
3975259	1576613	ALTEC INDUSTRIES INC	02/27/2023	RENTAL BUCKET TRUCK	4,215.90
0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	8.64
Total:					\$4,237.78
34 ROADS FACILITIES M&O					
SUPPLIES					
76189	1576582	KNIGHT FIRE PROTECTION INC	02/27/2023	ROCHESTER 5LB FIRE EXT	144.85
Total:					\$144.85
34 ROADS MAINT ADMIN					
SUPPLIES-UNIFORMS/CLOTHING					
0680819-IN	1576587	NATIONAL SAFETY INC	02/27/2023	RAIN JACKETS, PANTS, BIBS	674.28
9606692193	1576595	WW GRAINGER INC	02/27/2023	RAIN BIB OVERALLS	57.93
9586985435	1576595	WW GRAINGER INC	02/27/2023	RAIN JACKETS	99.55
MISCELLANEOUS					
S156252	38191	WESTERN PATHOLOGY CONSULTANTS INC	02/28/2023	DRUG/ALCOHOL TESTING	380.00
Total:					\$1,211.76
34 ROADS SAFETY/TRAINING					
SUPPLIES					
9605168278	1576594	WW GRAINGER INC	02/27/2023	SAFETY SIGNS	148.15
Total:					\$148.15
Fund 1190 Total:					\$273,974.04
Fund Number: 1200 VETERANS					
40 VETERAN'S HOUSING					
PROFESSIONAL SERVICES					
Q4_2022	1576746	CATHOLIC COMMUNITY SERVICES	03/03/2023	Q4 2022 SERVICES, DREXEL HOUSE EMERGI	2,250.00
Total:					\$2,250.00
Fund 1200 Total:					\$2,250.00
Fund Number: 1290 MEDIC ONE					

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 1290 MEDIC ONE					
29 MEDIC 1 ADMIN M & O					
SUPPLIES					
13590051 021523	38185	DS SERVICES OF AMERICA INC	02/28/2023	23FEB:DRINKING WATER	46.90
OPERATING LEASES/RENTALS					
INV139975	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	USAGE FOR JANUARY AND FEBRUARY 2023	331.20
REPAIRS & MAINTENANCE					
INV139975	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	USAGE FOR JANUARY AND FEBRUARY 2023	190.06
Total:					\$568.16
29 MEDIC 1 ALS M&O					
REPAIRS & MAINTENANCE					
INV139975	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	USAGE FOR JANUARY AND FEBRUARY 2023	23.76
Total:					\$23.76
29 MEDIC 1 ALS TRAINING/TRAVEL					
MISC-PARTICIPANT-OTHER TRAINING					
1893-4577	38198	ELIZABETH GORE	02/28/2023	EMS CONNECT REIM	14.00
CMEMALZ022023	1576714	KEVIN D MALTZ	03/01/2023	CME REIM	683.68
CMEPHILLIPS022023	1576708	STEPHEN PHILLIPS	03/01/2023	CME REIMB.	1,415.00
Total:					\$2,112.68
29 MEDIC 1 ALS CONTRACT SUPPOR					
PROFESSIONAL SERVICES					
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	1,168.10
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	4,666.67
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	4,895.34
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	40,000.00
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	130,893.80
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	149,495.42
OPERATING LEASES/RENTALS					
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	1,008.00
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	1,441.60
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	6,585.60
Total:					\$340,154.53
29 ALS SUPPORT SERVICES					
SUPPLIES-UNIFORMS/CLOTHING					

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 1290 MEDIC ONE					
29 ALS SUPPORT SERVICES					
SUPPLIES-UNIFORMS/CLOTHING					
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	384.59
IN1830762	1576766	MUNICIPAL EMERGENCY SERVICES INC	03/03/2023	UNIFORMS TFD	1,949.46
SUPPLIES-MEDICAL					
9135183353	38263	AIRGAS USA LLC	03/03/2023	FD2 OXYGEN	42.53
9134409877	38263	AIRGAS USA LLC	03/03/2023	FD3 OXYGEN	28.40
9134901879	38188	AIRGAS USA LLC	02/28/2023	LFD3 OXYGEN	28.40
9134652016	38263	AIRGAS USA LLC	03/03/2023	LFD3 OXYGEN	42.53
9134755500	38263	AIRGAS USA LLC	03/03/2023	OFD STA 2 OXYGEN	293.83
9135233121	38263	AIRGAS USA LLC	03/03/2023	TFD OXYGEN	56.81
20289332	38196	MCKESSON MEDICAL-SURGICAL GOVT SOLL	02/28/2023	MEDICAL SUPPLIES	109.86
SUPPLIES-DRUGS/PHARMACEUTICALS					
7270707774	1576770	CARDINAL HEALTH 411	03/03/2023	MEDICATION	1,983.50
7270998832	1576770	CARDINAL HEALTH 411	03/03/2023	MEDICATION	5,304.40
7270355662	1576770	CARDINAL HEALTH 411	03/03/2023	MEDICATIONS	99.24
7275013655	1576770	CARDINAL HEALTH 411	03/03/2023	MEDICATIONS	256.55
7269485141	1576770	CARDINAL HEALTH 411	03/03/2023	MEDICATIONS	424.86
7269485142	1576770	CARDINAL HEALTH 411	03/03/2023	MEDICATIONS	4,973.00
FUEL CONSUMED					
6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	932.59
CL66805	38260	WILSON OIL INC	03/03/2023	FUEL USAGE JANUARY	52.36
SMALL TOOLS & MINOR EQUIPMENT					
INV-BF114979	38210	BFLY OPERATIONS INC	02/28/2023	US SYSTEM SUPPLIES	755.93
OPERATING LEASES/RENTALS					
9994806583	38188	AIRGAS USA LLC	02/28/2023	FD9 OXYGEN RENT	457.05
9994806580	38188	AIRGAS USA LLC	02/28/2023	LFD3 OXYGEN RENT	3.31
9994806581	38188	AIRGAS USA LLC	02/28/2023	LFD3 OXYGEN RENT	9.90
9994816551	38188	AIRGAS USA LLC	02/28/2023	OFD STA 2 OXYGEN RENT	561.84
9994845008	38263	AIRGAS USA LLC	03/03/2023	OFD STA 4 OXYGEN RENT	312.62
MISCELLANEOUS					
3006334642	1576750	STERICYCLE INC	03/03/2023	FD2 BIO HAZ	52.67
3006334140	1576750	STERICYCLE INC	03/03/2023	FD2 BIO HAZ	69.69
3006366481	1576750	STERICYCLE INC	03/03/2023	TFD BIO HAZ	70.46
3006337536	1576750	STERICYCLE INC	03/03/2023	TMCO BIO HAZ	51.80
3006366284	1576750	STERICYCLE INC	03/03/2023	WTRFA BIO HAZ	20.72

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 1290 MEDIC ONE

29 ALS SUPPORT SERVICES

Total: \$19,328.90

29 MEDIC 1 BLST M & O

REPAIRS & MAINTENANCE

INV139975	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	USAGE FOR JANUARY AND FEBRUARY 2023	237.58
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Total: \$237.58

29 IT DATA SYSTEM

COMMUNICATIONS

9928138694	1576683	VERIZON WIRELESS MESSAGING SERVICES	03/01/2023	COMMUNICATIONS JAN 20 - FEB 19 2023	7,253.00
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Total: \$7,253.00

29 1 CPR PIE

REPAIRS & MAINTENANCE

INV139975	1576740	CAPITAL BUSINESS MACHINES INC	03/03/2023	USAGE FOR JANUARY AND FEBRUARY 2023	23.75
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Total: \$23.75

29 MEDIC 1 BLSS SUPPORT

SUPPLIES

9134949023	38188	AIRGAS USA LLC	02/28/2023	FD2 OXYGEN	28.35
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20289332	38196	MCKESSON MEDICAL-SURGICAL GOVT SOLL	02/28/2023	MEDICAL SUPPLIES	223.06
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PROFESSIONAL SERVICES

6497	1576752	CITY OF TUMWATER	03/03/2023	TFD ALS CONTRACT JANUARY	3,404.72
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Total: \$3,656.13

Fund **1290** Total: \$373,358.49

Fund Number: 1300 STADIUM/CONVENTION/ART CENTER

03 STADIUM/CONVENTION/ARTS

PROFESSIONAL SERVICES

021422	38179	WASHINGTON STATE SENIOR GAMES	02/28/2023	LODGING TAX GRANT:2022 WA STATE SENIO	7,495.02
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Total: \$7,495.02

Fund **1300** Total: \$7,495.02

Fund Number: 1380 CONSERVATION FUTURES

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 1380 CONSERVATION FUTURES

03 CONS FUTURES NON CAP EXPEN

PROFESSIONAL SERVICES

2745	1576688	CAPITOL LAND TRUST	03/01/2023	RECORDING FEES EASEMENT ACQ:CONSER	515.85
37476	1576709	KIDDER MATHEWS INC	03/01/2023	APPRAISAL REVIEW:HCP CONSERVATION LA	1,000.00
Total:					\$1,515.85

03 PARKS & TRAILS

SUPPLIES

1-0157899	1576699	ONEILL & SONS INC	03/01/2023	TOPSOIL - 41ST AVE	129.40
Total:					\$129.40

03 PARKS MAINTENANCE & OPER

SUPPLIES

426555	38167	LINCOLN CREEK LUMBER CO	02/28/2023	WATER SOFTENER SALT- DESCHUTES	44.29
Total:					\$44.29
Fund 1380 Total:					\$1,689.54

Fund Number: 1400 HOUSING & COMMUNITY RENEWAL

41 CHG HEN

PROFESSIONAL SERVICES

2123CHG1277AFA1222S 38235	ANGELS FOR ANGELS	03/01/2023	AFA 2123CHG1277AFA1222S-2	1,024.46
Total:				\$1,024.46

41 RHHSC (REG HLTH & HUMAN SVS

PROFESSIONAL SERVICES

22HSFTCFBFB0123	38184	THURSTON COUNTY FOOD BANK	02/28/2023	TCFB 22.HSF.TCFB.FB.01.23	6,997.64
Total:					\$6,997.64

41 CDBG ENTITLEMENT

PROFESSIONAL SERVICES

1617CDBGTENI123	1576600	CITY OF TENINO	02/27/2023	TENI 1617.CDBG.TENI.1.23	5,988.34
22CDBGSSHOMI123	38226	SENIOR SERVICES FOR SOUTH SOUND	03/01/2023	SS 22.CDBG.SS.HOME.1.23	1,260.28
Total:					\$7,248.62
Fund 1400 Total:					\$15,270.72

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 1450 PRISONER'S CONCESSIONS

11 CORR COMMISSARY

SUPPLIES

INV2000166513A	38194	ELIOR INC	02/28/2023	IM COMMISSARY INDIGENT 01/31 & 02/03	43.56
INV2000166929	38194	ELIOR INC	02/28/2023	IM COMMISSARY INDIGENT 02/07, 02/10	43.44

PROFESSIONAL SERVICES

23-FEB	1576768	CINDI LOU COOPER	03/03/2023	'23FEB:INDIGENT: BARBER:GARCIA	390.00
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Total: **\$477.00**

Fund **1450** Total: **\$477.00**

Fund Number: 1470 INTERLOCAL DRUG ENFORCEMENT

10 INTERLOCAL DRUG ENFRCMENGT

PROFESSIONAL SERVICES

847750691	38175	WEST PUBLISHING CORPORATION	02/28/2023	'23JAN:TNT:WEST INFORMATION CHARGES:F	330.30
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COMMUNICATIONS

3607860572-23FEB	1576704	QWEST CENTURYLINK	03/01/2023	'23FEB:TNT:3607860572:HIDTA	175.92
9927949220	1576743	VERIZON WIRELESS MESSAGING SERVICES	03/03/2023	'23FEB:TNT:UC CELL PHONE:HIDTA	50.40

MISCELLANEOUS

23FEB	1576756	SHERIFFS OFFICE	03/03/2023	TNT:BUY UP:23FEB:HIDTA	250.00
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Total: **\$806.62**

Fund **1470** Total: **\$806.62**

Fund Number: 1500 PUBLIC HEALTH & SOCIAL SERVICES

40 PH MATERNAL CHILD HEALTH

MISC-TRGN/CONF REGISTRATION

US239_787_1	38227	REGENTS OF THE UNIVERSITY OF COLORAD	03/01/2023	DANCE FUNDAMENTALS: T VAN DE WARK/S \	640.00
US239_787_1	38227	REGENTS OF THE UNIVERSITY OF COLORAD	03/01/2023	DANCE FUNDAMENTALS: T VAN DE WARK/S \	640.00

Total: **\$1,280.00**

40 PH TUBERCULOSIS/CD

OPERATING LEASES/RENTALS

3064	38248	CAPITAL CLUBHOUSE	03/03/2023	10_2022 RENT SYRINGE EXCHANGE	2,945.00
3066	38248	CAPITAL CLUBHOUSE	03/03/2023	11_2022 RENT SYRINGE EXCHANGE	2,945.00
0307	38248	CAPITAL CLUBHOUSE	03/03/2023	12_2022 RENT SYRINGE EXCHANGE	2,945.00

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 1500 PUBLIC HEALTH & SOCIAL SERVICES

Total: \$8,835.00

40 PH OTHER COMMUNICAB DISEASE

OPERATING LEASES/RENTALS

3064	38248	CAPITAL CLUBHOUSE	03/03/2023	10_2022 RENT SYRINGE EXCHANGE	255.00
3066	38248	CAPITAL CLUBHOUSE	03/03/2023	11_2022 RENT SYRINGE EXCHANGE	255.00
0307	38248	CAPITAL CLUBHOUSE	03/03/2023	12_2022 RENT SYRINGE EXCHANGE	255.00

Total: \$765.00

40 PH CHEMICAL & PHYSICAL HAZA

SUPPLIES

1508-12-22	38233	AZURE SUMMERS GRAPHIC DESIGN	03/01/2023	DESIGN AND PRODUCTION:SPANISH RACK C	485.99
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Total: \$485.99

40 PH GEN HEALTH EDUCATION

PROFESSIONAL SERVICES

2314	1576585	BIG BROTHERS BIG SISTERS OF SW WA	02/27/2023	JAN 2023 CONTRACTED SERVICES	51.23
2314	1576585	BIG BROTHERS BIG SISTERS OF SW WA	02/27/2023	JAN 2023 CONTRACTED SERVICES	211.49
1002301803	1576715	EDUCATIONAL SERVICE DISTRICT 112	03/01/2023	12_2022 TUM_HOPES/BTHAT WEBPAGE UPD.	31.25
1002301803	1576715	EDUCATIONAL SERVICE DISTRICT 112	03/01/2023	12_2022 TUM_HOPES/BTHAT WEBPAGE UPD.	31.25

Total: \$325.22

41 SS MCDD OTHER ACTIVITIES

PROFESSIONAL SERVICES

23.01	38180	COASTAL COMMUNITY ACTION PROGRAM	02/28/2023	JAN_2023 TRANSPORTATION_MASON/THUR	621.25
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Total: \$621.25

41 SS TCDD OTHER ACTIVITIES

PROFESSIONAL SERVICES

23.01	38180	COASTAL COMMUNITY ACTION PROGRAM	02/28/2023	JAN_2023 TRANSPORTATION_MASON/THUR	7,700.00
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Total: \$7,700.00

Fund **1500** Total: **\$20,012.46**

Fund Number: 1720 LONG LAKE-LMD

27 LONG LAKE LMD ADMIN

OPERATING LEASES/RENTALS

5528/5547	1576749	CITY OF LACEY	03/03/2023	MEETING ROOM RENT 11/22,1/26/23	100.00
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Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 1720 LONG LAKE-LMD

Total:	\$100.00
Fund 1720 Total:	\$100.00

Fund Number: 1940 COVID LOCAL FISCAL RECOVERY

03 ARP COVID FIN ASSISTANCE

PROFESSIONAL SERVICES

ARPA-BUSINESS-01312	38161	THURSTON COUNTY ECONOMIC DEVELOPM	02/28/2023	ARPA SUBRECIPIENT AWARD:BUSINESS REL	6,409.42
ARPA-MINORITY-013123	38161	THURSTON COUNTY ECONOMIC DEVELOPM	02/28/2023	ARPA SUBRECIPIENT AWARD:MINORITY BUS	6,620.01
ARPA-MINORITY-013123	38161	THURSTON COUNTY ECONOMIC DEVELOPM	02/28/2023	ARPA SUBRECIPIENT AWARD:MINORITY BUS	7,300.72
ARPA-RESEARCH-01312	38161	THURSTON COUNTY ECONOMIC DEVELOPM	02/28/2023	ARPA SUBRECIPIENT AWARD:RESEARCH/EV.	14,258.64
ARPA-TARGET-013123	38161	THURSTON COUNTY ECONOMIC DEVELOPM	02/28/2023	ARPA SUBRECIPIENT AWARD:TARGET ZONE	5,317.76
2978	38170	UNITED WAY OF THURSTON COUNTY	02/28/2023	ARPA SUBRECIPIENT AWARD	10,386.94

MISCELLANEOUS

ARPA-RESEARCH-01312	38161	THURSTON COUNTY ECONOMIC DEVELOPM	02/28/2023	ARPA SUBRECIPIENT AWARD:RESEARCH/EV.	689.82
Total:					\$50,983.31
Fund 1940 Total:					\$50,983.31

Fund Number: 3010 ROADS CONSTRUCTION IN PROGRESS

34 CIP PRELIMINARY ENGINEERING

PROFESSIONAL SERVICES

459283	1576603	KPFF INC	02/27/2023	TASK 11- STAFF AUGMENTATION FISH PASSC	2,108.18
Total:					\$2,108.18

34 CIP CONSTRUCTION ENGINEERIN

CONSTRUCTION OF CAPITAL ASSETS

61502-04	1576701	ACTIVE CONSTRUCTION INC	03/01/2023	US 12/SARGENT RD RNDABT #61502	478,316.66
Total:					\$478,316.66

34 CIP RIGHT OF WAY ACQUISITN

PROFESSIONAL SERVICES

TH39930	1576692	THURSTON COUNTY TITLE COMPANY	03/01/2023	OWNERS POLICY - NEVILLE	577.07
Total:					\$577.07

34 ROAD CONSTR NON-CAP STUDIES

PROFESSIONAL SERVICES

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 3010 ROADS CONSTRUCTION IN PROGRESS					
34 ROAD CONSTR NON-CAP STUDIES					
PROFESSIONAL SERVICES					
162276	38187	FEHR & PEERS	02/28/2023	TASK 07-TC CONCURRENCY MGMT PLAN	4,882.65
RULMOB-2023-01	38257	THURSTON REGIONAL PLANNING COUNCIL	03/03/2023	TASK 02-ROCHESTER/GRAND MOUND	11,151.50
Total:					\$16,034.15
Fund 3010 Total:					\$497,036.06
Fund Number: 4030 SOLID WASTE					
34 SW WARC MAINTENANCE					
SUPPLIES					
0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	38.97
PROFESSIONAL SERVICES					
INV00416	1576591	THURSTON COUNTY FIRE DIST 3	02/27/2023	INTERGOV FIRE SERVICE 2023	19,086.06
UTILITY SVS-WATER/SEWER/GARBAG					
17509	1576590	CITY OF LACEY	02/27/2023	LOTT ERUS 01/23	1,168.82
Total:					\$20,293.85
34 SW TRANSFER STATION OPERATI					
PROFESSIONAL SERVICES					
165631	1576685	REGIONAL DISPOSAL COMPANY	03/01/2023	WASTE DISPOSAL 1/23	1,559,430.12
UTILITY SVS-WATER/SEWER/GARBAG					
17509	1576590	CITY OF LACEY	02/27/2023	LOTT ERUS 01/23	3,506.44
Total:					\$1,562,936.56
34 SW RECYCLE CENTER OPERATION					
PROFESSIONAL SERVICES					
165631	1576685	REGIONAL DISPOSAL COMPANY	03/01/2023	WASTE DISPOSAL 1/23	3,618.47
Total:					\$3,618.47
34 WARC SCALEHOUSE OPERATIONS					
PROFESSIONAL SERVICES					
14342	1576703	PARADIGM SOFTWARE LLC	03/01/2023	OFFENSES MODULE REMOTE INSTALL	1,449.55
TAXES & OP ASSESSMENTS					
0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	55,425.31

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 4030 SOLID WASTE

Total: \$56,874.86

34 SW RAINIER DROP BOX PROGRAM

PROFESSIONAL SERVICES

165631	1576685	REGIONAL DISPOSAL COMPANY	03/01/2023	WASTE DISPOSAL 1/23	1,539.00
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TAXES & OP ASSESSMENTS

0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	2,024.66
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Total: \$3,563.66

34 SW ROCHESTER DROP BOX PROGR

PROFESSIONAL SERVICES

165631	1576685	REGIONAL DISPOSAL COMPANY	03/01/2023	WASTE DISPOSAL 1/23	1,161.00
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TAXES & OP ASSESSMENTS

0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	1,589.15
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UTILITY SVS-ELECTRIC

S72099-022323	1576686	PUGET SOUND ENERGY INC	03/01/2023	ROCHESTER 02/23	107.51
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Total: \$2,857.66

34 SW HAZO HOUSE SQG

SUPPLIES

5147427902	1576779	CINTAS CORPORATION NO 2	03/03/2023	FIRST AID SUPPLIES	54.84
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TAXES & OP ASSESSMENTS

0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	91.11
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Total: \$145.95

Fund **4030** Total: **\$1,650,291.01**

Fund Number: 4040 SOLID WASTE RESERVE FOR CLOSRE

34 POST CLOSURE LEACHATE SYSTE

UTILITY SVS-WATER/SEWER/GARBAG

17509	1576590	CITY OF LACEY	02/27/2023	LOTT ERUS 01/23	7,012.88
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Total: \$7,012.88

34 POST CLOSURE STORM WATER

SUPPLIES

1-0151852CR	1576699	ONEILL & SONS INC	03/01/2023	DUPLICATE PAYMENT - ENTER AS CREDIT	-64.70
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Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 4040 SOLID WASTE RESERVE FOR CLOSE

Total:	-\$64.70
Fund 4040 Total:	\$6,948.18

Fund Number: 4060 STORM & SURFACE WATER UTILITY

34 SSWU-MAINTENANCE

OPERATING LEASES/RENTALS

6439	1576711 KAUFMAN REAL ESTATE LLC	03/01/2023	RENT 03/23	1,923.00
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UTILITY SVS-WATER/SEWER/GARBAG

6370	38195 KAUFMAN REAL ESTATE LLC	02/28/2023	UTILITY BILLING 01/23	69.81
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Total:	\$1,992.81
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34 SSWU ADMINISTRATION

TAXES & OP ASSESSMENTS

0-031-615-614	5001648 DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	201.79
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Total:	\$201.79
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34 SSW PLANNING/OUTREACH

PROFESSIONAL SERVICES

52885	1576679 HERRERA ENVIRONMENTAL CONSULTANTS I	03/01/2023	WATER COMPREHENSIVE STUDY	5,221.02
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Total:	\$5,221.02
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27 WR WATER PLANNING

PROFESSIONAL SERVICES

1514-01-23 TC	38266 AZURE SUMMERS GRAPHIC DESIGN	03/03/2023	SPRING STREAMTEAM NEWS	629.19
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1754887	38253 LEWIS CNTY PUBLIC HEALTH & SOC SRVCS	03/03/2023	FLOOD WARNING SYSTEM TC SHARE	6,436.50
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OPERATING LEASES/RENTALS

106967351	38229 RICOH	03/01/2023	PRINTER RENT 02/16-03/15/2023	256.33
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Total:	\$7,322.02
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Fund 4060 Total:	\$14,737.64
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Fund Number: 4070 STORM & SURFACE WATER CAPITAL

27 STORMWATER CFP PROJECTS

PROFESSIONAL SERVICES

136974	1576705 AHBL INC	03/01/2023	TASK 06-WOODARD CRK SITE 1 PH2	1,479.13
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Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 4070 STORM & SURFACE WATER CAPITAL

27 STORMWATER CFP PROJECTS

PROFESSIONAL SERVICES

52981	1576679	HERRERA ENVIRONMENTAL CONSULTANTS I	03/01/2023	TASK 8-WSDOT US101 SCHNEIDER CRK	390.98
Total:					\$1,870.11
Fund 4070 Total:					\$1,870.11

Fund Number: 4200 BOSTON HARBOR WATER/SEWER

34 BH SEWER TREATMENT ADMIN

TAXES & OP ASSESSMENTS

0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	524.56
Total:					\$524.56

34 BH WATER PRODUCTION ADMIN

PROFESSIONAL SERVICES

209829	1576696	WATER MANAGEMENT LABORATORIES INC	03/01/2023	LAB TESTING WATER	912.00
TAXES & OP ASSESSMENTS					
0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	780.67
MISCELLANEOUS					
134-000592-033023	1576721	DEPARTMENT OF HEALTH	03/03/2023	2023 WATER SVS PERMIT/CERT	489.39
Total:					\$2,182.06

34 BH SEWER TREATMENT OPERATIO

PROFESSIONAL SERVICES

209824	1576696	WATER MANAGEMENT LABORATORIES INC	03/01/2023	NUTRIENT SAMPLING BH/TM	438.00
Total:					\$438.00
Fund 4200 Total:					\$3,144.62

Fund Number: 4300 TAMOSHAN/BEVERLY BCH SEWER

34 T/BB SEWER TREATMENT ADMIN

TAXES & OP ASSESSMENTS

0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	310.99
Total:					\$310.99

34 T/BB SEWER TREATMENT OPERAT

Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 4300 TAMOSHAN/BEVERLY BCH SEWER

34 T/BB SEWER TREATMENT OPERAT
PROFESSIONAL SERVICES

209824	1576696	WATER MANAGEMENT LABORATORIES INC	03/01/2023	NUTRIENT SAMPLING BH/TM	438.00
Total:					\$438.00
Fund 4300 Total:					\$748.99

Fund Number: 4340 GRAND MOUND SEWER

34 GM SEWER TREATMENT ADMIN
TAXES & OP ASSESSMENTS

0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	4,212.90
Total:					\$4,212.90

34 GM SEWER TREATMENT OPERATIO
SUPPLIES

0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	714.42
U11131-022323	1576686	PUGET SOUND ENERGY INC	03/01/2023	20248 GRAND MOUND	7,363.55
U71254-022323	1576686	PUGET SOUND ENERGY INC	03/01/2023	21019 OLD HWY 99	477.11
U71239-022323	1576686	PUGET SOUND ENERGY INC	03/01/2023	6302 196TH AVE SW	1,582.80
Total:					\$10,137.88

34 GM SEWER COLLECTION OPERATI
SUPPLIES

90276235	38206	AIRVAC INC	02/28/2023	AIR VAC PIT PARTS	5,988.43
Total:					\$5,988.43
Fund 4340 Total:					\$20,339.21

Fund Number: 4350 GRAND MOUND WATER

34 GM WATER PRODUCTION ADMIN
SUPPLIES

16318306	38163	HD FOWLER CO INC	02/28/2023	HYDRANT METER VALVES	570.31
16318302	38163	HD FOWLER CO INC	02/28/2023	METER ENCODER MODULE	282.25
16318307	38163	HD FOWLER CO INC	02/28/2023	METER OCTAVE ENCODER	285.90
16326762	38251	HD FOWLER CO INC	03/03/2023	WATER METER ENCODERS	291.24

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 4350 GRAND MOUND WATER					
34 GM WATER PRODUCTION ADMIN					
SUPPLIES					
16326759	38251	HD FOWLER CO INC	03/03/2023	WATER METER ENCODERS	436.87
246189	38183	NORTHSTAR CHEMICAL INC	02/28/2023	SODIUM HYDROXIDE	1,508.90
TAXES & OP ASSESSMENTS					
0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	8,261.67
UTILITY SVS-ELECTRIC					
U47568-022323	1576686	PUGET SOUND ENERGY INC	03/01/2023	20041 TEA ST	203.40
U95087-022323	1576686	PUGET SOUND ENERGY INC	03/01/2023	5919 IVAN WAY	32.60
MISCELLANEOUS					
134-000592-033023	1576721	DEPARTMENT OF HEALTH	03/03/2023	2023 WATER SVS PERMIT/CERT	747.49
Total:					\$12,620.63
Fund 4350 Total:					\$12,620.63

Fund Number: 4400 TAMOSHAN WATER/SEWER COLLECTN

34 TAMSHN WATER PRODUCTION ADM					
PROFESSIONAL SERVICES					
209829	1576696	WATER MANAGEMENT LABORATORIES INC	03/01/2023	LAB TESTING WATER	456.00
TAXES & OP ASSESSMENTS					
0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	444.03
MISCELLANEOUS					
134-000592-033023	1576721	DEPARTMENT OF HEALTH	03/03/2023	2023 WATER SVS PERMIT/CERT	169.24
Total:					\$1,069.27
Fund 4400 Total:					\$1,069.27

Fund Number: 4410 OLYMPIC VIEW SEWER

34 OV SEWER ADMIN					
TAXES & OP ASSESSMENTS					
0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	53.90
Total:					\$53.90

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund 4410 Total:					\$53.90

Fund Number: 4420 TAMOSHAN RESERVE

34 TAM WATER CFP-CONSTRUCTION

SUPPLIES

16320993	38251	HD FOWLER CO INC	03/03/2023	NETTING, WOOD STAKES	155.51
Total:					\$155.51
Fund 4420 Total:					\$155.51

Fund Number: 4440 GRAND MOUND WASTEWATER CAP RES

34 GM SEWER CFP ADMIN

SUPPLIES

13464244	1576697	HACH COMPANY	03/01/2023	SEWER METER PART 2 MAPLE LANE	2,298.75
13462607	1576697	HACH COMPANY	03/01/2023	SEWER METER PARTS/ MAPLE LANE	2,234.97
TAXES & OP ASSESSMENTS					
0-031-615-614	5001648	DEPT OF REVENUE	02/27/2023	JAN 2023 B&O EXCISE TAX	264.61
Total:					\$4,798.33
Fund 4440 Total:					\$4,798.33

Fund Number: 4520 ENVIRONMENTAL HEALTH

40 PH FOOD

SMALL TOOLS & MINOR EQUIPMENT

281779843001	1576620	ODP BUSINESS SOLUTIONS LLC	02/27/2023	KEYBOARDS/MOUSE	459.84
Total:					\$459.84

40 LABORATORY

SUPPLIES

3123326052	1576610	IDEXX DISTRIBUTION INC	02/27/2023	WAFDB ANTI-FOAM DROPPER BOTTLE	34.14
3122092302	1576610	IDEXX DISTRIBUTION INC	02/27/2023	WQT2K QUANTI-TRAY 2000	847.11
3122548924	1576610	IDEXX DISTRIBUTION INC	02/27/2023	WV 120BST-200,VESSELS W/ST AND SB	344.97
Total:					\$1,226.22
Fund 4520 Total:					\$1,686.06

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 5210 CENTRAL SERVICES/FACILITIES					
CENTRAL SERVICES/FACILITIES					
MACHINE/EQUIP-LEASE PAY CURRNT					
SH549483	38181	SHARP ELECTRONICS CORPORATION	02/28/2023	PMT 53 - F5403	157.03
Total:					\$157.03
25 CENTRAL SVS ADMIN					
SUPPLIES					
005246298	1576588	RICHARDSON BOTTLING CO	02/27/2023	23FEB:DRINKING WATER:CENTRAL SERVICE	2.98
005246298	1576588	RICHARDSON BOTTLING CO	02/27/2023	23FEB:DRINKING WATER:CENTRAL SERVICE	9.44
OPERATING LEASES/RENTALS					
005246298	1576588	RICHARDSON BOTTLING CO	02/27/2023	23FEB:DRINKING WATER:CENTRAL SERVICE	2.19
Total:					\$14.61
25 CENTRAL SVS MAIL					
COMMUNICATIONS					
022123	1576623	UNITED STATES POSTAL SERVICE USPS	02/27/2023	USPS ACCOUNT	150.00
OPERATING LEASES/RENTALS					
INV139260	1576580	CAPITAL BUSINESS MACHINES INC	02/27/2023	11502 MAILROOM COPY CHARGES	32.81
Total:					\$182.81
25 CENTRAL SVS RECORDS					
OPERATING LEASES/RENTALS					
03/23RENT	38218	EVERGREEN OLYMPIC PROPERTIES INC	03/01/2023	03/23 RENT RECORDS CENTER	5,966.50
INV05465795	38240	QUENCH USA INC	03/01/2023	03/23 PRF, RECORDS, 2500 BLDG	76.61
Total:					\$6,043.11
25 FACILITIES M & O					
SUPPLIES					
JAN23ERRCSITUSETAX	5001651	DEPT OF REVENUE	02/28/2023	JAN 2023 ERR CS IT USE TAX	114.76
PROFESSIONAL SERVICES					
48485	1576604	BACKFLO PROS INC	02/27/2023	BACKFLOW TESTING	220.00
48485	1576604	BACKFLO PROS INC	02/27/2023	BACKFLOW TESTING	220.00
48485	1576604	BACKFLO PROS INC	02/27/2023	BACKFLOW TESTING	285.00
48485	1576604	BACKFLO PROS INC	02/27/2023	BACKFLOW TESTING	350.00
48485	1576604	BACKFLO PROS INC	02/27/2023	BACKFLOW TESTING	610.00
CD50280880	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 BLDG 7 MONTHLY MAINT	424.55
CD50280882	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 MOTTMAN MONTLY MAINT	299.19

Thurston County Washington
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Fund Number: 5210 CENTRAL SERVICES/FACILITIES					
25 FACILITIES M & O					
PROFESSIONAL SERVICES					
CD50280882	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 MOTTMAN MONTHLY MAINT	299.20
CD50280882	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 MOTTMAN MONTHLY MAINT	299.20
6003146608	38158	STANLEY CONVERGENT SECURITY Solutio	02/28/2023	1500 MAINT/MONITORING WORK RELEASE	98.43
6003146319	38158	STANLEY CONVERGENT SECURITY Solutio	02/28/2023	3848/3951 MAINT/MONITORING COURTHOUS	88.86
6003146319	38158	STANLEY CONVERGENT SECURITY Solutio	02/28/2023	3848/3951 MAINT/MONITORING COURTHOUS	102.09
6003139690	38247	STANLEY CONVERGENT SECURITY Solutio	03/03/2023	5195/5281/5416/1448 MAINT MONITORING TIL	492.15
6003145917	38158	STANLEY CONVERGENT SECURITY Solutio	02/28/2023	6217 MAINT/MONITIROING EMS	102.09
56443	1576693	VENABLES INC	03/01/2023	PEST CONTROL COURTHOUSE	410.63
PROF SVS-CONTRACTOR SVS					
CD50280877	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 4,5,G & J LOT MONTHLY MAINT	1,175.16
CD50280879	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 BLDG 6 MONTHLY MAINT	697.09
CD50280881	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 CORONER MONTHLY MAINT	783.58
CD50280878	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 COURTHOUSE MONTHLY MAINT	2,443.83
CD50280876	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 EMS MONTHLY MAINT	1,181.58
CD50280883	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 TCCF & FJC MONTHLY MAINT	1,748.79
CD50280883	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 TCCF & FJC MONTHLY MAINT	1,748.80
CD50280875	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/23 TILLEY MONTHLY MAINT	2,522.30
CD50280874	38264	MONARCH LANDSCAPE HOLDINGS LLC	03/03/2023	03/32 PHSS MONTHLY MAINT	1,012.44
OPERATING LEASES/RENTALS					
INV05465795	38240	QUENCH USA INC	03/01/2023	03/23 PRF, RECORDS, 2500 BLDG	76.61
MISCELLANEOUS					
SH549483	38181	SHARP ELECTRONICS CORPORATION	02/28/2023	PMT 53 - F5403	0.91
INTEREST-LONG TERM EXT DEBT					
SH549483	38181	SHARP ELECTRONICS CORPORATION	02/28/2023	PMT 53 - F5403	8.05
Total:					\$17,815.29
25 FACILITIES CUSTODIAL					
PROFESSIONAL SERVICES					
40SAJKJG02AN	38238	SEALX LLC	03/01/2023	02/23 JANITORIAL SERVICES	6,032.00
PROF SVS-CONTRACTOR SVS					
40SAJKJG02AN	38238	SEALX LLC	03/01/2023	02/23 JANITORIAL SERVICES	41,341.74
Total:					\$47,373.74
25 FACILITIES LEASES					

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Fund Number: 5210 CENTRAL SERVICES/FACILITIES

25 FACILITIES LEASES

OPERATING LEASES/RENTALS

TCC 23-03	38267	DM VENTURES EVERGREEN LLC	03/03/2023	03/23 RENT CHANDLER COURT	48,723.75
TC 23-03	38269	DM VENTURES PACIFIC LLC	03/03/2023	03/23 RENT ATRIUM	199,874.83
03/23RENT	38262	J-4 ASSOCIATES	03/03/2023	03/23 RENT SHERIFF NEW MARKET	20,188.75
Total:					\$268,787.33

25 FACILITIES UTILITIES

TAXES & OP ASSESSMENTS

INV00415	1576591	THURSTON COUNTY FIRE DIST 3	02/27/2023	5501/5505 32ND CT SE - FIRE SERVICES 2023	1,256.98
Total:					\$1,256.98
Fund 5210 Total:					\$341,630.90

Fund Number: 5240 LARGE SYSTEM REPLACEMENT RESRV

LARGE SYSTEM REPLACEMENT RESER

PREPAYMENTS-CURRENT

2301TU1	1576622	AVOCETTE TECHNOLOGIES INC	02/27/2023	ACCELA LIC. 1/31/23-1/30/24 PERMIT SOFTW/	17,767.52
Total:					\$17,767.52

25 LG SYSTEM REPLACEM - ADMIN

PROFESSIONAL SERVICES

2301TU1	1576622	AVOCETTE TECHNOLOGIES INC	02/27/2023	ACCELA LIC. 1/31/23-1/30/24 PERMIT SOFTW/	195,442.78
JAN23ERRCSITUSETAX	5001651	DEPT OF REVENUE	02/28/2023	JAN 2023 ERR CS IT USE TAX	4,370.00
13581	38203	INTERPERSONALFREQUENCY LLC	02/28/2023	ADD LIVECHAT FOR DISTRICT COURT CO#4	2,040.00
13574	38270	INTERPERSONALFREQUENCY LLC	03/03/2023	WEBSITE MILESTONE 10&11 COMPLETE	66,088.00
SIN001377	38204	TRAPEZE SOFTWARE GROUP INC	02/28/2023	ASSETWORKS SYSTEM CONFIG AND TRAINII	34,224.59

MACHINERY & EQUIPMENT

SIN001377	38204	TRAPEZE SOFTWARE GROUP INC	02/28/2023	ASSETWORKS SYSTEM CONFIG AND TRAINII	40,320.02
Total:					\$342,485.39
Fund 5240 Total:					\$360,252.91

Fund Number: 5250 INFORMATION TECHNOLOG OPERATIONS

INFORMATION TECHNOLOGY OPERATI

SALES TAX PAYABLE

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Fund Number: 5250 INFORMATION TECHNOLOG OPERATIONS

INFORMATION TECHNOLOGY OPERATI

SALES TAX PAYABLE

JAN23ERRCSITUSETAX 5001651 DEPT OF REVENUE

02/28/2023 JAN 2023 ERR CS IT USE TAX 8.25

Total: **\$8.25**

38 IT SERVICES

SUPPLIES

23005 38241 CXM SOLUTIONS

03/01/2023 QMATIC TICKETS 480.81

OPERATING LEASES/RENTALS

INV05465795 38240 QUENCH USA INC

03/01/2023 03/23 PRF, RECORDS, 2500 BLDG 76.61

REPAIRS & MAINTENANCE

11881 38200 JUST APPRAISED INC
100617206 38268 ORACLE AMERICA INC
IN591833 1576602 SOLARWINDS INC

02/28/2023 JUST APPROVED DEEDS SUPSCRIPTION 47,250.00
03/03/2023 ORACLE CLOUD SERVICE 11/27/22-02/26/23 99,769.05
02/27/2023 SOLARWIND MAINTENANCE 285.53

Total: **\$147,862.00**

Fund **5250** Total: **\$147,870.25**

Fund Number: 5260 INFORMATION TECHNOLOG RESERVES

38 PC RESERVE

SMALL TOOLS & MINOR EQUIPMENT

10652336350 1576698 DELL MARKETING LP
665190 38255 TRI-TEC COMMUNICATIONS INC

03/01/2023 DISTRICT COURT CARE COORDINATOR 2,047.84
03/03/2023 NEW CARE COORD-ZACHARY ZEBRUCK 396.46

Total: **\$2,444.30**

38 IT INFRASTRUCTURE RESERVE

SMALL TOOLS & MINOR EQUIPMENT

10651995297 1576757 DELL MARKETING LP
9991 1576707 XIOLOGIX LLC

03/03/2023 MONITORS FOR COURTROOM OF THE FUTU 2,438.65
03/01/2023 FORTINET INDOOR WIRELESS UNIVERSAL AI 20,883.02

Total: **\$23,321.67**

Fund **5260** Total: **\$25,765.97**

Fund Number: 5410 ER&R-MAINTENANCE

ER&R-MAINTENANCE

SALES TAX PAYABLE

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Fund Number: 5410 ER&R-MAINTENANCE

ER&R-MAINTENANCE

SALES TAX PAYABLE

JAN23ERRCSITUSETAX 5001651 DEPT OF REVENUE

02/28/2023 JAN 2023 ERR CS IT USE TAX

34.99

Total:

\$34.99

25 ER&R MAINT CENTRAL STORES

ITEMS PURCHASED FOR RESALE

INV11825	38228	ACTUS MANUFACTURING INC	03/01/2023	BRICK LOCKS	254.18
I125811	38222	AUTO GLASS PROFESSIONALS LLC	03/01/2023	WINDSHIELD	385.97
00109435	38168	BEN KO MATIC CO	02/28/2023	9596 COUPLER	1,947.70
0410517-IN	38205	CHRISTENSEN INC	02/28/2023	STOCK OIL 15W40 & SPIRAX S4	2,492.80
0410516-IN	38205	CHRISTENSEN INC	02/28/2023	STOCK OIL 5W20 5W30 & 0W20	3,097.75
37738	1576762	CONSTRUCTION PARTS LLC	03/03/2023	BROOMS	2,902.49
JAN23ERRCSITUSETAX 5001651	DEPT OF REVENUE		02/28/2023	JAN 2023 ERR CS IT USE TAX	130.65
0235518-IN	38232	DIAMOND MOWERS LLC	03/01/2023	STOCK	698.72
56822	38234	HUNTER INDUSTRIAL CORPORATION	03/01/2023	STEEL	632.67
15216H	38239	JACKSON GROUP PETERBILT INC	03/01/2023	9596 BELT	184.42
14782H	38239	JACKSON GROUP PETERBILT INC	03/01/2023	HARNESS	70.38
CM15095H	38239	JACKSON GROUP PETERBILT INC	03/01/2023	LATCH CREDIT	-34.49
15095H	38239	JACKSON GROUP PETERBILT INC	03/01/2023	LATCH CREDIT	34.49
15262H	38239	JACKSON GROUP PETERBILT INC	03/01/2023	VALVE AND CORE	538.90
12844	1576682	KENT D BRUCE	03/01/2023	STOCK SHARK FIN ANTENNAS	1,251.79
0266474	38166	MCLOUGHLIN & EARDLEY INC	02/28/2023	SHERIFF JET SKI LIGHTS	561.26
0266474	38166	MCLOUGHLIN & EARDLEY INC	02/28/2023	SHERIFF JET SKI LIGHTS	1,199.05
323921	1576771	MULLINAX FORD OF OLYMPIA LLC	03/03/2023	8998 CIRCUIT	63.54
324003	1576771	MULLINAX FORD OF OLYMPIA LLC	03/03/2023	9085 3RD BRAKE LIGHT	171.94
324833	1576771	MULLINAX FORD OF OLYMPIA LLC	03/03/2023	9364 LUG NUTS & STUDS	111.78
324870	1576706	MULLINAX FORD OF OLYMPIA LLC	03/01/2023	9379 INJ O-RING	16.09
324881	1576706	MULLINAX FORD OF OLYMPIA LLC	03/01/2023	9379 INJ O-RING	16.09
323864	1576706	MULLINAX FORD OF OLYMPIA LLC	03/01/2023	9379 SENSORS GASKETS	206.99
CHCS0406011	38169	NC MACHINERY CO	02/28/2023	FILTER	22.24
14139143	38252	PAPE MACHINERY INC	03/03/2023	9471,9472,9470,9551 WHEELS	1,005.69
14139143	38252	PAPE MACHINERY INC	03/03/2023	9471,9472,9470,9551 WHEELS	1,005.70
14139143	38252	PAPE MACHINERY INC	03/03/2023	9471,9472,9470,9551 WHEELS	1,005.70
14139143	38252	PAPE MACHINERY INC	03/03/2023	9471,9472,9470,9551 WHEELS	1,005.70
14224711	38171	PAPE MACHINERY INC	02/28/2023	FILTER	42.44
14197626	38171	PAPE MACHINERY INC	02/28/2023	JOYSTICK	914.89
14190205	38171	PAPE MACHINERY INC	02/28/2023	STOCK FILTERS	272.84

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 5410 ER&R-MAINTENANCE					
25 ER&R MAINT CENTRAL STORES					
ITEMS PURCHASED FOR RESALE					
14182229	38171	PAPE MACHINERY INC	02/28/2023	STOCK FILTERS	273.59
2210710	38202	PAPE TRUCKS INC	02/28/2023	REPAIR	1,491.10
146676	38173	STANDARD PARTS CORP	02/28/2023	9086 FLOOR LINERS	120.88
146932	38173	STANDARD PARTS CORP	02/28/2023	9112 BRAKES	163.71
141261	38173	STANDARD PARTS CORP	02/28/2023	9237 FILTERS	72.98
141133	38173	STANDARD PARTS CORP	02/28/2023	9505 SWITCH	87.42
147522	38173	STANDARD PARTS CORP	02/28/2023	BRAKE FLUID	89.32
140684	38173	STANDARD PARTS CORP	02/28/2023	BREATHER	66.09
147448	38173	STANDARD PARTS CORP	02/28/2023	FILTERS	53.65
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-148.24
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-39.57
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-25.45
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-23.40
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-20.52
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-20.04
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-18.65
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-15.62
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-15.05
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-14.64
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-10.90
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-8.24
147554	38225	STANDARD PARTS CORP	03/01/2023	SPARK PLUG	5.56
147556	38225	STANDARD PARTS CORP	03/01/2023	SPARK PLUG	5.70
148392	38254	STANDARD PARTS CORP	03/03/2023	STOCK DE-ICER	61.18
147565	38225	STANDARD PARTS CORP	03/01/2023	TRI FLOW	97.42
9400014418	1576754	TESSCO INCORPORATED	03/03/2023	STOCK CELL BOOSTERS	2,997.06
2642588	1576597	TITUS WILL CHEVROLET OLDSMOBILE CADIL	02/27/2023	8891 DOOR HANDLE	68.93
RESALE-TIRES					
1111029	1576589	CENTRALIA OK TIRE INC	02/27/2023	TIRES	1,236.52
RESALE-FUEL					
1122267509	1576741	FERRELLGAS	03/03/2023	AUTOGAS	632.22
RESALE-OUTSIDE LABOR					
1125811	38222	AUTO GLASS PROFESSIONALS LLC	03/01/2023	WINDSHIELD	252.94
1111029	1576589	CENTRALIA OK TIRE INC	02/27/2023	TIRES	147.00
CHWO0105016	38169	NC MACHINERY CO	02/28/2023	WIRING	40.74

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 5410 ER&R-MAINTENANCE

25 ER&R MAINT CENTRAL STORES

RESALE-OUTSIDE LABOR

CHWO0105016	38169	NC MACHINERY CO	02/28/2023	WIRING	698.43
2210710	38202	PAPE TRUCKS INC	02/28/2023	REPAIR	545.24

RESALE-NON VEHICLE PARTS

9568367479	1576691	WW GRAINGER INC	03/01/2023	STOCK ORDER	7.33
9568367479	1576691	WW GRAINGER INC	03/01/2023	STOCK ORDER	8.32
9568367479	1576691	WW GRAINGER INC	03/01/2023	STOCK ORDER	14.57
9568367479	1576691	WW GRAINGER INC	03/01/2023	STOCK ORDER	74.83
9568367479	1576691	WW GRAINGER INC	03/01/2023	STOCK ORDER	87.35

RESALE-INVENTORY/MISC

T180934	1576680	INDUSTRIAL HYDRAULICS	03/01/2023	SUPPLIES O-RING KIT	32.80
427093	38221	LINCOLN CREEK LUMBER CO	03/01/2023	SUPPLIES	44.41
146932	38173	STANDARD PARTS CORP	02/28/2023	9112 BRAKES	77.93
148100	38173	STANDARD PARTS CORP	02/28/2023	SUPPLIES	23.48
148417	38173	STANDARD PARTS CORP	02/28/2023	SUPPLIES CONNECTOR	12.87
146749	38173	STANDARD PARTS CORP	02/28/2023	SUPPLIES ELECTRICAL TAPE	40.15

PROFESSIONAL SERVICES

I125943	38222	AUTO GLASS PROFESSIONALS LLC	03/01/2023	CHIP REPAIR	32.80
2432631	1576783	LTR INTERMEDIATE HOLDINGS INC	03/03/2023	USED TIRE PICK UP	456.50
SI580536	38189	ZONAR SYSTEMS INC	02/28/2023	ZONAR TELEMATICS FEB 2023	1,739.33

Total: **\$33,710.39**

25 ER&R MAINT MECHANICAL SHOP

FUEL CONSUMED

1122332491	1576581	FERRELLGAS	02/27/2023	PROPANE HEAT	106.62
1122417852	1576581	FERRELLGAS	02/27/2023	PROPANE HEAT	205.04
1122386102	1576581	FERRELLGAS	02/27/2023	PROPANE HEAT	383.11
1122300151	1576678	FERRELLGAS	03/01/2023	PROPANE/HEAT	397.82

SMALL TOOLS & MINOR EQUIPMENT

129742	1576586	BRETT CAHILL	02/27/2023	TOOLS	37.82
129741	1576586	BRETT CAHILL	02/27/2023	TOOLS	199.97
325012	1576771	MULLINAX FORD OF OLYMPIA LLC	03/03/2023	TOOLS TPMS TRANSPONDER	27.35
144814	38173	STANDARD PARTS CORP	02/28/2023	APPLICATOR GUN	111.75
142200	38173	STANDARD PARTS CORP	02/28/2023	RETURNS	-32.39

Total: **\$1,437.09**

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 5410 ER&R-MAINTENANCE

25 ER&R MAINT WARRANTY WORK

PROF SVS-WARRANTY WORK

2301	38193	CASCOR INC	02/28/2023	WARRANTY PROCESSING	48.28
2301	38193	CASCOR INC	02/28/2023	WARRANTY PROCESSING	48.28
2301	38193	CASCOR INC	02/28/2023	WARRANTY PROCESSING	62.10
2301	38193	CASCOR INC	02/28/2023	WARRANTY PROCESSING	66.54
2301	38193	CASCOR INC	02/28/2023	WARRANTY PROCESSING	75.56

Total: **\$300.76**

Fund **5410** Total: **\$35,483.23**

Fund Number: 5420 ER&R-REPLACEMENT

ER&R-REPLACEMENT

SALES TAX PAYABLE

JAN23ERRCSITUSETAX 5001651	DEPT OF REVENUE	02/28/2023	JAN 2023 ERR CS IT USE TAX	23.50
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Total: **\$23.50**

25 ER&R REPL SHERIFF

G/L ON DISP OF CAP ASSET-PROP

JAN23ERRCSITUSETAX 5001651	DEPT OF REVENUE	02/28/2023	JAN 2023 ERR CS IT USE TAX	0.29
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Total: **\$0.29**

Fund **5420** Total: **\$23.79**

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Report Grand Total:					\$4,144,396.04

We, the undersigned Commissioners of Thurston County, Washington, do hereby certify under penalty of perjury, that the materials have been furnished, the service rendered or the labor performed as described, and that the claims are just, due and unpaid obligations against the County (RCW 42.24.080) and that claims as listed are submitted for approval in the amount of **\$4,144,396.04**

Approved for Payment the _____ day of _____, _____

Chair: _____

Vice-Chair: _____

Commissioner: _____

Financial Services Manager: _____



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/23/2023

Agenda Item #:

Created by: Shari Soma, Senior Office Assistant - Central Services - 360-754-4648

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Tony Schall, Capital Project Manager I - Central Services - 360-239-4511**

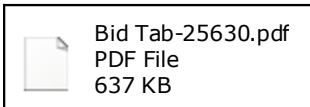
Item Title:

Contract Award for PHSS Water Lab Relocation, Project #25630

Action Needed:

Class of Item:

List of Exhibits



Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to award a contract for Public Health & Social Services Water Lab Relocation, Project #25630, to Christensen Inc General Contractor in the amount of \$649,000 and authorize the Assistant County Manager to execute the contract and amendments, due to unforeseen conditions only, that do not exceed 10%.

Item Description:

On March 06, 2023, a total of seven (7) bids were received to construct the Public Health & Social Services Water Lab, Project #25630. These bids were received in response to a Call for Sealed Bids advertised in The Olympian, The Seattle Daily Journal of Commerce and posted on the Builder's Exchange of Washington website. The low bid was received from Christensen Inc General Contractor with a bid of \$649,000.

This project is to construct a new water testing lab at the Thurston County Public Health and Social Services building located at 412 Lilly Rd NE, Olympia, WA.

County has relocated staff from existing locations to leased space at 3000 Pacific Ave SE. Due to code and standards compliance issues, PHSS water testing lab cannot be relocated to 3000 Pacific Ave SE facility. It has been determined that lab will be relocated to existing 412 Lilly Rd PHSS facility.

Due to code changes since lab was established in Bldg. 1, a complete redesign has been required to ensure compliance and operational efficiency.

This project is in the 2023 Central Services budget, the 2023-2028 Capital Improvement Plan, and is in alignment with the County's Strategic Plan, Initiative Number 16: Provide safe, secure, accessible, and functional facilities to effectively house County services and the associated workforce.

Central Services will communicate with affected stakeholders regarding scheduled work. Stakeholders are staff working in the facility and will be primarily in email form, and other methods as appropriate.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐
Date Submitted: 3/9/2023

Engineer's Estimate: \$790,000 to \$870,000

Thurston County Central Services Department
3000 Pacific Avenue SE, Olympia, WA 98501, Telephone (360) 786-5497
BID TABULATION SHEET

PROJECT NAME: PHSS Water Lab Relocation
PROJECT MANAGER: Tony Schall
BID DUE TIME/DATE: 1:00pm, March 6, 2023

PROJECT NUMBER: 25630
OF ADDENDA ISSUED: 1
BID OPENING LOCATION: Board Room, Suite 110

Contractor Business Name, City PLEASE PRINT	Bid Guarantee Received	Addenda Received	Bid Signed	Base Bid Amount
FIVE RIVERS, LONGVIEW, WA	✓	✓	✓	\$ 804,700.00
JA MORRIS, OLYMPIA, WA	✓	✓	✓	\$ 624,000.00 *
OAK HILLS, MILTON, WA	✓	✓	✓	\$ 736,000.00
BERSCHAUER CONSTRUCTION, OLYMPIA, WA	✓	✓	✓	\$ 789,000.00
CHRISTIANSON INC, TUMWATER, WA	✓	✓	✓	\$ 649,000.00
LEWIS CUTLER CONST OLYMPIA, WA	✓	✓	✓	\$ 775,700.00
JONES AND ROBERTS, OLYMPIA, WA	✓	✓	✓	\$ 739,000.00

 3/6/23
Clerk of the Board Date



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/15/2023

Agenda Item #:

Created by: Jennica Machado, Economic Development Manager - Commissioners - 360-709-3005

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Jennica Machado, Economic Development Manager - Commissioners - 360-709-3005**

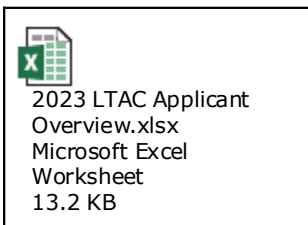
Item Title:

2023 Lodging Tax Award Recommendations

Action Needed:

Class of Item:

List of Exhibits



Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve the 2023 Lodging Tax Award recommendations from the Lodging Tax Award Committee.

Item Description:

The Lodging Tax Award Committee met twice in January and February of 2023 to review the 2023 lodging tax award applications. The 2023 award cycle has \$100,000 available to distribute to qualifying applicants. LTAC received fifteen applications in total, with over \$200,000 in requested funds. LTAC has recommended a breakdown in the attached exhibit to distribute \$100,000 to fourteen applicants.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 2/15/2023

Thurston County Lodging Tax Advisory Committee				
Applicant	Project	Project Summary	Total Requested	Total LTAC Recommendation
Hands on Children's Museum	Out of Town Marketing	Funding proposed to help support Hand on Children's Museum's advertising in out-of-town markets. Overall attendance projected at 315,000 people.	\$ 17,500.00	\$ 10,000.00
Yelm Chamber of Commerce	Nisqually Valley Barbeque	Family focused event with live music, children's activities, live performances, amateur barbeque competition, food vendors, business vendors, a beer garden, pie eating contest, and more. Projected attendance of 10,000+ people	\$ 10,000.00	\$ 5,000.00
Team-Tomorrow, LLC.	South Sound Block Party	Two day music festival held at the Port of Olympia's Northpoint. Projected attendance of 2,500 people a day.	\$ 25,000.00	\$ 10,000.00
Olympia Downtown Alliance	Summer Fest	A 3 day event from June 23-25 that includes live music, street performers, kids activities, interactive art, a biergarten, and makers market. Projected attendance of 1,500-2,500 people per day.	\$ 30,000.00	\$ 10,000.00
Olympia Flight Museum	Olympic Air Show	Requested funds for printing promotional materials and performer expenses for air show. Estimated attendance of 12,200 people.	\$ 7,500.00	\$ 7,500.00
Rochester Citizens Group	Swede Day- Midsummer Festival	Event held June 17th that will include a parade through Rochester. At Swede Hall food and local crafts along with family/cultural/educational activities. Estimated attendance of 2,000-2,200 people.	\$ 7,000.00	\$ 3,500.00
Thurston County Fairgrounds and Event Center	Fairgrounds and Event Center	The funds would be used to supplement expenditures related to the annual Fair Event, and Thurston County Fairgrounds & Event Center year-round. Estimated overall attendance at the facility is 54,960 people.	\$ 30,000.00	\$ 25,000.00
Washington Center for the Performing Arts	Year-round facility	Funds proposed to support marketing expenses, including but not limited to: out of region print advertising, website development, and social media advertising. An estimated 85,000 people attend facility.	\$ 15,000.00	\$ 3,000.00
Tenino Young at Heart	Junchback of Notre Dame	Theater performance event with estimated overall attendance at 1,200 people.	\$ 5,000.00	\$ 1,000.00
Washington State University Extension	Southwest Washington Grazing School	An on-farm educational program marketed to the general public. Out of county attendees are expected to attend from among 19 other counties in western Washington. Overall estimate of attendance is 30 people.	\$ 1,867.00	\$ 1,500.00

Tenino Area Chamber of Commerce	Marketing of Tenino Events & Attractions, Oregon Trail Days	Funding proposed to support Experience Tenino Tourism Marketing campaign to attract visitors to Tenino to experience the business, attractions and events of the greater Tenino area. Additionally funds will support Oregon Trail Days. Overall attendance projected at 32,500 people	\$ 6,000.00	\$ 3,000.00
City of Tenino	Music In The Park	The proposed event is Music in the Park, a series of events over 6 weekends. Music groups will be hired to perform. Overall attendance projected at 6,000 people.	\$ 10,000.00	\$ 3,000.00
South Thurston County Historical Society	Tenino Depot Museum	STCHS is seeking funds to pay a part-time docent to open the Museum on Saturdays and Sundays year-round. Overall attendance projected at 6,000+ visitors.	\$ 9,360.00	\$ -
South Sound Maritime Heritage Association	Olympia Harbor Days Festival	Labor Day Weekend maritime festival. Funds proposed to support event support/logistics, advertising/promotion, and vessels. Overall attendance projected at 65,000+ people.	\$ 20,000.00	\$ 10,000.00
Washington State Senior Games	Washington State Senior Games	A sports competition earmakered for "senior" men and women. Funds proposed to support venue rental/fees, expenses for officials and judges, advertising/promotion, event guides, posters/signs, and medals/shirts for participants. Overall attendance projected at 2,000 people.	\$ 7,500.00	\$ 7,500.00
		Total Grant Requested:	\$ 201,727.00	\$ 100,000.00
		Projected Fund Balance:	\$100,000.00	
		Total Recommended Funding from the LTAC:		\$ 100,000.00



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/6/2023

Agenda Item #:

Created by: Ashley Arai, Agriculture Community Program Manager - Community Planning and Economic Development - 360-786-5476

Creator = Presenter? ☐ Yes ☐ No Is this a presentation by more than one person? ☐

Presenter: **Ashley Arai, Agriculture Community Program Manager - Community Planning and Economic Development - 360-786-5476**

Item Title:

Final Action for Development Code Docket Item A-18 Agricultural Activities - Critical Areas Update

Action Needed:

Class of Item:

List of Exhibits



A-18 - Draft Ordinance
and Code - Final
(TBsign).pdf
PDF File
364 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

☐ PAO ☐ FinSvcs ☐ HR

☐ Budget Office ☐ CAO ☐ Other

Notes:

Approved 1/27/23

Budget Effect Summary? ☐

Recommended Action:

Move to approve Development Code Docket Item A-18, Agricultural Activities Critical Areas Update, which amends Thurston County Code, Chapter 17.15 and Title 24.

Item Description:

Following the public hearing held on February 28, 2023, the BoCC has the option to take a final action.

Background

The Agricultural Activities Critical Areas Code Amendment (2022-2023 Official Development Code Docket Item A-18) is a County-initiated amendment. The proposal considers amendments to Thurston County Code (TCC) Chapter 17.15, Agricultural Activities Critical Areas, and TCC Title 24 Critical Areas Ordinance (CAO) to integrate with the County's approved Voluntary Stewardship Program (VSP) Work Plan and establish a conservation planning option for any new agricultural activities and facilities not covered by the Work Plan. This proposal is comprised of one (1) chapter that would be repealed and replaced and one Title that would be amended, including updated definitions and references and revisions to use tables. This amendment would apply to all properties within unincorporated Thurston County and urban growth areas.

Planning Commission Review

- The Planning Commission reviewed this item at two work sessions on July 20, 2022 and October 5, 2022.
- A public hearing was held before the Planning Commission on November 2, 2022 to accept public testimony.
- Following the public hearing, the Planning Commission voted (9-0) to recommend approval of the Agricultural Activities Critical Areas Update
- No written comments were received during the Planning Commission review process.

BOCC Review

- The BoCC was briefed on January 11, 2023 at which time the BoCC directed staff to bring forward an AIS to request a public hearing on the Planning Commission recommendation.
- On January 31, 2023, BoCC directed staff to schedule a public hearing for February 28, 2023 at 3:30 p.m.
- Community Planning provided noticing for the hearing through a legal notice on February 2, a webmail on February 5, and a press release on February 21, 2023.
- On February 28, 2023 a public hearing was held.

State Notice & SEPA

- A 60-day notice of proposed adoption was provided to the Washington State Department of Commerce on October 17, 2022.
- A SEPA Determination of Non-Significance was issued on this proposal on November 18, 2022.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/7/2023

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO AGRICULTURAL ACTIVITIES
CRITICAL AREAS, REPEALING AND REPLACING THURSTON
COUNTY CODE (TCC) CHAPTER 17.15, AND AMENDING TCC TITLE
24 TO UPDATE DEFINITIONS AND REFERENCES, AND REVISE USE
TABLES.**

WHEREAS, Thurston County is required to plan under Chapter 36.70A RCW, the Growth Management Act (GMA), which contains fourteen goals intended to guide development and adoption of comprehensive plans and development regulations, which relate to urban growth, rural development, reduced sprawl, transportation, housing, economic development, property rights, permits, natural resource industries, open space, recreation, the environment, citizen participation and coordination, public facilities and services, and historic preservation; and

WHEREAS, RCW 36.70A.170 requires Thurston County to designate critical areas and

WHEREAS, RCW 36.70A.060 requires Thurston County to adopt development regulations to protect designated critical areas; and

WHEREAS, according to RCW 36.70A.030 critical areas include wetlands, critical aquifer recharge areas, fish and wildlife habitat conservation areas, frequently flooded areas, and geologically hazardous areas; and

WHEREAS, RCW 36.70A.172 requires Thurston County to use the best available science when developing policies and development regulations to protect the functions and values of critical areas; and

WHEREAS, the Washington State Legislature through Engrossed Substitute House Bill 1886 amended chapter 36.70A RCW to add a Voluntary Stewardship Program (VSP) (RCW 36.70A.700 through 36.70A.760) for the protection of critical areas in relation to agricultural uses; and

WHEREAS, Thurston County enrolled all five water resource inventory areas (WRIAs 11, 13, 14, and 22/23) in Thurston County into the VSP Program on January 12, 2012; and

WHEREAS, the Washington State Conservation Commission approved the Thurston County VSP Work Plan on April 20, 2017; and

WHEREAS, the Washington State Department of Commerce recommends updating critical areas ordinance provisions to integrate with VSP and address any agricultural uses not covered under the VSP Work Plan; and

WHEREAS, the Washington State Department of Commerce's Critical Areas Handbook documents Conservation Plans as a way to help agricultural operators maintain productive and

economically viable agricultural land while protecting and enhancing the functions and values of critical areas and water quality using best available science and effective mitigation measures; and

WHEREAS, Thurston County has performed professional review, provided public notice, and received public comment with respect to these development code amendments; and

WHEREAS, the GMA requires development regulations to demonstrate and uphold the concepts of internal consistency, conformity, and concurrency; and

WHEREAS, Thurston County-wide Planning Policy 10.1 states that the County will recognize our dependence on natural systems and maintain a balance between human uses and the natural environment and Policy 10.2 states that the County will establish a pattern of intensity that is in concert with the ability of land and resources to sustain such use, reduce the effects of the built environment on the natural environment, conserve natural resources, and enable continued resource use; and

WHEREAS, pursuant to RCW 36.70A.130, development regulations shall be subject to continuing review and evaluation by the county; and

WHEREAS, the Thurston County Planning Commission has reviewed, held a public hearing and made a unanimous recommendation of approval on November 2, 2022 on the amendments to TCC Chapter 17.15, Agricultural Activities Critical Areas and TCC Title 24, Critical Areas Ordinance in rural Thurston County and urban growth areas; and

WHEREAS, pursuant to RCW 36.70A.106, a notice of intent to adopt was sent to the Washington State Department of Commerce on October 17, 2022; and

WHEREAS, pursuant to the State Environmental Policy Act (SEPA) and WAC 197-11, a non-project Determination of “Non-Significance” (DNS) was issued on November 18, 2022; and

WHEREAS, the Planning Commission’s recommendation on the proposed code amendments dated November 2, 2022 was received by the Board of County Commissioners (Board) on January 11, 2023 at a regularly scheduled briefing and the Board directed staff to set a public hearing; and

WHEREAS, the Board held a public hearing with notice requirements consistent with the Thurston County Code and state law on February 28 to take public testimony on the proposed amendments to TCC Chapter 17.15, Agricultural Activities Critical Areas and TCC Title 24, Critical Areas Ordinance; and

WHEREAS, the Board agrees with the findings of recommendation of the Thurston County Planning Commission and has determined that the amendments contained in this ordinance are consistent with the Thurston County Code and other titles, chapters, and sections of the TCC; and

WHEREAS, the Board believes adopting the amendments is necessary to maintain economic viability for agricultural operators and reflect best available science.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THURSTON COUNTY, AS FOLLOWS:

SECTION 1. CHAPTER 17.15 AGRICULTURAL ACTIVITIES CRITICAL AREAS. Chapter 17.15 of the Thurston County Code is hereby repealed and replaced as shown in Attachment A of this Ordinance.

SECTION 2. TITLE 24 CRITICAL AREAS ORDINANCE. Title 24 of the Thurston County Code is hereby amended as shown in Attachment B of this Ordinance.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase or other portion of this Ordinance or its application to any person is, for any reason, declared invalid, illegal or unconstitutional in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

SECTION 4. CORRECTIONS. Upon approval of the Prosecuting Attorney's Office, the Clerk of the Board is authorized to make any necessary corrections to any section, subsection, sentence, clause, phrase or other portion of this Ordinance for scriveners or clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect *immediately upon adoption*.

ADOPTED: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Clerk of the Board

Chair

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

Vice-Chair



Travis Burns
Deputy Prosecuting Attorney

Commissioner

Attachment A

Section I: Title 17, Chapter 17.15 Agricultural Activities Critical Areas

Deleted Text:	Strikethrough	Proposed Changes:	<u>Underlined</u>
Staff Comments:	<i>Italics</i>	Unaffected Omitted Text	...

- I. **Thurston County Code Chapter 17.15 TCC (AGRICULTURAL ACTIVITIES CRITICAL AREAS)** shall be repealed and replaced with the following:

Chapter 17.15 **Agricultural Uses and Critical Areas**

17.15.100 - Purpose

It is the policy of Thurston County to accomplish the following in relation to agricultural uses and critical areas:

- A. Minimize loss of life, injury, and property damage due to natural hazards such as flooding, landslides, seismic events, and volcanic eruptions, minimize the need for emergency rescue, and avoid the cost of replacing public facilities.
- B. Promote innovative programs to protect and enhance the functions and values of critical areas as identified in Title 24 TCC – Critical Areas while maintaining and improving the long-term viability of agriculture.
- C. Maintain water quality and quantity to meet human, agricultural, and wildlife needs.
- D. Recognize and address cumulative adverse impacts that could degrade or deplete water resources, wetlands or fish and wildlife habitat, or exacerbate flooding and landslide hazards.
- E. Establish enforcement tools and processes designed to deter activities in violation of this chapter and provide for remedial action for unauthorized impacts to critical area functions and values.
- F. Carry out the goals and policies of the Washington State Growth Management Act (RCW 36.70A) and Thurston County Comprehensive Plan.
- G. Ensure compliance and coordination with applicable federal and state protections.

17.15.110 - Applicability

The provisions of this chapter shall apply to agricultural activities, equipment, and facilities where they intersect with critical areas in the unincorporated territory of Thurston County, Washington.

On July 1, 2022, the United States Fish and Wildlife Service (USFWS) approved the Thurston County Habitat Conservation Plan and issued a 30-year Incidental Take Permit that provides Endangered Species Act authorization for six species associated with prairie and wetland/riparian habitats across the County. The species covered include Olympia, Tenino and Yelm pocket gopher, Taylor's checkerspot butterfly, Oregon spotted frog, and Oregon vesper sparrow. Chapter 17.40 TCC shall govern potential impacts on any of these six species and their habitat. If or when Thurston County's USFWS Incidental Take Permit is no longer valid, such impacts shall be regulated by Chapter 17.15 as necessary.

17.15.200 – Definitions

The following definitions and those found in Section 20.03.040 and Chapter 24.03 TCC shall apply to this chapter.

“Adaptive management” means changing approaches for protecting and managing critical areas in response to monitoring and effectiveness results.

“Agricultural activity,” “Agricultural equipment,” and “Agricultural facilities” has the same meaning as defined under RCW 90.58.065.

“Agricultural activity, existing/ongoing” means agricultural uses and practices that were commenced on or before July 24, 2012.

"Agricultural activity, new" means: (1) Any agricultural or agroforestry activity that was commenced after July 24, 2012; or (2) use of land for agricultural activities after a previously used wetland, critical fish or wildlife habitat area, or flood hazard area, and/or its associated buffer, has lain idle for more than 5 years, unless the idle land is registered in a federal or state soils conservation program; or (3) any actions that serve to expand the existing agricultural activity beyond the original geographic limits and/or causes greater impacts to the functions or values of a wetland, critical fish or wildlife habitat area, or flood hazard area and/or its associated buffer.

"Agricultural ditch maintenance" means the cleaning of a previously existing drainage system where the original outlet, size or elevation will not be changed. This shall also include the replacement of sections of previously existing tile drainage systems.

“Agricultural facility, new” means any construction of animal shelters, agricultural buildings, fences, water conveyance systems, heavy use areas, and roadside stands and on-farm markets for marketing fruit or vegetables within the physical boundaries of an existing/ongoing agricultural activity enrolled in the Voluntary Stewardship Program.

“Agroforestry” means the intentional integration of trees and shrubs into crop and animal farming systems to create environmental, economic, and social benefits, such as alley cropping, forest farming, silvopasture, riparian forest buffers, and windbreaks.

"Animal unit" means one thousand pounds of live weight of any given livestock species or any combination of livestock species. Animal equivalents are calculated for each livestock and

poultry sector according to estimated rates of manure production for each species. Common examples of livestock species include, but are not limited to, cattle (beef and dairy), horses, goats, pigs, and llamas. For additional information, refer to the U.S. Department of Agriculture Natural Resource Conservation Service Animal Waste Field Handbook.

“Conservation practices” means tools that agricultural operators can use to reduce soil and fertilizer runoff, properly manage animal waste, diversify habitat, and protect water and air quality on their farms.

“Climate-smart mitigation activities” means conservation practices that deliver quantifiable reductions in greenhouse gas emissions and/or increases in carbon sequestration.

“Farm Conservation Plan” is a site-specific plan for expanded and/or new agricultural activities or facilities that identifies farming or ranching activities and conservation practices to protect and/or enhance critical areas while improving agricultural viability. A Farm Conservation Plan must be developed in accordance with Natural Resource Conservation Service Best Management Practices or other applicable best management practices, and the provisions of Chapter 17.15 TCC.

“Habitat conservation plan” (HCPs) are planning documents required as part of an application for an Incidental Take Permit. They describe the anticipated effects of the proposed taking, how those impacts will be minimized or mitigated; and how the HCP is to be funded. HCPs can apply to both listed and non-listed species, including those that are candidates or have been proposed for listing.

“Individual Stewardship Plan” is a site-specific plan prepared on behalf of existing/ongoing agricultural activities as part of the Voluntary Stewardship Program.

"Prior converted croplands" means wetlands that before December 23, 1985, were drained, dredged, filled, leveled, or otherwise manipulated including the removal of woody vegetation, for the purpose, or to have the effect, of making the production of an agricultural commodity possible and an agricultural commodity has been produced at least once before December 23, 1985. This determination is made by the Natural Resource Conservation Service.

“Technical Service Provider” means an individual, private business, nonprofit organization, tribe, and / or public agency that is certified to offer services to agricultural producers such as farmers, ranchers, and private forest landowners to help plan, design, and implement conservation practices or develop conservation activity plans to improve agricultural operations.

“Thurston HCP” means the Thurston County Habitat Conservation Plan dated February 22, 2022, that covers the Olympia pocket gopher, Oregon spotted frog, Oregon vesper sparrow, Taylor’s checkerspot butterfly, Tenino pocket gopher, and Yelm pocket gopher, and may be revised from time to time.

“Voluntary Stewardship Plan (VSP)” means a non-regulatory, incentive-based approach to protecting critical areas for existing/ongoing agricultural activities, while maintaining

agricultural viability; enabled under the state's Growth Management Act (RCW 36.70A.700) on July 22, 2011.

17.15.300 - General requirements.

- A. No Net Loss of Critical Area Functions. All new agricultural activities and new agricultural facilities carried out pursuant to this chapter shall result in equivalent or if the agricultural operator chooses, greater critical area functions and value.
- B. Mitigation Sequencing. All new agricultural activities and new agricultural facilities shall be located, designed, and constructed to avoid, minimize to the greatest extent practicable and mitigate for unavoidable adverse impacts to critical areas and associated buffers using Natural Resource Conservation Service (NRCS) approved conservation practices or other applicable best management practices.
- C. Monitoring. In addition to the specific monitoring requirements in this chapter, the approval authority may require that permitted agricultural activities and facilities be reviewed at appropriate intervals as necessary to ensure they are functioning consistently with the plan approval and applicable provisions of this chapter. The approval authority may require adaptive management strategies to ensure no net loss of critical area functions.
- D. Access to Enable Administration. Property owners shall grant access to the county, or designee, for the purpose of inspecting sites proposed for new agricultural activities or facilities, and performing monitoring required pursuant to this chapter.
- E. Construction Activity. Construction activity must occur outside of critical areas and associated buffers unless specifically authorized pursuant to this chapter. No construction, grading, or other ground-disturbing activity shall occur prior to written approval by the review authority.
- F. Flood Hazards and Frequently Flooded Areas. Existing/ongoing and new agricultural activities and facilities shall comply with all applicable requirements of Chapter 14.38 TCC—Development in Flood Hazard Areas and Chapter 24.20 TCC—Frequently Flooded Areas.

17.15.400 - Existing/ongoing agricultural activities

- A. Agricultural activities established on or before July 24, 2012, are exempt from the critical area requirements of this chapter. Where existing/ongoing agricultural activities intersect with critical areas, protection of critical areas is attained through the county's Voluntary Stewardship Program (VSP) as established under RCW 36.70A.705. This includes repair, maintenance, and replacement of agricultural facilities within the existing footprint.
- B. Thurston County opted into the Voluntary Stewardship Program (VSP) as an alternative to regulatory protection of critical areas on agricultural lands with existing/ongoing agricultural activities. A working group comprised of agricultural groups, environmental groups, and tribes developed a work plan that identifies goals and benchmarks to protect critical areas while maintaining the viability of agriculture through voluntary, incentive-based measures (WAC 365-191-010). If the work plan, approved by the Washington State Conservation Commission on April 26, 2017, fails to meet goals, benchmarks, or receive adequate funding, the provisions and policies of this chapter will apply to existing/ongoing agricultural activities (RCW 36.70A.735).

- C. Once a new agricultural activity or new agricultural facility has been installed, constructed and mitigated for in accordance with the provisions of this chapter, any subsequent agricultural activities will be covered by the county's Voluntary Stewardship Program (VSP).
- D. Exemption from this chapter shall not be deemed to grant exemption from any other provisions of the Thurston County Code and all applicable state and federal laws including the Federal Clean Water Act, the Washington Water Pollution Control Act, the U.S. Endangered Species Act, and the Washington State Environmental Policy Act.

17.15.500 - New agricultural activities and facilities

- A. New agricultural activities and new agricultural facilities that affect the functions and values of critical areas as identified in Title 24 – Critical Areas, shall be permitted to do so either in accordance with:
 - 1. Title 24 TCC - Critical Areas;
 - 2. A Farm Conservation Plan voluntarily prepared on behalf of the agricultural operator and approved by the county pursuant to the provisions of this chapter; or
 - 3. A written decision by the approval authority finding that the agricultural operator's compliance with other state or federal permits provides sufficient protection on the site to satisfy related critical areas requirements of this chapter.
- B. The approval authority may issue an administrative exemption from Section 17.15.510 TCC for new agricultural projects listed below that are located within the physical boundaries of an existing/ongoing agricultural activity enrolled in the Voluntary Stewardship Program. Requests for exemption shall be accompanied by all referenced documentation, such as a project sponsorship letter, grant award, and/or Individual Stewardship Plan. Any confidential or proprietary information contained in the exemption request shall be identified by the applicant prior to, or at the same time, a request is made to the County. In the event such identified information is the subject of a public records request, the County will provide notice to the applicant prior to any potential disclosure.
 - 1. New agricultural conservation enhancement projects that accomplish a net reduction in nutrient pollution to surface and groundwater resources, as applicable, provided that the project meets all the following criteria:
 - a. The project is sponsored by a conservation district, state, or federal agency, or identified through a grant program; and
 - b. The project is documented as an NRCS conservation enhancement project that will improve benchmark conditions of critical area functions and values.
 - 2. New agricultural climate mitigation activities that accomplish a net reduction in greenhouse gas emissions provided that the project meets all the following criteria:
 - a. The project is sponsored by a conservation district, state, or federal agency, or identified through a grant program; and

2. The approval authority shall review applications, issue permits, impose conditions, and conduct inspections as necessary to assure compliance with the provisions of this chapter.
3. The director shall perform those other duties, as necessary, to implement the purposes and requirements of this chapter.
4. The director may approve alternative measures or procedures to the standards of this chapter on a case by case basis, provided the applicant has sufficiently demonstrated such alternatives provide equal or better results in accomplishing the purposes of this chapter.

D. Application Requirements. Any application for a Farm Conservation Plan subject to review under this chapter will not be deemed complete unless it contains the following, where applicable:

1. A completed "Farm Conservation Plan" form as provided by the department; and
2. A Farm Conservation Plan completed in accordance with Section 17.15.530 TCC; and
3. A completed environmental checklist when required by the State Environmental Policy Act and Chapter 17.09 TCC; and
4. An application fee, as established by resolution from the Thurston County Board of County Commissioners.

E. Application Procedure and General Conditions. The application for a Farm Conservation Plan shall be processed according to the same permitting procedures described in Chapter 20.60 TCC. For purposes of this chapter:

1. A Type I process involves any proposed new agricultural activity or new agricultural facility that requires a county permit but does not require an environmental checklist.
2. A Type II process involves any proposed new agricultural activity or facility that requires a county permit and an environmental checklist.
3. A Type III process involves any proposed new agricultural activity or new agricultural facility associated with any other Type III process provided for by the Thurston County Code.
4. Certificates of Inclusion to the Thurston HCP, issued under Chapter 17.40 TCC, shall also be processed and consolidated in a manner consistent with how Farm Conservation Plan requirements are addressed in this Section.
5. A Farm Conservation Plan approval by the county is valid for a period of three years or the duration of the associated development permit or approval. The county may authorize an extension of one year.
6. The director may approve an amendment to the county's approval if the amendment is consistent with Farm Conservation Plan standards. If granted, the department shall provide a written record of the amendment and will provide a copy of it to the agricultural operator.

17.15.530 - Farm Conservation Plans – general standards and plan requirements

A. Farm Conservation Plans shall identify the farming or ranching activities and facilities, and the conservation practice(s) necessary to avoid, minimize, and/or mitigate their potential negative impacts, such as degradation of riparian areas, or pollution to surface /

groundwater from nutrients, pathogens, or sediment. At a minimum Farm Conservation Plans shall:

1. Be developed by an agricultural operator with the assistance of a technical service provider in accordance with the requirements of NRCS conservation practices and other best management practices to ensure no net loss of critical area functions and values.
 2. Identify and delineate all critical areas and critical area buffers, both on-site and on adjacent properties, including but not limited to shorelines, wetlands, streams, steep slopes, and special habitats. Off-site information obtained from available county mapping is sufficient.
 3. Include baseline condition to establish a benchmark for existing critical area functions and values at the time of application.
 4. Include all selected conservation practices to maintain benchmark conditions, including specifications of when implementation will occur relative to project construction.
 5. Provide for monitoring and adaptive management on a long-term basis to determine whether the selected conservation practices are successful. The length of time for monitoring and adaptive management should be sufficient to determine if benchmark conditions have been maintained.
- B. Regulatory Differences. All uses, activities, and facilities subject to this section shall meet the requirements that provide the most protection to the critical areas involved. Uses and activities located in the Permit Area of the Thurston HCP are prohibited if they are inconsistent with the Thurston HCP requirements.
- C. Other plans prepared for compliance with state or federal regulations (e.g. nutrient management plans), or to obtain an accredited private third-party certification (e.g., GLOBALG.A.P.), or similar plans may be used as part of or in lieu of a Farm Conservation Plan if the approval authority determines they adequately address the requirements of this chapter.
- D. Any confidential or proprietary information contained in a Farm Conservation Plan shall be identified by the applicant at the time, a Farm Conservation Plan is submitted to the County. In the event such identified information is the subject of a public records request.

17.15.540 - Farm Conservation Plans - monitoring and compliance.

- A. The Farm Conservation Plan shall include self-assessment and certification by the agricultural operator for the first two years after permit issuance, or periodic inspections by the county in accordance with Section 24.01.035(D) TCC. Prior to a site inspection, the county shall provide reasonable notice to the agricultural operator for entry onto private property and afford at least two weeks in selecting a date and time for the visit.
- B. The conservation practices described in an approved Farm Conservation Plan to maintain benchmark conditions will be deemed to comply with this chapter so long as the agricultural operator is properly and fully implementing said practices and responding to any adaptive management requirements according to the timeline in the plan. This will be verified through Farm Conservation Plan implementation and monitoring.
- C. Agricultural activities shall cease to comply with this chapter when the approval authority determines one of the following three conditions is met. In such an event, a new or

revised Farm Conservation Plan may be required, or the noncompliance may be referred for formal compliance action in accordance with Title 26 TCC – Code Enforcement:

1. When implementation of the Farm Conservation Plan fails to protect critical areas. If so, a new or revised plan shall be required to protect the values and functions of critical areas at the benchmark condition.
2. When substantial changes in the proposal have occurred that render the approved Farm Conservation Plan ineffective. Substantial changes are those that degrade conditions below the established benchmark or result either in a direct discharge or potential discharge of pollution to surface or groundwater.
3. When a new or revised Farm Conservation Plan is required, and the new plan has not been provided in the specified time period. After being advised in writing by the approval authority, agricultural operators will be given 90 days to submit a new Farm Conservation Plan with an option to request a 30-day extension for good cause shown and at the sole discretion of the County. Refusal or inability to provide a new plan within the time period shall be sufficient grounds to revoke the approved Farm Conservation Plan and require compliance with the standard provisions of Title 24 TCC – Critical Areas.

17.15.600 - Conversion of agricultural activities.

- A. The critical areas provisions of Title 24 TCC– Critical Areas shall apply when an existing/ongoing agricultural activity is being converted to a nonagricultural use.
 1. Any critical areas that were on the property prior to the agricultural activity being established shall be restored or mitigated pursuant to Title 24 TCC.
 2. If restoration is not possible, onsite or offsite mitigation may be required.
- B. Subdivision of land is not included in the definition of agricultural activities in RCW 36.70A. Lots created through subdivision of land, short plats, large lots, and binding site plans shall show buildable areas for each lot created that meet the requirements of this title. A notice shall be recorded on the plat map that conversions out of agricultural activities are subject to this title.

17.15.700 – Enforcement

Violations of this title shall be enforced through the provisions of Title 26 TCC.

17.15.800 - Severability

If any section, subsection, sentence, clause, phrase or other portion of this Ordinance or its application to any person is, for any reason, declared invalid, illegal, or unconstitutional in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions herein.

Attachment B

Section II:	Title 24, Chapter 24.01 General Provisions
Section III:	Title 24, Chapter 24.03 Definitions
Section IV:	Title 24, Chapter 24.10 Critical Aquifer Recharge Areas
Section V:	Title 24, Chapter 24.15 Geologic Hazard Areas
Section VI:	Title 24, Chapter 24.20 Frequently Flooded Areas
Section VII:	Title 24, Chapter 24.25 Fish and Wildlife Habitat Conservation Areas
Section VIII:	Title 24, Chapter 24.30 Wetlands
Section IX:	Title 24, Chapter 24.45 Reasonable Use Exceptions
Section X:	Title 24, Chapter 24.50 Nonconforming Uses, Structures, and Lots

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Staff Comments:	<i>Italics</i>	Unaffected Omitted Text	...

I. Thurston County Code Chapter 24.01 TCC (GENERAL PROVISIONS) shall be amended to read as follows to recognize new agricultural activities and facilities as a use:

24.01.010 Purpose—Statement of policy for critical areas.

These regulations are intended to:

- A. Minimize loss of life, injury, and property damage due to natural hazards such as flooding, landslides, seismic events, and volcanic eruptions, minimize the need for emergency rescue, and avoid the cost of replacing public facilities;
- B. Identify and protect the functions and values of unique, fragile, and vulnerable elements of the environment such as fish and wildlife habitats, wetlands, and other ecosystems;
- C. Maintain water quality and quantity to meet human and wildlife needs;
- D. Recognize and address cumulative adverse impacts that could degrade or deplete water resources, wetlands or fish and wildlife habitat, or exacerbate flooding and landslide hazards;
- E. Alert the public to the development limitations and hazards associated with critical areas;
- F. Protect critical areas, associated buffers designed to protect the functions of critical areas, and their functions and values while allowing reasonable use of property by: directing activities not essential in such areas to other locations; providing for review of proposed uses and activities on properties containing critical areas or their buffers to achieve compliance with standards designed to minimize impacts to critical areas and associated buffers; and providing for mitigation of unavoidable impacts;
- G. Establish enforcement tools and processes designed to deter activities in violation of this chapter and provide for remedial action for unauthorized impacts to critical areas and their buffers;
- H. Promote programs to protect and enhance critical areas where agricultural activities are conducted, while maintaining and improving the long-term viability of agriculture;

- II. Implement the Washington State Growth Management Act (RCW 36.70A), including consideration of best available science in the designation, protection, and management of critical areas, with special consideration for the protection of anadromous fish; and
- II. Carry out the goals and policies of the Thurston County Comprehensive Plan.

...

24.01.025 – Applicability of critical areas regulations.

The provisions of this title for regulating critical areas shall apply to all land, all water areas and all structures, and all uses irrespective of lot lines in the unincorporated territory of Thurston County, Washington, except for agricultural activities and facilities (~~new and existing~~). Agricultural activities meeting the requirements of TCC [Section 17.15.110](#) shall be regulated by [Chapter 17.15](#) TCC.

...

~~24.01.055 Discontinuation of agricultural uses/activities.~~

~~A. The following shall apply to lands that were not considered lands with agricultural activities prior to July 24, 2012, but subsequently became lands with agricultural activities:~~

- ~~1. The critical area provisions of this title shall apply to new uses when the land use changes from an agricultural activity meeting the requirements of TCC Section 17.15.110 to a nonagricultural activity;~~
- ~~2. Any critical areas that were on the property prior to the agricultural activity shall be restored to the condition that the critical areas were in prior to the establishment of the agricultural activity; and~~
- ~~3. If restoration is not possible, onsite or offsite mitigation may be required.~~

~~B. Subdivision of land is not included in the definition of agricultural activities in Chapter 36.70A RCW. Lots created through subdivision of land, short plats, large lots, and binding site plans shall show buildable areas for each lot created that meet the requirements of this title. A notice shall be recorded on the plat map that conversions out of agricultural activities are subject to this title, and that agricultural activities can continue subject to the Thurston County Agricultural Activities Critical Areas Ordinance (Chapter 17.15), as amended.~~

II. Thurston County Code Chapter 24.03 TCC (DEFINITIONS) shall be amended to read as follows:

24.03.010 Definitions.

The following definitions, as well as those found in Section 17.15.200 TCC shall apply to this title:

...

III. Thurston County Code Chapter 24.10 TCC (CRITICAL AQUIFER RECHARGE AREAS) shall be amended to read as follows:

...

24.10.020 Standards and restricted and prohibited uses.

Table 24.10-1 identifies the new, expanded, and altered land uses and activities that are restricted or prohibited in the CARA depicted on the critical aquifer recharge areas map. These restricted and prohibited uses and activities are subject to the applicable standards in TCC 24.10.030-250 and all other applicable regulations. (See Article III of the Rules and Regulations of the Thurston County Board of Health Governing Water Supplies; Article IV, Rules and Regulations of the Thurston County Board of Health Governing Disposal of Sewage; and Article VI, Rules and Regulations of the Thurston County Board of Health Governing Nonpoint Pollution).

The general standards listed in TCC 24.10.030 apply to all uses in Table 24.10-1. Standards provided in TCC 24.10.040-250 apply to specific uses in CARAs, and are in addition to other requirements of this title. Table 24.10-1 contains the primary section references for each activity covered by this chapter.

Table 24.10-1. Prohibited and Restricted Uses and Activities Within Critical Aquifer Recharge Areas

RESTRICTED USES AND ACTIVITIES	AQUIFER RECHARGE AREA CATEGORY				
	I			II	III
	Wellhead Protection Areas		Other CARA I		
	1-year time of travel zone	5- and 10-year time of travel zones			
Abandoned wells (decommissioning of wells) (TCC 24.10.040)	A	A	A	A	A
<u>Agricultural activities that do not use hazardous materials or generate hazardous waste</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Agricultural activities that use or generate less than two hundred twenty pounds of hazardous waste or materials per month as described in WAC 173-303 (TCC 24.10.100)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

...

LEGEND:

A = Allowed without a critical area permit, subject to requirements of this title

P = Permitted, subject to critical area permit and requirements of this title

X = Prohibited

X/P = As determined by the approval authority, small scale uses or those using nonhazardous materials may be permitted when the quantity, nature of materials processed and mitigation methods are determined to contain no significant risk to groundwater.

...

24.10.100 Agricultural, cCommercial and industrial uses—General standards.

Agricultural, cCommercial and industrial uses and activities are allowed in CARAs as specified in Table 24.10-1, subject to Article VI of the Thurston County Sanitary Code, as amended, and the following standards, as applicable:

- A. Where floor drains are allowed, any floor drains in areas where hazardous materials are used, stored or otherwise present shall have a removable lip or barrier that will prevent spilled hazardous material from entering the drain, consistent with Chapter 14.28 TCC, Uniform Plumbing Code. The approval authority may require that a sump or other device be used to ensure that hazardous material does not drain to the soil, sewage disposal system, or a water body.
- B. Areas where hazardous materials are used or stored shall not drain to the soil, a stormwater system, water body, or a sewage disposal system. The approval authority may require that a sump or other device, as appropriate to address the contaminants of concern, be used to ensure protection of ground water quality.
- C. All vehicle and equipment washing must be done in a self contained area (e.g., with recycling system) designed to ensure that hazardous materials do not reach the soil, a water body or a sewage disposal system. This does not apply to discharges to a sewer that were approved by the sewer utility, consistent with Chapter 14.28 TCC. Water used in wash down areas shall be treated to remove contaminants prior to discharge. (See Chapter 173-216 WAC and the BMPs for Vehicle and Equipment Discharges, Department of Ecology WQR 95-56, as amended).
- D. An integrated pest management plan shall be drafted to be consistent with the integrated pest management policies approved by the health officer. The plan shall be implemented upon approval by the department. The county may periodically verify compliance with the approved plan.
- E. All new agricultural, commercial and industrial land uses that involve the use, handling, storage, disposal, or transportation of hazardous materials or dangerous/extremely dangerous wastes, as defined in Chapter 173-303 WAC, shall be required to prevent contact between the aforementioned materials and stormwater. This may not apply to materials applied in an outdoor setting as part of an approved activity's landscaping maintenance plan. This includes, but is not limited to, gas stations, fuel distributors, car/truck washes, trucking companies, asphalt plants and paint shops. The generation of hazardous materials or dangerous waste is separated into two categories:

1. A small quantity generator can generate up to two hundred twenty pounds of dangerous waste, or up to 2.2 pounds of certain pesticides or poisons, each month. Small quantity generators can accumulate up to two thousand two hundred pounds of dangerous waste, or 2.2 pounds of certain pesticides or poisons, at their site before sending the waste off-site for proper disposal or recycling.
2. Businesses that generate more than two hundred twenty pounds of hazardous wastes during any month must comply with the Washington State Dangerous Waste Regulations, Chapter 173-303 WAC.

...

24.10.135 Greenhouse/nursery.

Wholesale and retail greenhouses and nurseries (~~excluding facilities defined as agricultural activities in Chapter 17.15 TCC~~) shall comply with integrated pest management standards established in TCC 24.10.100. Any fertilizers shall be applied at an agronomic rate in accordance with the timing and amount of crop demand for nitrate, unless the approval authority determines that a lower rate of application is appropriate to protect surface and groundwater quality.

...

IV. Thurston County Code Chapter 24.15 TCC (GEOLOGIC HAZARD AREAS) shall be amended to read as follows:

...

24.15.025 Standards and allowable uses and activities within geologic hazard areas and associated buffers.

A. Those uses and activities listed in Table 24.15-1 are only allowed in geologic hazard areas or their buffers as set forth in that table, subject to the performance standards set forth in TCC 24.15.030-240;

B. All other land uses and activities not allowed pursuant to Table 24.15-1, or not mentioned in Table 24.15-1, are prohibited, unless determined otherwise pursuant to TCC 24.01.030(B);

C. Differences in regulations because of the overlap of two or more critical areas are governed by Chapter 24.01 TCC.

The general standards listed in TCC 24.15.030 apply to all uses in Table 24.15-1. The standards provided in TCC 24.15.040—24.15.240 apply only to those uses and activities in Table 24.15-1 when carried out within a geologic hazard area (i.e., landslide, marine bluff, erosion) or buffer. Where no specific performance standards are specified for the uses and activities in Table 24.15-1, the approval authority shall review projects based upon the purposes and provisions of this chapter. Table 24.15-1 contains the primary section references for each activity covered by this chapter.

Table 24.15-1. Restricted Uses and Activities in Geologic Hazard Areas and Associated Buffers

RESTRICTED USES AND ACTIVITIES	Landslide Hazards	Marine Bluff Hazards	Erosion Hazards
<u>Agricultural activity, new</u>	<u>P</u>	<u>X</u>	<u>P</u>
<u>Agricultural equipment and facility</u>	<u>X</u>	<u>X</u>	<u>X</u>

...

LEGEND:

A = Allowed without a critical area review permit, subject to requirements of this title

P = Permitted, subject to critical area review permit and requirements of this title

X = Prohibited

V. Thurston County Code Chapter 24.20 TCC (FREQUENTLY FLOODED AREAS) shall be amended to read as follows:

...

24.20.070 Frequently flooded areas—Standards and allowable uses and activities.

Table 24.20-1 identifies the land uses and activities that are allowable in frequently flooded areas (i.e., one-hundred-year floodplains, one-hundred-year flood zone (one percent flood zone), floodways, high ground water hazard areas/restricted development zones, channel migration hazard areas, and coastal flood hazard areas) and one-hundred-year channel migration hazard areas. All land uses and activities not allowed by or not mentioned in Table 24.20-1, except water dependent uses allowed under the Shoreline Master Program for Thurston Region, are prohibited within the flood and channel migration hazard areas regulated by this section, except as otherwise provided in Chapter 24.01 TCC. In addition to this chapter, these allowable uses and activities may be subject to the following:

- A. Other applicable provisions of this title and requirements of the applicable zoning district;
- B. The provisions of Chapter 14.38 TCC, Development in Flood Hazard Areas;
- C. The Shoreline Master Program for the Thurston Region;
- D. The Drainage Design and Erosion Control Manual for Thurston County, as amended (Chapter 15.05 TCC); and
- E. All other applicable county, state, and federal regulations.

Table 24.20-1. Allowable Uses and Activities in Flood and Channel Migration Hazard Areas

Uses and Activities	Floodways	Frequently Flooded Areas (except floodways and high groundwater hazard areas)	Channel Migration Hazard Areas	High Ground Water Hazard Areas/RDZ	Coastal Flood Hazard Areas
Accessory structures - Construction TCC 24.20.080	X	P	P	P	P
<u>Agricultural activity, new</u>	<u>P</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>P</u>
<u>Agricultural equipment and facility</u>	<u>X</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>X</u>

LEGEND:

A = Allowed, subject to applicable standards

P = Allowed, subject to applicable standards and Critical Areas Review Permit

X = Prohibited

VI. Thurston County Code Chapter 24.25 TCC (FISH AND WILDLIFE HABITAT CONSERVATION AREAS) shall be amended to read as follows:

...

24.25.080 - Standards and approvable uses and activities within important habitats.

The land uses and activities listed in Table 24.25-3 are allowed in important habitats (i.e., streams; riparian habitat areas; lakes, ponds and associated buffers; priority habitats, habitats and species of local importance; priority species conservation areas, and important marine habitats) and associated buffers and management zones subject to the standards in TCC 24.25.090—24.25.420, the applicable zoning district and the Shoreline Master Program for the Thurston Region. Water dependent uses allowed by the Shoreline Master Program are permitted subject to the requirements of that program and this chapter. All other land uses and activities not allowed by Table 24.25-3 are prohibited within the important habitats regulated by this chapter.

The general standards listed in TCC 24.25.090 apply to all uses in Table 24.25-3. Standards provided in TCC 24.25.100—24.25.420 apply to specific uses in areas where important habitats and species exist, and are in addition to other requirements of this title. Table 24.25-3 contains the primary section references for each activity covered by this chapter.

Table 24.25-3. Approvable Uses and Restrictions Within Fish and Wildlife Habitat Conservation Areas

Uses and Activities	Riparian Habitat Areas	Riparian and Marine Management Zones	Streams	Ponds and Buffers	Marine Habitat Areas and Buffers	Important Species and Habitats
<u>Agricultural activity, new</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Agricultural equipment and facility</u>	<u>P</u>	<u>P</u>	<u>P</u> <u>(BUFFER ONLY)</u>	<u>P</u>	<u>P</u>	<u>P</u>

LEGEND:

A = Allowed without a Critical Area Review Permit, subject to requirements of this title

P = Permitted, subject to Critical Area Review Permit and requirements of this title

X = Prohibited

...

VII. Thurston County Code Chapter 24.30 TCC (WETLANDS) shall be amended to read as follows:

...

24.30.085 Wetlands—Standards and allowable uses and activities within wetlands and associated buffers.

The land uses and activities listed in Table 24.30-4 are allowable in wetlands and associated buffers as specified in that table, subject to the standards of this title, the applicable zoning district, and the shoreline master program, as amended. Water dependent uses allowed by the shoreline master program are permitted subject to the requirements of that program and this chapter. Uses and activities inconsistent with the shoreline master program and all land uses and activities not allowed or addressed by Table 24.30-4 are prohibited within wetlands and associated buffers. The general standards listed in TCC 24.30.090 apply to all uses in Table 24.30-4. Standards provided in TCC 24.30.100—24.30.420 apply to specific uses in wetlands and their buffers, and are in addition to other requirements of this title. Table 24.30-4 contains the primary section references for each activity covered by this chapter.

Table 24.30-4. Allowable Uses in Wetlands and Buffers and Related Restrictions

	Wetland Category			
	I	II	III	IV
Asphalt batch plants	X	X	P	P
<u>Agricultural activity, new</u>	<u>X</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Agricultural equipment and facility</u>	<u>X</u>	<u>P</u>	<u>P</u>	<u>P</u>

LEGEND:

A = Allowed without a Critical Area Review Permit, subject to requirements of this title

P = Permitted, subject to Critical Area Review Permit and requirements of this title

X = Prohibited

...

24.30.280 Wetlands—Roads/streets, railroads, bridges and culverts—New and expanded.

Proposed road and railroad crossings of wetlands and/or associated buffers shall be avoided unless the approval authority determines that it is not possible. Proposed road or railroad crossings of wetlands and buffers and expansion of existing roads exceeding the limitations of TCC Section 24.30.270 shall follow all applicable local, state, and federal laws and the applicable requirements listed below. These requirements also apply to private access roads and driveways. (Also see TCC Section 24.25.280).

- A. Public Safety. Expansion of existing roads is allowed in all wetlands and buffers to the minimum extent necessary to protect public safety, consistent with subsection

(D) below. This provision does not apply to expansion for capacity. Expansion for additional capacity shall comply with the criteria for new or expanded roads.

B. Criteria for Allowing Crossings. The approval authority may authorize new and expanded road crossings in wetlands and buffers as follows:

1. Category I and II Wetlands and Buffers. Category I and II wetlands shall not be crossed unless it is necessary to accommodate public safety improvements to an existing road. Category I and II wetlands and the inner seventy-five percent of their standard buffers may only be crossed by roads through a Reasonable Use Exception and by meeting all of the criteria in this section.
2. Category III—IV Wetlands and Buffers. The most suitable type of new crossing shall be determined by the approval authority on a case-by-case basis. New and expanded roads are permitted in Category III and IV wetlands and their buffers that meet the criteria for replacement under TCC 24.30.090(C). New and expanded roads may be permitted in Category III-IV wetlands and buffers not meeting the criteria in TCC 24.30.090(C), if:
 - a. The wetland is not a functional part of a mosaic wetland (as described in Ecology's Wetland Rating System for Western Washington);
 - b. The road complies with subsection (D) below.

C. Access roads and driveways shall be subject to the following requirements, as well as subsection D below.

1. Utility Maintenance Access. The director may allow maintenance roads for utility corridors accommodating transmission lines, pipelines, and similar major utilities when the applicant demonstrates to the director's satisfaction that the road is necessary. Maintenance roads shall not be allowed where they would adversely impact bogs, wetlands of high conservation value, or wetlands with a score for habitat of eight or more points under Ecology's Wetland Rating System for Western Washington.

If allowed, maintenance roads shall be located in the least impactful location in the outer twenty-five percent of the buffer contiguous to the utility corridor, on the side away from the wetland. To the maximum extent practicable, access for utility maintenance within wetland buffers shall be limited to access points rather than by a continuous access road extending through the buffer. The width of the maintenance road shall be minimized; in no event shall it be wider than fifteen feet.

- ~~2. Agricultural Access. Refer to chapter 17.15 TCC for regulations on agricultural activities.~~

**VIII. Thurston County Code Chapter 24.45 TCC (REASONABLE USE EXCEPTION)
shall be amended to read as follows:**

24.45.020 Certain properties not eligible.

The inability of an applicant to derive reasonable use shall not be a result of a self-created hardship such as subdividing the property, adjusting a boundary line, or other actions thereby creating the undevelopable conditions after July 24, 2012, ~~or a self-created hardship created under the applicable standards of Chapter 17.15 TCC after February 1, 1994.~~

IX. Thurston County Code Chapter 24.50 TCC (EXISTING NONCONFORMING USES, STRUCTURES AND LOTS) shall be amended to read as follows:

24.50.060 Development of existing lots—Critical areas excluding frequently flooded areas.

Existing lots with critical areas and their associated buffers, excluding frequently flooded areas, for which a complete application for a short plat, large lot subdivision, or subdivision, as defined in Chapter 18.08 TCC, was submitted before July 24, 2012, and other legally existing lots may be developed as follows with a critical area review permit:

- A. Except for seismic, volcanic, and mine hazard areas, all new construction of structures, facilities, utilities, access driveways and appurtenances shall be located outside of the critical area and the associated buffer unless otherwise permitted in this title;
- B. New development may be permitted on legal lots containing wetlands or buffers, consistent with other applicable provisions of this title.
- C. No new development or construction of structures, facilities, utilities, access driveways and appurtenances shall create a public safety risk, as determined by the approval authority;
- D. Enhancement or restoration (mitigation) of the affected critical area or associated buffer shall be required to offset the impacts of the proposed development, as approved by the approval authority;
- E. If a legal lot has less than three thousand five hundred square feet of buildable area outside of the critical area and its associated buffer, to accommodate the single family residential development including the primary structure, ordinary appurtenances, landscaping, and accessory structures, the approval authority may, with a critical area review permit, allow development to occupy a portion of the critical area buffer to the minimum extent necessary to provide a development site totaling no more than three thousand five hundred square feet provided:

...

- 12. The use of this single-family residential exception shall not be a result of a self-created hardship such as subdividing the property, adjusting a boundary line, or other actions thereby creating the undevelopable conditions after July 24, 2012; ~~or a self-created hardship created under the applicable standards of Chapter 17.15 TCC after February 1, 1994; and~~



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/8/2023

Agenda Item #:

Created by: Jeremy Davis, Operations Manager - Community Planning and Economic Development - 360-867-2103

Creator = Presenter? ☐ Yes ☐ No Is this a presentation by more than one person? ☐

Presenter: **Jeremy Davis, Operations Manager - Community Planning and Economic Development - 360-867-2103**

Item Title:

Thurston County Permitting Fee Study Competitive Bidding Waiver

Action Needed:

Class of Item:

List of Exhibits



Permitting Cost of
Services
Study_contract_draft_FC
S.FinalforBoCC.pdf
PDF File
301 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.



CPED Permitting Fee
Study_Waiver.pdf
PDF File
2.70 MB

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to waive competitive bidding requirements in accordance with the Thurston County Procurement Policy, Section A.9, and approve award of the professional services contract with FCS Group for up to \$196,495.00 and authorize the Community Planning and Economic Development Director to execute the contract and any amendments not to exceed 10% (\$19,649.50 or an aggregate of \$216,144.50).

Item Description:

Community Planning and Economic Development (CPED), Public Works, and Public Health and Social Services are requesting Board approval of a waiver of competitive bidding and a contract with FCS Group for an amount not to exceed \$196,495.00. The contract is for completion of a

permitting fee study for various types of land use permits relating to building, planning, septic, drinking water, surface and subsurface water protection, and food safety permits and recommendation of updated fees which best meet the operational and capital needs of the County.

Generalized Timeline:

- March 2023 – Initial Project Meeting
- March to June 2023 – Data collection, LEAN process review, reserve analysis, survey
- July to August 2023 – Draft Report
- September – October – Initial Board Briefings and Stakeholder Outreach
- November 2023 – Final Report
- December 2023 – Consideration of Fee Changes by Board

The current land use related permitting fees were established in 2008-9 following several years of studies on costs for services. With the adoption of H-6-2012 in 2012 and Resolution No. 14958 in 2013, certain annual fee increases for the land and development review hourly rates were tied to the Consumer Price Index in April of each year.

Thurston County issued a Request for Proposal on September 16, 2022, which closed on November 17, 2022, after one extension. In addition to legal notice in 'The Olympian' newspaper and notifying previously interested parties, the request was emailed to all the MRSC Roster Consultants listed under Financial Services Rate Studies. No proposals were received. The expected value of the resulting contract was \$150,000 to \$200,000.

This is a fee for service contract with pre-established hourly rates for a not to exceed price of \$196,495.00. The rates are comparable to other consultant firms for similar services. Staff requests Board approval to waive bidding requirements for professional services. The Thurston County Internal Auditor reviewed the request for a waiver and has determined the waiver request meets the requirements of County Policy and state law.

FCS Group was selected as the best qualified consultant to perform the study based on their experience with Thurston County. FCS Group previously performed work for Thurston County on permitting fees and has a proven track record in assisting agencies with assessment of their permitting fees.

The total projected budget for this project is \$290,000 of which \$10,000 was spent in 2021 on a permitting fee Cost and Comparison Survey. The project is being funded by the three departments as follows:

- \$150,000 Community Planning and Economic Development
- \$80,000 for Public Health and Social Services
- \$60,000 for Public Works – Engineering Services

This project is in alignment with the County's Strategic Plan Initiatives:

7. Balance development with the preservation of the County's rural character, natural areas, and open spaces.

14. Strengthen sound financial management practices.

15. Diversify County revenue sources to guard against economic cycles.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/8/2023

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY / FCS GROUP, INC.

Land Use, Environmental Health, and Food Services Permitting Cost and Comparison of
Services Study

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave S.E., Olympia, Washington 98501, hereinafter "**COUNTY**," and **FINANCIAL CONSULTING SOLUTIONS (FCS) GROUP, INC.**, with its principal offices at 7525 166th Ave NE, Suite D-215, Redmond, Washington 98052, hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below and shall terminate on March 30, 2024.

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

Land Use Permitting Cost and Comparison of Services Study

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services documents, or other information identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:

Name of Representative: Martin Chaw
Title: Senior Project Manager and Management Consultant Practice Lead
Mailing Address: 7525 166th Ave NE, Ste D0-215
City, State and Zip Code: Redmond, Washington 98052
Telephone Number: 425-274-2853
Fax Number: _____
E-mail Address: martinc@fcsgroup.com

- b. For COUNTY:

Name of Representative: Summer Miller
Title: Fiscal Manager, Thurston County CPED
Mailing Address: 3000 Pacific Ave SE STE 100
City, State and Zip Code: Olympia, WA 98501
Telephone Number: 360-867-2648
Fax Number: _____
E-mail Address: summer.miller@co.thurston.wa.us

5. **COMPENSATION**

- a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **\$196,495.00**.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any, and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the

CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than **\$1,000,000** per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than **\$1,000,000** per loss. The general aggregate limit shall apply separately to this Contract and be no less than **\$2,000,000**.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than the **Washington State Minimum Limits (as applicable)** each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.

e. **Other Insurance Provisions:**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees, and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
2000 Lakeridge Drive S.W.
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

9. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the

CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY.

This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 18.

18. CHOICE OF LAW, JURISDICTION AND VENUE

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

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

19. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

20. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR:

Thurston County, Washington

Firm: FCS GROUP

By: _____
Joshua Cummings

By: TODD CHASE

Title: Director, CPED

Signature: _____
(Authorized Representative)

Date _____

Date _____

Title: PRINCIPAL

Address: 7525 166TH AVE NE, STE D-215

REDMOND, WA 98052

Approved as to Form by the Prosecuting Attorney's Office

Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ **FCS GROUP, INC.**

Land Use, Environmental Health, and Food and Environmental Services Permitting Cost and Comparison of Services Study

SCOPE OF SERVICES

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

Preamble: The purpose of the study is to determine the cost-of-service and cost-recovery for land use permitting fees that are managed by the Thurston County Community Planning and Economic Development Department, Thurston County Public Works Department and the Thurston County Public Health and Social Services Department Environmental Health Division in addition to other permit fees for the Environmental Health Division. The study will include a detailed evaluation of the approximately 20% of fees that drive the majority (80%) of the revenues for the County, and the necessary adjustments to achieve full (100%) cost recovery of individual fee services. The approximately 80% of remaining fees will be evaluated and adjusted across-the-board to achieve 100% cost recovery for the Department.

Task 1. Project Kickoff

Confirm study objectives and expectations

Task deliverables: Prepare for and facilitate one remote project kickoff meeting.

Task 2. Data Collection and Analysis

- a. Prepare and transmit data request
- b. Schedule and conduct on-site/remote staff interviews
- c. Collect Data
- d. Prepare financial model

Task deliverables: Prepare and transmit a detailed request for historical Department financial and fee permit volume and revenue information.

Task 3a. Lean Process Reviews

- a. Review Data from Task 2
- b. Prepare current state process diagrams for the approximately 20% of fees that drive the majority of revenues for the County

- c. Identify opportunities for improved processes and potential time/cost savings and reductions to fees
- d. Prepare comparative current vs improved state process diagrams

Task deliverables: Prepare current and revised fee process diagrams for the 20% of fees that drive the majority of revenues; Highlight differences in fee processes including estimated time/cost savings.

Task 3b. Lean Process Review Results

- a. Prepare summary of LEAN process analysis
- b. Review current and improved state process diagrams with County Project Team
- c. Summarize overall time/cost savings
- d. Discuss/affirm changes with staff
- e. Prepare written summary of process changes

Task deliverables: Facilitate 1 remote meeting with County team to review current and revised state fee process diagrams for identified fees from task 3b, and prepare a written summary documenting proposed process changes.

Task 4. Cost Recovery and Cost of Service

- a. Identify current cost of service and cost recovery
- b. Identify revised cost of service with improved process and cost recovery
- c. Identify types of land use and public health activities and services that are eligible to be funded with fee revenue.
- c. Determine adjustments to fees to recover eligible costs

Task deliverables: Cost-of-service and cost recovery by individual fee service for 20% of fees that drive majority of revenues; Calculate uniform adjustment to remaining fees to achieve overall 100% cost recovery for the Department. Summary of activities and services eligible for funding will fee revenue.

Task 5a. Reserves Analysis

- a. Determine historical changes in land use permitting activity and the length of historical downturns in workload
- b. Determine core staffing levels to manage historical minimum workflow levels
- c. Prepare financial model to estimate appropriate level of reserves

Task deliverables: Evaluate historical permit activity data; Determine core staffing level; Determine the appropriate level of reserves necessary for the Department to weather permit activity fluctuations.

Task 5b. Technology Surcharge

- a. Determine technology system revenue requirement
- b. Determine core level of permitting activity and estimated revenues (from task 6)
- c. Determine amortized cost for system maintenance and replacement, and appropriate surcharge per permit

Task deliverables: Evaluate replacement cost of permit fee technology, including annual maintenance costs; Determine an appropriate technology surcharge to fully fund annual maintenance and long-term replacement of permit fee software.

Task 6. Interjurisdictional Survey

- a. Identify survey jurisdictions
- b. Determine permit fund financial policies, reserve requirements, sources of non-fee revenues, fee revenue cost recovery levels, and technology surcharge for each jurisdiction

Task deliverables: Prepare a survey of selected permit fees and fee management policies; Selected communities to be surveyed will be determined in collaboration with the County's assistance.

Task 7. Draft Report

- a. Summarize technical analysis and any identified policy questions from tasks 1-6
- b. Prepare report
- c. Submit report to County project team for review and comment

Task deliverables: Draft report documenting the study's findings, conclusions and recommendations for County for review and comment.

Task 8a. Stakeholder Outreach Plan

- a. Coordinate with County staff on public outreach plan
- b. Determine community meetings
- c. Determine need to meet with individual stakeholder groups

Task deliverables: Prepare a stakeholder outreach plan and draft materials, and transmit to County for review and comment.

Task 8b. Presentations

- a. Prepare executive level presentation of study key findings
- b. Review presentation with County project team
- c. Revise presentation as needed
- d. In-person presentations to stakeholder (1 presentation)
- e. In-person presentations to Board of County Commissioners (BoCC) (2 presentations)
- f. Document comments and assist with preparing responses to comments and requests for additional information.

Task deliverables: Prepare and facilitate in-person presentations of study results to County stakeholders (1 workshop) and Board of County Commissioners (2 workshops).

Task 9. Final Report

- a. Incorporate County project team comments from task 7
- b. Revise and finalize report
- c. Attach copy of presentation materials for report record
- d. Transmit final report to County project team

Task deliverables: Finalize draft report based on County comments, and transmit.

Task 10. Post Project Support

- a. Provide on-call support to the County during budget deliberations
- b. Assist in answering technical questions on study and proposed fee adjustments
- c. Update fees as necessary based on approved budget

Task deliverables: Provide post project support as needed.

Task 11. Contingency for Additional Meetings

- a. Attend and facilitate additional meetings as requested. This task assumes up to 5 additional meetings.

Note: See FCS Group Proposal dated January 24, 2023, for full details

- 2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

a. Data Sharing:

Provide available data per Contractor request.

b. Coordination:

Provide necessary coordination between consultant and other County Departments or agencies.

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ **FCS GROUP, INC.**

Land Use, Environmental Health, and Food Services Permitting Cost and Comparison of Services Study

COMPENSATION

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:
 - A. This project is for a "Not to Exceed" amount of **\$196,495.00**.
 - B. See "FCS Group Estimated Budget and Schedule: Thurston County Fee Study" below for a detailed break-out of hourly rates, estimated costs, and estimated consultant labor hours. Changes may be made to individual tasks within the budget by mutual agreement. Final costs will be the actual costs based on the established rates and work completed not to exceed the overall project budget.
 - C. Costs incurred for Public Health and Social Services, Environmental Health Division Food Services permitting will be listed separate from costs for land use permitting costs on invoices.

FCS Group Estimated Budget and Schedule: Thurston County Fee Study

Tasks	Lead	Timing	Principal C.Chase	LEAN Lead J.Swanson	Sr. PM M.Chaw	Sr. Analyst E.Coughlan	Admin. Support	Total Labor Hours	Expenses	Total Budget	Percentage of Total
2023 Hourly Billing Rates			\$295	\$250	\$230	\$170	\$95				
Technical Analysis											
1. Initial project meeting (remote)	FCS	March	3	3	8	3		17		\$3,985	2.2%
2. Data collection and analysis	FCS	Mar-Jun	2	0	16	40		58	\$1,000	\$12,070	6.7%
3a. LEAN process review	EX/GY	Mar-Jun	4	48	16	4		72	\$1,000	\$18,540	10.3%
3b. LEAN process results	EX/GY	Mar-Jun	4	48	16	4		72	\$1,000	\$18,540	10.3%
4. Cost recovery and cost of service	FCS	Jul	2	0	24	40		66		\$12,910	7.3%
5a. Reserves analysis	FCS	Jun-Jul	2	0	16	32		50		\$9,710	5.4%
5b. Technology surcharge	FCS	Jun-Jul	2	0	16	32		50		\$9,710	5.4%
6. Interjurisdictional Survey	FCS	Mar-Jun	2	0	16	32		50		\$9,710	5.4%
7. Draft Report	FCS	Jul-Aug	8	16	24	50		98		\$20,380	11.4%
Total										\$115,555	64.4%

Contract No.: 034-2023-XXX

Project Title: Land Use Permitting Cost and Comparison of Services Study

Tasks	Lead	Timing	Principal C.Chase	LEAN Lead J.Swanson	Sr. PM M.Chaw	Sr. Analyst E.Coughlan	Admin. Support	Total Labor Hours	Expenses	Total Budget	Percentage of Total
Policy Analysis											
8a. Stakeholder outreach planning	ALL	Sep	8	16	16	16		56		\$12,760	7.1%
8b Presentations – Stakeholders	FCS	Sep-Oct	4	8	8	4		24	\$500	\$6,200	3.5%
Presentation #1 BoCC	FCS	Sep-Oct	2	4	4	2		12	\$500	\$3,350	1.9%
Presentation #2 BoCC	FCS	Sep-Oct	2	4	4	2		12	\$500	\$3,350	1.9%
9. Final Report	FCS	Nov	4	8	8	8		28		\$6,380	3.6%
10. Post project support	FCS	Nov-Jan	8	8	8	8		32		\$7,560	4.2%
Total										\$39,600	22.1%
Biweekly Check in Meetings	ALL	ongoing	18	18	36	18		90		\$21,150	11.8%
Administration	ALL	ongoing	2	0	8	0	8	18		\$3,190	1.8%
Total Project Budget			77	181	244	295	8	805	\$4500	\$179,495	100%
			\$22,715	\$45,250	\$56,120	\$50,150	\$760		\$4500	\$179,495	
Contingency for additional meetings (\$3,400/meeting; assume up to five meetings)										\$17,000	
Total Project Budget (including contingency)										\$196,495	



Single Source Justification Review Form

Instructions: [RCW 39.04.280\(1\)\(a\)](#) allows agencies to waive competitive bidding if a purchase is clearly and legitimately limited to a single supplier.

The purpose of this form is to assist offices and departments to document either a sole source or single source procurement. Sole source procurements occur when there is only one vendor available to provide a good or service. Single source procurements occur when a single vendor is intentionally chosen out of multiple potential vendors without competition. In both scenarios, the purchaser is seeking to avoid competitive bidding. The ability to both sole source and single source a procurement is limited by the Code of Federal Regulations, Washington State Law, and County policy.

Select the type of exemption requested

- ☐ Sole Source/Single source (procurement only available from one vendor)
- ☒ Waiver (request BoCC waive competitive bidding requirements for reasons other than sole source)

Select the type of purchase

- ☐ Public Works – Complete Section 1
- ☐ Purchased Goods or Services – Complete Section 1
- ☐ Architectural and Engineering Services (A&E) – Complete Section 1
- ☐ Information Technology Related Purchases – Complete Section 1
- ☐ Sole Source/Single source Personal Services (non-A&E Professional Services) – Complete Section 1
- ☒ Waive Competitive Bidding Personal Services (non-A&E Professional Services) – Complete Section 2

Identify the source of funds (check all that apply)

- ☐ Federal funds (both as direct recipient and as a pass through or subgrantee) – complete section 3
- ☒ Non-federal sources (state, local, private entity) – Nothing additional to complete

Section 1

Complete questions 1-3 **OR** question 4 in documenting your sole source justification.

1. What purchase specifications and/or performance requirements limit the market to only one vendor?
2. How did you determine that only one vendor could respond to your specifications?
3. Will the vendor certify that the County is getting the lowest price it offers?
4. Describe any and all market conditions that justify the waiver of competitive bidding for purchases involving special facilities or market conditions. These are generally limited to good deals that are

available for a short time, such as a very good price on an exceptional piece of used equipment, or the chance to buy supplies at a going-out-of-business sale or similar event.

Section 2

1. Describe the nature and scope of personal services to be provided.
 - a. Thurston County, Washington, Community Planning and Economic Development (CPED); Public Health and Social Services (PHSS); and Public Works (PW) Departments (“Permitting Departments”) require a land use permitting fee cost of services study.
 - b. The objective of the project is to provide an updated basis for land use permitting fees charged by the Permitting Departments. The Permitting Departments have a need to collect fees to cover the cost of services for various types of land use permits relating to building, planning, septic systems, drinking water, surface and subsurface water protection, traffic and transportation. A periodic study of the land use permitting fees is necessary to meet the operational values of the County. The project will help to build and maintain trust with citizens through transparency and accountability in the fees that cover the costs of the land use permit and plan review process.
 - c. The scope of services is for the consultant to evaluate the cost of services for land use permitting, including all related activities, and to update permit fees. Consultant will collect data, develop a public outreach plan, prepare a draft study/whitepaper, participate in BoCC Work Sessions and Presentations, prepare a final study/whitepaper, prepare materials for BoCC Public Hearing if fees increase, and provide on-going support during budget deliberations.
2. How did you determine that the county was getting the best value for this service or that use of this vendor best serves the interests of Thurston County?
 - a. FCS Group was selected as the best qualified consultant to perform the study based on their experience and history with Thurston County. FCS Group was previously awarded a contract for land use permitting fee cost and comparison survey in which the company conducted research of fee schedules from other adjoining jurisdictions and similarly situated counties in Western Washington and compiled a survey. The land use permitting fee cost of services study was intended to be a continuation of services to meet the overall project objective with a more in-depth study and rate recommendation. A competitive Request for Proposal (RFP) for the study project was advertised in the Olympian Newspaper and posted on the Thurston County website on 9/16/2022 with a proposal due date of 10/21/2022. An Addendum to the RFP extending the proposal due date to 11/17/2022 was issued on 10/20/2022 after there had been no pre-proposal questions and FCS Group indicated the company was not going to submit a proposal due to staffing shortage and timing of the work. In addition to the legal notice advertised in the Olympian extending the due date, the RFP was emailed to all the MRSC Roster consultants listed under Financial Services Rate Studies. On the due date for receipt of proposals, none were received. Based on historical data the list of sources that have the expertise and experience to conduct rate studies is limited. Thurston County contacted FCS Group who agreed to take on the project with a shift in the period of performance to complete the work.

- b. Thurston County has used FCS Group on other rate study projects (e.g., utilities) and is confident in receiving a high level of service and end product. The company's rates are in line with other consultants. FCS Group's familiarity with Thurston County and knowledge of the rate structure should result in an overall lower price than a competitor.

Section 3

When using Federal funds for a procurement, federal requirements on competitive bidding must be followed. Sole source procurements are exempt from competitive bidding or referred to as a noncompetitive proposal. The Federal government defines procurement by noncompetitive proposals as a procurement through solicitation of a proposal from only one source. Document under which criteria this procurement may be awarded by non-competitive proposals in accordance with 2 CFR § 200.320(f):

- ☐ The item is available only from a single source
- ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
- ☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
- ☐ After requesting quotes from three or more sources, competition is determined inadequate

Section 4

Leave Section 4 blank. To be completed by Thurston County's Internal Auditor.

This section to be completed by Thurston County's Internal Auditor

Section 1 Review:

Competitive bidding may be waived when a procurement is clearly and legitimately limited to a single vendor. The above procurement as outlined in Section 1 meets one or more of the criteria for waiving competitive bidding requirements:

- ☐ Licensed, copyrighted, or patented products or services that only one vendor provides
- ☐ New equipment or products that must be compatible with existing equipment or products
- ☐ Proprietary or custom-built software or information systems that only one vendor provides
- ☐ Products or services where only one vendor meets the required certifications or statutory requirements
- ☒ Not Applicable (The request is not for a sole source procurement)

County Policy requires documentation that the procurement meets certain requirements. The above procurement meets all the documentation criteria as selected below:

- ☐ The good or service is available only through one provider or manufacturer (or distributor, and the manufacturer so certifies)

- ☐ The specifications are material to the purpose of the procurement and are not merely written to limit competition.
- ☐ The vendor certifies that the County is getting the lowest price it offers.
- ☒ Not Applicable (The request is not for a sole source procurement)

Section 2 Review

Procurements that are fully or partially funded with federal dollars must be competitively bid as required by 2 CFR § 200.320(f). Single source procurements obtained with federal funding cannot be awarded by a noncompetitive proposal. Therefore, when federal funds are involved, the BoCC may not waive competitive bidding requirements for these procurements. I confirm that the above request in section 2 meets the following:

- ☒ Federal funds are not used on this procurement and therefore waiver of competitive bidding is allowable.
- ☐ Not Applicable (The request is not for a single source procurement).

Section 3 Review

When Federal funds are used on a sole source procurement, one of 4 criteria must be met as outlined in 2 CFR § 200.320(f). This sole source request also meets one of the four federal requirements (or is not applicable):

- ☐ The item is available only from a single source
- ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- ☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- ☐ After requesting quotes from three or more sources, competition is determined inadequate.
- ☒ Not Applicable (Procurement is not funded with Federal funds)

Internal Audit Sole Source or Single Source Confirmation

- ☐ The **Sole source/Single Source** justification meets the requirements of County Policy, RCW, and CFR 2 CFR § 200.320(f).
- ☒ The **Waiver** justification meets the requirements of County Policy, RCW, and CFR 2 CFR § 200.320(f). The BoCC may consider waiving the competitive bidding requirements in County policy for this service.

Brandon Weber

Internal Auditor



3/6/2023

Printed Name

Title

Signature

Date



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/7/2023

Agenda Item #:

Created by: Melinda Lafreniere, Administrative Assistant II - Public Health and Social Services - 360-867-2503

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **David Bayne, Public Health & Social Services Director - Public Health and Social Services - 360-867-2502**

Additional Presenters:

Item Title:

Amendment #12 to the Washington State Department of Health 2022-2024

Consolidated Contract #CLH31030

Action Needed:

Class of Item:

List of Exhibits



File Attachment

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

☐ PAO ☐ FinSvcs ☐ HR

☐ Budget Office ☐ CAO ☐ Other

Notes:

Budget Effect Summary? ☐

Recommended Action:

Move to approve amendment #12 to the State of Washington Department of Health Consolidated Contract #CLH31030 providing an additional \$139,250 for a revised maximum consideration of \$12,548,883 for the duration of January 1, 2022 through December 31, 2024 and authorize the Director of Public Health & Social Services to sign the amendment.

Item Description:

The Washington State Department of Health (DOH) 2022-2024 Consolidated Contract CLH31030 is the mechanism used to transmit federal and state funding for public health services to the county where the services are delivered. The Board approved the base contract on January 11, 2022. Amendment #12 provides an addendum; finding of \$139,250 for a revised maximum

consideration of \$12,448,883 (Exhibit B-12).

This amendment ass Statements of Work (SOW) for the following program (Exhibit A)

- BEACH program – Effective March 1, 2023

This amendment amends Statement of Work (SOW) for the following programs (Exhibit A):

- COVID-19 Vaccination - ARPA - Effective November 1, 2022
- DCHS-ELC COVID-19 Response, Effective January 1, 2022
- Injury & Violence Prevention Overdose Data to Action - Effective September 1, 2022
- Office of Drinking Water Group A Program - Effective January 1, 2022
- Office of Immunization COVID-19 Vaccine- Effective January 1, 2022

This work aligns with the Thurston County Stategic Plan initiatives:

No. 1 - Improve health outcomes for all.

No. 2 Improve community health, wellness and safety

No. 9 Support environmental health and climate stabilization.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/7/2023



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/7/2023

Agenda Item #:

Created by: Stuart Whitford, Environmental Health Program Manager - Public Health and Social Services - 360-867-2500

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Stuart Whitford, Environmental Health Program Manager - Public Health and Social Services - 360-867-2500**

Item Title:

Department of Ecology Water Quality Combined Financial Assistance Agreement for Black Lake Pollution Identification & Correction Project

Action Needed:

Class of Item:

List of Exhibits



Black Lake PIC Water
Quality Combined
Financial Assistance
Agreement March
2023.pdf
PDF File
2.98 MB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.



Pages from WATER
QUALITY DATA REPORT
Black Lake Watershed
Pollutant Monitoring
Phase 2 May
2021_Executive
Summary.pdf
PDF File
437 KB

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve Agreement No. WQC-2023- ThCoPH-00177 for Water Quality Combined Financial Assistance for Black Lake Pollution Identification & Correction Project with the Department of Ecology for a total project cost of \$418,792.

Item Description:

The county was awarded a \$250,000 grant by the Department of Ecology to conduct the Black Lake Pollution Identification and Correction Project. The total cost for the project is \$418,792. Ecology will be contributing \$250,000, and foundational public health funds will provide both the required 25% grant match (\$83,333) and the additional funds needed (\$85,459) to fully execute the project. The project completion date is June 30th, 2025.

This project builds on previous work conducted by the Black Lake Special District (District) which was formed to serve the public welfare by improving and maintaining the water quality of Black Lake for local homeowners, those with lake access, visitors, fish, and wildlife. The District commissioned a study by an environmental consultant that revealed potential contamination from onsite sewage systems in streams located on the northwest, northeast and southwest shoreline of the lakes. The report recommended that Public Health to address the contamination found in these drainages and to continue general environmental education of all District residents that focuses on proper maintenance of septic systems and best management practices for animal waste, lawn care, and stormwater runoff to reduce phosphorous loading to Black Lake. The Executive Summary from this report is attached for your reference.

The project involves intensive monitoring of seasonal and perennial streams entering the lake for E. coli bacteria and total phosphorous. Segments of these streams that are experiencing elevated levels of bacteria and phosphorous will be investigated by completing "door to door" inspection of onsite sewage systems, animal waste management practices, and landscape management practices. Problems identified during these property visits will be addressed mostly with education that focuses on best management practices and sanitary code requirements. However, violations of the county's sanitary code will be corrected with all available enforcement measures, when necessary.

Additionally, a dry weather/condition survey of the entire lake shoreline will be conducted in July 2023 to identify any pipes or seeps that are not visible during the wet season. Discharge from these pipes or seeps will be sampled for both E. coli bacteria and total phosphorous and any "hot spots" will be investigated to source and corrected.

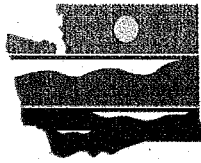
Other high priority properties will be approached for completion of a sanitary survey. For example, properties with: no record of maintenance of their onsite sewage system; onsite sewage systems that are 30 or more years old; onsite sewage system within 100 feet of the lake or a stream that flows to it, etc.

Project measures of success include:

- 500 contacts requesting a sanitary survey
- 400 completed on-the-ground sanitary surveys completed in the project area.
- Increase awareness to homeowners on OSS financial assistance, licensed professionals, and operation and maintenance.
- Correction of sources of E. coli bacteria and phosphorous that are impacting water quality in streams flowing to the lake or impacting the lake directly. This includes failing onsite sewage systems, poor animal waste management practices, impacts from feeding wildlife, excessive use of fertilizers for garden and lawn maintenance, etc.
- Reduced concentrations of E. coli bacteria and phosphorous in streams flowing to the lake and in pipes or groundwater seeps flowing directly to the lake shoreline, and a healthier Black Lake.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/7/2023



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. WQC-2023-ThCoPH-00177

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THURSTON COUNTY PUBLIC HEALTH AND SOCIAL SERVICES

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Thurston County Public Health and Social Services, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Black Lake Pollution Identification and Correction Project
Total Cost:	\$418,792.00
Total Eligible Cost:	\$333,333.33
Ecology Share:	\$250,000.00
Recipient Share:	\$83,333.33
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Nonpoint Source Activity

Project Short Description:

This project builds on previous work performed by the Black Lake Special District by implementing a pollution identification and correction (PIC) program in the Black Lake basin of Thurston County, Washington. Specifically, the PIC project will conduct bracket sampling to identify the sources of bacteria, conduct sanitary surveys, and work with property owners to ensure septic systems are functioning properly and other bacteria sources are addressed.

Project Long Description:

This project builds on work by the Black Lake Special District, formed to protect and improve water quality in Black Lake. Water quality monitoring results show high levels of fecal coliform, E. coli, and detection of a human biomarker in three drainages. Additionally, data collected in the Thurston County Ambient Monitoring Program shows that the lake is eutrophic meaning it has elevated levels of nutrients and over-abundance of aquatic weeds. The RECIPIENT will conduct further water quality monitoring and investigation of these drainages (Site U5/L14 basin, Site U3/L25 basin,

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Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

and Site U11/L9 basin) and all other drainages that enter Black Lake. The RECIPIENT will identify where pollution originates by evaluating the water quality data and determining "hot" drainages or segments of drainages reviewing septic system construction and maintenance records to prioritize properties and conducting sanitary surveys in high priority areas.

During a sanitary survey, the property owners receive technical assistance and education that prescribes actions that prevent sources of E. coli bacteria and phosphorous pollution. Sanitary surveys are voluntary and include an inspection of the septic system drainfield and reserve area (if present), talking with the resident about water use, tips for prolonging the life of septic systems and the need for regular pumping and maintenance. Staff will walk properties looking for other sources of bacteria pollution such as livestock, pet waste, or concentrations of wildlife and coach the resident on best practices. Staff may refer residents to the Thurston Conservation District for more in-depth technical assistance visits, provide details on neighborhood pet waste stations, rebates for septic tank risers to make access for inspections much easier, and make financial assistance available to low-income septic owners. The RECIPIENT's work in other priority watersheds show these incentives are very effective at encouraging property owners to monitor and maintain their septic systems. Site visit participants will receive a follow-up customized letter that thanks them for their participation, provides examples of what they are doing well, details areas that need improvement and directs them to resources for making those improvements. Violations of the Sanitary Code will be noted. If a property owner does not voluntarily make corrective actions, Environmental Health staff may move to enforcement or refer the property to the appropriate regulatory agency.

Overall Goal:

Protect public health and water quality by reducing sources of E. coli bacteria, work to ensure that that septic systems in the Black Lake basin are functioning properly and making sure that E. coli bacteria water quality standards are met.

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Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

RECIPIENT INFORMATION

Organization Name: Thurston County Public Health and Social Services

Federal Tax ID: 91-6001375

UEI Number: CHD9S3K2J551

Mailing Address: 412 Lilly Road NE
Olympia, WA 98506

Physical Address: 412 Lilly Road NE
Olympia, Washington 98506

Contacts

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

Project Manager	<p>Stuart Whitford Environmental Health Program Manager</p> <p>412 Lilly Road NE Olympia, Washington 98506 Email: stuart.whitford@co.thurston.wa.us Phone: (360) 867-2580</p>
Billing Contact	<p>Corrine Marson Grants and Contracts Analyst II</p> <p>412 Lilly Road NE Olympia, Washington 98506 Email: marsonc@co.thurston.wa.us Phone: (360) 867-2529</p>
Authorized Signatory	<p>David Bayne Director</p> <p>412 Lilly Road NE Olympia, Washington 98506 Email: david.bayne@co.thurston.wa.us Phone: (360) 867-2580</p>

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Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Donovan Gray PO Box 47775 Olympia, Washington 98504-7775 Email: DOGR461@ecy.wa.gov Phone: (360) 790-3840
Financial Manager	Seth Elsen PO Box 47600 Olympia, Washington 98504-7600 Email: SELS461@ecy.wa.gov Phone: (564) 999-1177

Template Version 12/10/2020

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

SCOPE OF WORK

Task Number: 1

Task Cost: \$14,400.33

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Recipient Task Coordinator: Jane Mountjoy-Venning**Grant and Loan Administration****Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

SCOPE OF WORK

Task Number: 2

Task Cost: \$125,542.00

Task Title: Water Quality Monitoring

Task Description:

A. The RECIPIENT will develop and submit a Quality Assurance Project Plan (QAPP), which will guide all water quality monitoring activities, to the ECOLOGY Project Manager (PM). This plan will go through a review process and must be approved and signed by the ECOLOGY PM, the ECOLOGY Environmental Assessment Program (EAP) Quality Assurance Officer, the QAPP author, and other appropriate ECOLOGY and RECIPIENT staff, prior to initiating monitoring activities. Any monitoring activities conducted before the QAPP is approved and fully signed are not eligible for reimbursement.

B. The RECIPIENT will conduct a water quality monitoring project including the following activities:

1. Conduct surface water monitoring to determine which streams and tributaries are discharging E. coli at concentrations that exceed surface water contact standards or pose a public health risk. Data will determine hot spots where site visits will occur. Monitoring will focus on 3 drainages identified by the Black Lake Special District, and all other tributaries to the lake. These include Sites U3/L25, US5/L14, and U11/L9.
2. Collect at least 1000 samples in the Black Lake basin to test for E. coli. Sampling frequency will be once per month between project start and April 30th, 2025 at existing stations and additional stations specified in the approved QAPP and any added after plan approval. Monitoring data will be used to prioritize properties for sanitary surveys. E. coli hot spots will be further evaluated by collecting samples for chemical emerging contaminant analysis which will indicate the source.
3. In addition to this regular E. coli monitoring, investigative E. coli sampling will be conducted in priority neighborhoods to further narrow down specific nonpoint pollution sources. Sampling will be conducted within stormwater conveyance systems and pipes from private properties that flow into the conveyance system. Sampling will also be conducted for pipes and seeps flowing to the lake that don't include streams sampled during regular E. coli monitoring.
4. Staff will also collect flow data and total phosphorous data on the largest drainages to provide data on phosphorous loading to the lake and prioritizing of those drainages for source identification. Additionally, staff may collect conventional water quality measurements (temperature, pH, dissolved oxygen, conductivity, etc.) if chemical stormwater illicit discharges are suspected.

C. The RECIPIENT will submit all monitoring data collected into ECOLOGY's Environmental Information Management (EIM) database annually.

D. The RECIPIENT will Map water quality hotspots and/or changes over the course of the project. Upload map to EAGL.

E. The RECIPIENT will submit a draft annual report for each of the first two years of monitoring to the ECOLOGY PM for review and feedback. The annual reports should include a summary of the monitoring effort, quality assurance measures taken, any deviations from the QAPP, and any initial results.

F. The RECIPIENT will submit a draft final report to the ECOLOGY PM, after all monitoring has concluded and all data uploaded to EIM, for review and approval. The final report should include an overview of the entire monitoring effort, quality assurance measures taken, data results, an interpretation of those results, and a discussion of how the data results will be used.

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

Task Goal Statement:

Conduct surface water monitoring to determine which streams and tributaries are discharging E. coli at concentrations that exceed surface water contact standards or pose a public health risk. The Project will also collect flow data and total phosphorous (TP) data on the largest drainages to provide data on external phosphorous loading to the lake and prioritizing of those drainages for source identification.

Task Expected Outcome:

The task outcome will be high quality E. coli and TP data collected following an approved QAPP and successfully uploaded into EIM. Data will determine hot spots where sanitary surveys will occur.

Water Quality Monitoring**Deliverables**

Number	Description	Due Date
2.1	QAPP. Submit to the ECOLOGY PM for review and approval. Upload a copy of the final approved and signed QAPP into EAGL prior to any monitoring activities.	
2.2	Data collection. Collect at least 1000 water quality samples to assess E. coli bacteria, 200 total phosphorous and up to 30 chemical emerging contaminants samples in the Black Lake basin .	
2.3	Monitoring data. Submit into ECOLOGY's EIM database annually. Notify the ECOLOGY PM once data has been successfully uploaded.	
2.4	Identify which tributaries are exceeding state water quality bacteria standards for E. coli bacteria and identify priority properties for sanitary surveys. Include a summary of findings in the Recipient Close Out Report.	
2.5	Sample select tributaries for Total Phosphorous and compare results against a threshold utilized by the Department of Ecology for the Stormwater Action Monitoring Program. Collect flow on these tributaries so loading can be calculated.	
2.6	Map water quality hotspots and/or changes over the course of the project. Upload map to EAGL.	
2.7	Annual monitoring reports. Submit a draft annual monitoring report to the ECOLOGY PM, within 60 days following monitoring season, for review and feedback. Upload final annual monitoring reports to EAGL.	
2.8	Final monitoring report. Submit a draft monitoring report to the ECOLOGY PM, at least 30 days prior to the agreement end date, for review and approval. Upload the final, approved report to EAGL.	

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Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

SCOPE OF WORK

Task Number: 3

Task Cost: \$181,291.00

Task Title: Pollution Identification and Correction, Technical

Task Description:

- A. The RECIPIENT will complete a high-level analysis of approximately 3100 properties within the Black Lake basin. The analysis will include building permit and septic records, land use designations, and aerial imagery.
- B. The RECIPIENT will complete approximately 400 sanitary surveys of high priority properties located within the project focus areas. High priority properties will be located in areas of concern (hot spots) based on historical data, OSS records, area maps, and water quality sampling data. The purpose of the surveys is to identify sources contributing to the pollution of surface water, and to provide targeted education and technical assistance to prevent these sources
- C. The RECIPIENT will prioritize properties for sanitary surveys. The RECIPIENT will conduct site visits at high and medium priority sites to look for potential sources of bacteria pollution and provide residents with clean water tips, technical assistance, and referrals when appropriate. The RECIPIENT will make attempts to schedule visits – 5 attempts including 1 weekend or after hours for high priority sites, 3 attempts for medium priority sites. All site visits will be documented, and RECIPIENT will provide customized written follow-up to each participant.
- D. When needed, the RECIPIENT will use their regulatory authority to ensure failing septic systems are corrected and manure management meets sanitary code standards. The RECIPIENT will take corrective action on failing OSS and refer properties to other jurisdictions as needed. The RECIPIENT will provide an information packet to homeowners with installation records (if available), educational materials related to proper maintenance and care of OSS, financial assistance programs for OSS repair or replacement, rebate program for septic/pump tank riser installation and certified maintenance inspections, and a list of licensed professionals who can help with inspections, pumping, and repairs.
- E. The RECIPIENT will include information on all technical assistance provided throughout the life of the agreement in a spreadsheet and uploaded to EAGL. The numbers of landowners receiving technical assistance will be provided in progress reports and the RCOR (Task 1).
- F. The RECIPIENT will complete dye testing on OSS where failure is suspected, but not confirmed directly through observation of surfacing sewage, to help pinpoint E. coli bacteria sources.

Task Goal Statement:

Providing information and technical assistance will empower those living within the Black Lake drainage focus areas to make decisions that protect water quality and correct potential pollution sources. Those actively seeking to continue activities or conditions that likely contribute to water pollution will be encouraged to change through compliance efforts/enforcement.

Task Expected Outcome:

- 3100 high-level parcel analyses completed in the project area.
- 500 contacts requesting a sanitary survey
- 400 completed on-the-ground sanitary surveys completed in the project area.
- Increase awareness to homeowners on OSS financial assistance, licensed professionals, and operation and maintenance.
- Pinpoint E. coli bacteria sources through the use of dye testing.
- Pinpoint sources of TP loading to Black Lake through priority drainage TP sampling and flow monitoring and sanitary surveys in high priority areas.
- Identify and correct failing OSS, exercising enforcement authority if necessary.

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Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

Pollution Identification and Correction, Technical**Deliverables**

Number	Description	Due Date
3.1	Parcel analysis results of approximately 3100 properties. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	
3.2	On-the-ground sanitary survey results and documentation of corrections recommended. Upload to EAGL and notify ECOLOGY Project Manager upon completion. Landowner outreach. Contact a minimum 500 medium and high priority landowners and complete 400 sanitary surveys which include educational information and technical assistance if needed/requested. Report on outcome of these efforts in a progress report and the RCOR (Task 1).	
3.3	Information packet provided to homeowners with failing OSS (includes education about operation and maintenance, financial assistance, licensed professionals available, etc.). Upload to EAGL and notify ECOLOGY Project Manager upon completion.	
3.4	Documentation of OSS corrections completed, enforcement actions and any referrals made to other jurisdictions if appropriate. Include in the quarterly progress reports and upload complete list to EAGL.	

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

SCOPE OF WORK

Task Number: 4

Task Cost: \$12,100.00

Task Title: Landowner Outreach

Task Description:

A. The RECIPIENT will consider environmental justice, accessibility, and language needs during the outreach process. The ECOLOGY Project Manager may suggest tools and resources to the RECIPIENT that help identify these needs.

B. The RECIPIENT will do a regional search for existing outreach content before producing any new materials. For any educational materials developed under this agreement, the RECIPIENT will submit a draft to the ECOLOGY Project Manager for review and approval prior to production and distribution. Materials will include Ecology funding recognition. The RECIPIENT will upload a final copy of all outreach materials developed as a result of this agreement to EAGL.

C. The RECIPIENT will identify which communities in the project area have more than five percent or 1,000 people that speak English less than very well. The RECIPIENT will translate meaningful work on education and outreach materials that are produced for the general public in the non-English language(s).

D. The RECIPIENT will develop an outreach plan to be approved by ECOLOGY. That plan will at minimum include: action messages which will be supported through broader scale outreach methods such as social media; an early phase post card mailing alerting residents to the clean water project, concerns with water quality, and a basic description of our plan to address the pollution will be mailed to residents and businesses in the project area. It will include the project website address and a phone number they can call to get more information about the project; a post card alerting residents to a project update available on the project website and an opportunity to attend a project update meeting in the project area; and, a post card mailing to residents who completed a sanitary survey near the close of the project that provides a link to an online survey (Survey Monkey) to assess what clean water actions they took to improve Black Lake

E. After completion of any event, such as a class, workshop, public presentation (online or in person), or tour, the RECIPIENT will create an outreach summary using a template (or equivalent document) approved by the ECOLOGY Project Manager, that will include the date, location, number of participants, a brief description of the outcomes, photos, and upload them to EAGL. Submit event attendance documentation when participant time will be used as in-kind match.

F. Implementation of clean water actions will be supported through incentives and financial aid through other funding sources. Specifically, septic tank riser rebates of \$50 each, up to \$100 per property in the Black Lake basin will be offered. Neighborhoods can request pet waste stations through the county stormwater program. In addition, low-income septic owners can apply for small grants of up to \$500 with a 25% match for septic maintenance and minor repairs. No grant funds will be expended on this task.

G. RECIPIENT staff will participate in quarterly PIC Partnership meetings to coordinate pollution prevention, identification and correction activities between partners. Partners include Environmental Health, Thurston Conservation District, Thurston Stormwater, Dept. of Ecology Non-Point staff, and Dept. of Health Shellfish Program staff.

Task Goal Statement:

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

The Black Lake community has: 1) a greater understanding of water quality problems in the Lake, especially E.coli contamination, and the role failing septic systems play 2) the knowledge of proper maintenance and repair of failing systems and availability of funding resources.

Task Expected Outcome:

The outcome of door-to-door outreach will be an increase in knowledge and awareness of Black Lake water quality issues. The RECIPIENT's past outreach efforts have shown that as individuals become more informed, they tend to adopt a sense of ownership and appreciation of the resource in question, which motivates them to take action to help protect and enhance it, thereby enhancing overall environmental stewardship. A result of this outreach effort should be improved septic tank maintenance and/or repair of failing systems.

Landowner Outreach

Deliverables

Number	Description	Due Date
4.1	Upload agendas, attendance/sign-in sheets, and minutes to EAGL after each event.	
4.2	Outreach development plan. Upload to EAGL before outreach activities begin.	
4.3	Upload Outreach materials and Outreach Summary document. Upload to EAGL before outreach activities begin. Provide a summary of this information in the Recipient Closeout Report (Task 1).	
4.4	Bi-lingual Educational materials. RECIPIENT will identify language needs of communities and translate materials as needed. Provide ECOLOGY with either a plan to develop educational materials to the needed languages, or the final translated materials.	
4.5	Participate in quarterly PIC Partnership meetings. Upload attendance sheet and meeting minutes to EAGL.	

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

BUDGET**Funding Distribution EG230190**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Centennial Grant

Funding Effective Date: 07/01/2022

Funding Type: Grant

Funding Expiration Date: 06/30/2025

Funding Source:

Title: Centennial-SFY23

Fund: FD

Type: State

Funding Source %: 100%

Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater projects.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: Yes

InKind Other Allowed: Yes

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

Centennial Grant	Task Total
Grant and Loan Administration	\$ 14,400.33
Landowner Outreach	\$ 12,100.00
Water Quality Monitoring	\$ 125,542.00
Pollution Identification and Correction, Technical	\$ 181,291.00

Total: \$ 333,333.33

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial Grant	25.00 %	\$ 83,333.33	\$ 250,000.00	\$ 333,333.33
Total		\$ 83,333.33	\$ 250,000.00	\$ 333,333.33

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

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Project Title: Black Lake Pollution Identification and Correction Project

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“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

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“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

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a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

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e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section

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319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this

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agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an

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independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facweb.census.gov/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Unique Entity Identifier (UEI) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a UEI number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.?

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

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The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this

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agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

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B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of

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ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute

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a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this

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agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

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RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

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Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient

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ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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ECOLGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set

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out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

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

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

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2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No:

WQC-2023-ThCoPH-00177

Project Title:

Black Lake Pollution Identification and Correction Project

Recipient Name:

Thurston County Public Health and Social Services

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQC-2023-ThCoPH-00177
Project Title: Black Lake Pollution Identification and Correction Project
Recipient Name: Thurston County Public Health and Social Services

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQC-2023-ThCoPH-00177

Project Title: Black Lake Pollution Identification and Correction Project

Recipient Name: Thurston County Public Health and Social Services

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

WATER QUALITY DATA REPORT

BLACK LAKE WATERSHED POLLUTANT MONITORING: PHASE 2



**Prepared for
Black Lake Special District**

**Prepared by
Herrera Environmental Consultants, Inc.**



Note:

Some pages in this document have been purposely skipped or blank pages inserted so that this document will print correctly when duplexed.

WATER QUALITY DATA REPORT

BLACK LAKE WATERSHED POLLUTANT MONITORING: PHASE 2

Prepared for
Black Lake Special District
120 State Avenue Northeast, No. 303
Olympia, Washington 98501

Prepared by
Herrera Environmental Consultants, Inc.
2200 Sixth Avenue, Suite 1100
Seattle, Washington 98121
Telephone: 206-441-9080

May 19, 2021

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EXECUTIVE SUMMARY

Black Lake has naturally high nutrient levels that result in cyanobacteria (blue-green algae) blooms that produce the toxin microcystin. These blooms have occurred in most years since routine lake monitoring began in 1992. Black Lake is more eutrophic than most lakes in western Washington. Compared to 89 other lakes in the region, the abundant algae and poor water clarity of Black Lake put it in the worse 6 to 12 percent of all lakes, respectively. (Herrera 2021). As part of their commitment to improving water quality in Black Lake, the Black Lake Special District (District) contracted with Herrera Environmental Consultants, Inc. (Herrera) to prepare the Black Lake Phosphorus and Algae Control Plan (Herrera 2015) and Alum Treatment Plan (Herrera 2016).

Black Lake was treated with buffered aluminum sulfate (alum) in April 2016 to inactivate internal sources of phosphorus, increase water clarity, and reduce cyanobacteria blooms (Herrera 2017a). The 2016 alum treatment was effective at reducing toxic cyanobacteria blooms for 5 years, but not meeting all water quality objectives established by the treatment plan. The District recently performed a second alum treatment in April 2021 to reduce phosphorus and increase water clarity in the lake. The District understands the importance of controlling watershed phosphorus sources to increase the longevity of the alum treatment, and further recognizes that septic systems are a potential source of watershed phosphorus loading based on their abundance in the watershed and past observations of high fecal coliform bacteria concentrations in drainage to the lake.

The District contracted with Herrera to monitor fecal coliform bacteria and phosphorus in major streams and storm drains flowing into Black Lake to identify potential contamination from onsite sewage systems (OSS) that was conducted in two phases. Herrera monitored one storm event and one base flow event at 15 drainages to the lake in 2019 for the Phase 1 study of pollutant sources to Black Lake. Herrera conducted water quality monitoring during two separate storm events for Phase 2. The first event sampled nine upland drainage sites that were identified in Phase 1 to potentially be contaminated by septic systems. The second event was conducted by boat along the entire lake shoreline, testing for the presence of optical brighteners in all 26 lake outfall drainages observed and in the lake itself between each outfall. Field results of optical brighteners, which are present in laundry detergent and not adsorbed in septic tank drain fields, were used to select eight "hot spot" drainages for laboratory analysis to quantify septic system inputs to the lake. A total of 17 water samples from the upland (U) and lake (L) sites were tested for concentrations of human biomarker HF183, total phosphorus, and fecal indicator bacteria (fecal coliform and *E. coli*).

Based on the human biomarker HF183 results, low to moderate amounts of septic tank effluent were consistently observed in three drainages to Black Lake:

- Sites U3 and L25 located on a small unnamed stream near 7415 Lakeside Street Southwest and 74th Avenue Southwest, discharging to the southwest lake shore at a property where the owner reported that the stream had smelled like sewage in the past.
- Sites U5 and L14 located on a small unnamed stream near 4409 Black Lake Boulevard Southwest and Goldsby Street Southwest, discharging to the northwest lake shore.
- Sites U11 and L9 located on a small unnamed stream crossing under 56th Avenue Southwest near 4244 56th Avenue Southwest, discharging to the east lake shore.

In response to the upland site findings, Thurston County Environmental Health (TCEH) reviewed septic system records for Site U5 drainage basin. The record review findings indicate that 13 of the 16 septic systems identified by TCEH in the Site U5 basin do not meet TCEH maintenance recommendations and, therefore, may have failed and been the source of the observed human biomarker and indicator bacteria contamination observed at the upland sampling Site U5 and the lake sampling Site L14.

It is recommended that TCEH enforce inspection and maintenance requirements by county code and state regulations, and ultimately verify proper function of these 13 septic systems to reduce contamination of Black Lake. In addition, TCEH should investigate septic system records for proper inspection and maintenance of all systems located in the Site U3/L25 basin and Site U11/L9 basin where low to moderate amounts of septic tank effluent were consistently observed.

Septic system investigation priorities from highest to lowest include:

1. Site U5/L14 basin draining to the northwest shoreline of the lake from 457 acres with a low soil infiltration rate and low (8 percent) impervious land cover.
2. Site U3/L25 basin draining to the southwest shoreline of the lake from 124 acres with a low soil infiltration rate and high (70 percent) impervious land cover.
3. Site U11/L9 basin draining to the northeast shoreline of the lake from 287 acres with a low soil infiltration rate and high (75 percent) impervious land cover.

It is recommended that the District conduct follow-up grab sampling at Sites U3, U5, and U11 during at two storm events to evaluate effectiveness of corrective actions implemented by TCEH. The samples should be analyzed for human biomarker HF183, total phosphorus, and indicator bacteria (fecal coliform and *E. coli*). In addition, the samples should be analyzed for a second human biomarker (BacV4V5) that was recently developed by the University of Wisconsin (Feng and McLellan 2019) and found at much higher concentrations than human biomarker HF183 in

septic tanks and drainages contaminated by septic tank effluent in the North Shore basin of Lake Whatcom (Herrera 2020).

As recommended from the Phase 1 study, the District should continue general environmental education of all District residents for proper maintenance of septic systems and best management practices for animal waste, lawn care, and stormwater runoff to reduce phosphorus loading to Black Lake.



Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date:

Date Created: 2/23/2023

Agenda Item #:

Created by: Angela Celestine, Administrative Assistant I - Public Works - 360-786-5833

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Karen Weiss, Public Works Assistant Director - Public Works - 360-867-2327**

Item Title:

Public Works Board Construction Loan for Country Club Rd NW at Green Cove Creek
Culvert Replacement, CP# 63023

Action Needed:

Class of Item:

List of Exhibits



PUBLIC WORKS BOARD
LOAN CONTRACT.pdf
PDF File
231 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

☐ PAO

☐ FinSvcs

☐ HR

☐ Budget Office

☐ CAO

☐ Other

Notes:

Budget Effect Summary? ☐

Recommended Action:

Move to approve the Washington State Public Works Board construction loan contract #PC23 - 96103-144 in the amount of \$4,500,000 with a 20-year loan term and 1.39% interest rate and authorize the Director of Public Works to execute the contract.

Item Description:

Thurston County Public Works has been awarded a \$4,500,000 Washington State Public Works Board construction loan for the Country Club Rd NW at Green Cove Creek Culvert Replacement project, CP# 63023. Awarded through a competitive process, Thurston County received the fourth highest project score from over 60 applicants.

The Public Works Board construction loan provides a favorable funding mechanism and terms for the Country Club Rd NW Culvert Replacement project. The loan term is for 20 years with an interest

rate of 1.39%. Interest and principal payments are estimated to be approximately \$260K annually. While the loan is considered a general obligation of the County, loan repayments will be made from the County Road Fund. The County may repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Thurston County Finance Committee has reviewed the Public Works Board construction loan and is recommending Board of County Commissioners approval of the loan.

As project background, the Country Club Rd NW at Green Cove Creek Culvert Replacement project will install a 180-foot long, two-lane road bridge on Country Club Rd NW over Green Cove Creek to replace a failing, damaged culvert. This permanent solution was identified after extensive engineering analysis and stakeholder engagement. The total estimated project cost is \$9.1 million, with planned funding as follows:

- \$1,884,000 County Road Fund
- \$2,566,000 REET 2 funding
- \$4,500,000 Public Works Board construction loan
- \$150,000 Stormwater Utility funding

In addition, Public Works will continue to apply for grant funding to offset the costs of this project.

This project is in the 2023 Public Works budget, 2023-2028 Transportation Improvement Program and Capital Improvement Program, and is in alignment with the County's Strategic Plan Initiative 8 to "Support robust and well-maintained infrastructure systems for a thriving community".

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 2/28/2023

CONTRACT FACE SHEET

Contract Number: PC23-96103-144

PUBLIC WORKS BOARD CONSTRUCTION LOAN CONTRACT

1. Contractor Thurston County 9605 Tilley Rd S Olympia, WA 98512		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$4,500,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2043
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID #	11. SWV # SWV0007436	12. UBI #	13. DUNS #
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Kathryn A. Gardow, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Date: Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: Thurston County
Loan Number: PC23-96103-144

PROJECT INFORMATION

Project Title: Country Club Rd NW at Green Cove Creek Culvert Replacement
Project City: Olympia
Project State: Washington
Project Zip Code: 98512

LOAN INFORMATION

Loan Amount: \$4,500,000.00
Total Estimated Cost: \$9,095,000.00
Total Estimated Project Funding: \$4,500,000.00
Loan Forgiveness % (if applicable): %
Loan Term: 20
Interest Rate: 1.39%
Payment Month: June 1st
Loan Reimbursement Start Date: November 5, 2022
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a general obligation of the LOCAL GOVERNMENT

SCOPE OF WORK

Install a 180-foot long, two-lane road bridge to replace the current sliplined culvert. The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction. The project needs to meet all applicable Local, State, and/or Federal standards.



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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

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

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the Contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the Contractor a Public Works Board construction loan for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

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

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

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

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**.

Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 21-02, or, as an alternative to completion of Governor's Executive Order 21-02, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to indemnify, defend and hold harmless the BOARD and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

- Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:
- Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

- Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
- Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate Loan Forgiveness and Term of Loan

The BOARD shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

The right of recapture under Section 2.31. Recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal; referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly.

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

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

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

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

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project Status Reports with each Invoice Voucher;
- B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;
- C. Quarterly Projection Invoice Reports;
- D. Certified Project Completion Report at project completion (as described in Section 1.13);
- E. Pictures of various stages of the project, and
- F. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

1.21 Termination for Convenience

The BOARD may terminate this Contract in the event that state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.



Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

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

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

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

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.09 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the PUBLIC WORKS BOARD including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding loans, and monitoring loans, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Loan.

In the event this contract is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.13 COPYRIGHT PROVISIONS

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

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

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

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

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 GOVERNING LAW AND VENUE

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

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

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

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.24 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board’s review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board’s name is mentioned, or language used from which the connection with the state of Washington’s or the Board’s name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31 RECAPTURE

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

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

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

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

2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37 SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

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

2.38 SURVIVAL

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

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

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

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

2.41 TERMINATION FOR CONVENIENCE

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

2.42 TERMINATION PROCEDURES

Upon termination of this contract, BOARD, in addition to any other rights provided in this contract.

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

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

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

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

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

Thurston County
PC23-96103-144

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the **Thurston County** (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney

Date

Name



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/8/2023

Agenda Item #:

Created by: Angela Celestine, Administrative Assistant I - Public Works - 360-786-5833

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Tim Wilson, Water Resources Manager - Public Works - 360-786-5831**

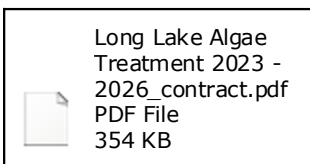
Item Title:

Long Lake Algae Control Contract Award 2023 - 2026

Action Needed:

Class of Item:

List of Exhibits



Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to award the contract for Long Lake Algae Control to AquaTechnex, LLC of Bellingham, WA for an amount not to exceed \$850,000, and to authorize the Director of Public Works to execute the contract.

Item Description:

On February 16, 2023, a total of one (1) proposal was received by a company specializing in aquatic algae management to conduct as needed, annual two-step phosphorus management applications for the Long Lake Management District for a maximum period of 4 years. This proposal was received in response to the request for proposal (RFP) advertised on January 26, 2023 in The Olympian and posted to the Thurston County RFP/RFQ/RFS opportunities webpage. The proposal was scored according to the RFP evaluation categories for contractor's qualifications, experience, field and data recording expertise, and reasonable cost estimate. The proposal from AquaTechnex, LLC was reviewed by Public Works staff; based on their evaluation, the contractor is qualified to perform the services and the cost estimate provided in the proposal is reasonable.

This contract will provide for planning and implementing phosphorus mitigation for algae control using Aluminum Sulfate and EutroSORB G (Lanthum), two phosphorus binding compounds that have demonstrated effective control of algae blooms in lake systems. The application of these products will follow the guidelines for Washington State Department of Ecology Aquatic Plant and Algae Management permit which Thurston County manages and maintains.

These applications will reduce excess phosphorous available in the water column that fuels algal blooms. Algal blooms can become toxic and have a profoundly negative impact on water quality and public health, as well as reduce recreational opportunities due to lake closures.

The phosphorus mitigation project and treatment planning are determined by county staff and the Long Lake Management District steering committee volunteers who work in partnership to complete work plans that improve and preserve the health of Long Lake.

This project is in alignment with the County's Strategic Plan Initiative 2 to "Improve community health, wellness and safety," and Initiative 9 to "Support environmental health and climate stabilization".

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/9/2023

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY / **AQUATECHNEX, LLC**
Long Lake Phosphorus Mitigation for Algae Control

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave S.E., Olympia, WA 98501, hereinafter "**COUNTY**," and **AQUATECHNEX, LLC**, with its principal offices at 1501 Fraser Street, Suite 107, Bellingham, WA 98228, hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below and shall terminate on December 31, 2023, unless extended by written Amendment to the Contract.

This Contract includes a base period of approximately 9 months, April 1, 2023 to December 31, 2023 and three (3) one-year option renewals that run from January 1 to December 31. The ultimate completion date will be December 31, 2026. Options will be exercised at the sole discretion of the County.

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

Long Lake phosphorus mitigation for algae control

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services documents, or other information identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:

Name of Representative: Kyle Langan

Title: Project Manager

Mailing Address: 1801 Van Wormer

City, State and Zip Code: Centralia, WA 98531

Telephone Number: 360-330-0152

Fax Number: _____

E-mail Address: kyle@aquatechnex.com

- b. For COUNTY:

Name of Representative: Cole Webster

Title: Aquatic Resource Specialist

Mailing Address: 9605 Tilley Road S., Bldg. B

City, State and Zip Code: Olympia, WA 98512

Telephone Number: 360-867-5830

Fax Number: _____

E-mail Address: cole.webster@co.thurston.wa.us

5. **COMPENSATION**

- a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **\$850,000.00** for the entire duration of the Contract.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the Contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any, and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the

CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than **\$2,000,000** per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to

limits of not less than **\$1,000,000** per loss. The general aggregate limit shall apply separately to this Contract and be no less than **\$2,000,000**.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Pollution Liability Insurance** shall be written on a Contractor's Pollution Liability form or other form acceptable to County providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy shall be no less than **\$2,000,000** per claim and aggregate.

e. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than **\$500,000** each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.

f. Other Insurance Provisions:

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees, and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

g. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
3000 Pacific Ave SE
Olympia, Washington 98501

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

9. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the

CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County

benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole

risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 18.

18. CHOICE OF LAW, JURISDICTION AND VENUE

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

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

19. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

20. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR:

Thurston County, Washington

Firm: Aquatechnex, LLC

By: _____

By: Terry McNabb

Title: Jennifer D. Walker

Signature: _____
(Authorized Representative)

Date _____

Date _____

Title: Manager

Address: P.O. Box 30824

Bellingham, WA 98223

Approved as to Form by the Prosecuting Attorney's Office
Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY / **AQUATECHNEX, LLC**
Long Lake Phosphorus Mitigation for Algae Control

SCOPE OF SERVICES

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

A. Background:

(1) Long Lake is a eutrophic and urbanized lake that is third in a trifecta of lakes draining to Woodland Creek. Long Lake is approximately 330 acres in size, with two equally sized large basins (referred to as the North and South Basins) connected by a narrow channel. Located in suburban Lacey, WA, it has many small coves and canals, along with large wetland areas. Water flows into Long Lake from the south through a series of wetlands and small channels from Pattison Lake then out to other small lakes and Woodland Creek. Other water sources for Long Lake are groundwater, springs, precipitation, and stormwater flow. The average depth of Long Lake is six meters, with variable depths throughout both basins. The lake experiences seasonal stratification during the warmer months. Typically, during these periods of stratification and during initial fall lake turnover is when algae blooms in Long Lake reach their peak before dissipating.

(2) Long Lake has a history of algae issues and treatment to mitigate and lessen the severity of the blooms.

(3) Phosphorus is prevalent in the water column during periods of stratification. Historical and current Total Phosphorus data is available electronically from Thurston County Environmental Health and shows recurrent high phosphorus levels during the warmer months. These data are available at <https://www.thurstoncountywa.gov/departments/public-health-and-social-services/environmental-health/water-quality>. The goal of this project is to continue sequestering the available phosphorus in the water column to provide longer term algae management and reduce the frequency and intensity of algal blooms in 2023 and beyond.

B. Site Particulars

(1) Hours of Operation

Work shall be conducted during standard business hours Monday through Friday 7am to 5pm. Weekend work will not be permitted due to heavy recreational use of the lake. The work season is expected to be late spring and could conclude mid-summer.

(2) Security/Access

The lake can be accessed from a public Fish and Wildlife boat launch. Contractor will be responsible for obtaining a permit from the Washington Department of Fish and Wildlife, Region 6, Lands Program Manager, Habitat Management Program to use the public boat ramps for the duration of the projects. The public Fish and Wildlife boat launch is the only source of lake access for the Contractor.

C. Scope

(1) The Contractor shall provide all materials, equipment and labor necessary to perform the posting of project areas to meet regulatory requirements and all activities associated with aquatic pesticide applications of Alum Sulfate and Phoslock (or approved equivalent products) to Long Lake.

(2) The algae management strategy in 2023-2026 will utilize Alum and Phoslock (or approved equivalent products) in a whole lake and partial lake treatment to sequester phosphorus available to algal cells and prevent algal blooms from forming. Other treatment options may be utilized subject to emerging technologies.

(3) Environmental sampling will be a requirement of this Contract to help inform dosage rates for pesticides.

(4) Repeat Treatment in the fall months prior to turnover may be required. Testing of soluble reactive phosphorus throughout the season will be conducted by Thurston County to determine phosphorus levels in the water. The results of testing will determine whether a second partial dose will be necessary prior to fall turnover.

(5) Contractor will be responsible for communication with Thurston County to follow the work plan, mobilization on the lake, all shoreline notifications, procurement of Alum, buffer and Phoslock (or approved equivalent products) and application of products on the Lake at application rates compliant with the Department of Ecology Aquatic Plant and Algae Management General Permit (APAM) will be the responsibility of the Contractor. Thurston County Public Works has current coverage under APAM permit and will be responsible for end of year reporting and water testing required following an aluminum sulfate treatment. More information on phosphorus sequestration requirements under this permit is available on Ecology's website at

<https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Aquatic-pesticide-permits/Aquatic-plant-algae-management>

(6) The tasks required for this Contract include, but are not limited to the following:

(a) Comply with all laws, regulations, permits, conditions, requirements, and Thurston County IPM Policy (<https://www.thurstoncountywa.gov/departments/public-health-and-social-services/environmental-health/pesticides-integrated-pest-management-ipm>) related to these projects, including posting affected parcels, and notifying all affected property owners.

(b) Using digital ARCGIS maps, shapefiles, and bathymetry provided by Thurston County, use high accuracy GPS equipment to treat areas during product application and provide documentation of treated areas, if requested.

(c) In selected areas, apply the phosphorus sequestration products in a manner that ensure aquatic life is not adversely impacted. This will require use of Bathymetry data to accurately calculate pounds or gallons of the product used across the treatment areas and consistent monitoring of pH during treatment to adjust buffer when applying alum. Monitoring the pH of the water during application is a requirement of this Contract.

(d) Apply Aluminum Sulfate and Phoslock (or approved equivalent product) in a safe manner that complies with all permits and achieves the desired concentrations in treatment sites as agreed upon between the Contractor and County staff.

(e) Maintain contact with County staff to report issues or problems and to provide expertise in project planning.

D. Permits

(1) Thurston County has existing permit coverage from the Washington State Department of Ecology's Aquatic Plant and Algae Management Permit for discharges associated with the control of nuisance and noxious submerged aquatic vegetation and phosphorus sequestration projects in Washington State. Permit coverage has been extended to the 2021-2026 Permit.

(2) The County shall be responsible for the initial Business and Residential Notifications for each control season. The Contractor shall be responsible for complying with all other conditions and requirements including shoreline posting, public notifications and providing documentation to the County of compliance with Ecology's permit. The Contractor shall also provide copies of both Ecology's and the provided Washington State Department of Agriculture's herbicide application reports to the County as applications proceed, and copies of the final state reports within a month following the last treatment. Although Alum and Phoslock are not herbicides, reporting daily usage of these products in a manner compliant with WSDA herbicide application records are required. Thurston County will issue work orders (Appendix I) for each treatment area on the lake as recommended by the Contractor.

E. Duration/Work Orders

The period of performance of this Contract will be from date of execution of the Contract to December 31, 2026 (if option renewals are exercised). Contractor will work with County staff to determine the best time to begin treatment based on biological activity in the lake. Work orders will be issued once treatment dates are agreed upon by the Contractor and County staff.

(1) Work Order Procedure:

(a) County staff will issue a request for proposal to Contractor for a delineated area/treatment zone of the lake requiring service.

(b) Contractor will submit a proposed scope, schedule, and price for the effort. Proposed price shall provide sufficient detail to include estimated quantities for product, equipment and labor at the pre-negotiated rates provided in the Rate Schedule incorporated into the Contract.

(c) Thurston County Healthy Lakes Program will review Contractor proposal and either accept or reject the proposal.

(d) Thurston County will issue an authorization to proceed with the Work Order.

(2) Payments:

(a) Invoices are to be submitted within 30 calendar days from completion of the work.

(b) Invoices are to be sent via email to the Thurston County Public Works Accounts Payable address: PWAP@co.thurston.wa.us. The email subject line should include the Contract # and Work Order # to identify the invoice.

(c) Invoices will be verified against the work order.

(d) Payments will be made within 30 calendar days from receipt of a proper invoice.

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

- A. Provide initial business residential notifications for each control season.
- B. Provide digital ARCGIS maps, shapefiles, and bathymetry and other information to assist Contractor with completing performance.
- C. Issue Work Orders for treatment areas using APPENDIX I (Attachment 1) for each treatment area on the lake.
- D. Testing of soluble reactive phosphorus throughout the season.
- E. APAM permit end of year reporting and water testing required following an aluminum sulfate treatment.
- F. Coordinate with other County departments or other consultants as necessary for the performance of the CONTRACTOR's services.
- G. Verify invoices against Work Orders and make payments within 30 calendar days from receipt of a proper invoice.

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ **AQUATECHNEX, LLC**
Long Lake Phosphorus Mitigation for Algae Control

COMPENSATION

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

A. Not to Exceed \$850,000 for the duration of the Contract.

B. Pricing for the Base Year is based on the below tables and will be used for negotiation of individual Work Orders.

Item	Description	Amount
1	Phase 1 – Whole Lake Alum Treatment (Spring Alum Application: 20,900 gallons, applied notices, posting, application equipment boats, sampling, and standby buffer)	\$ <u>65,000.00</u>
2	Phase 2 – Partial Lake EutroSORB Treatment (Spring Lanthanum Application: 21,000 pounds applied, notices posting, application equipment, forklift rental).	\$ <u>103,000.00</u>
3	Buffer for Alum commensurate with the pounds proposed for use in the lake	\$ <u>6,000.00</u>
4	BioBase Survey including bathymetry data, aquatic plant biovolume and sediment hardness	\$ <u>4,500.00</u>
5	Monitoring per requirements of the Ecology Aquatic Plant and Algae Management Permit (Alum treatment permit/required sampling: several lab parameters to be collected for the year following treatment at specified levels)	\$ <u>13,000.00</u>
	Total Items 1 through 5 (See Aquatechnex detailed cost break out)	\$ <u>191,500.00</u>

AQUATECHNEX, LLC estimated cost for the proposed approach:

Task	Material or Time	Cost Estimate
Begin monthly phosphorus monitoring of the water column, four samples at stations in the north and south basin. Sampling to start in April and run through October.	Travel to lake, boat used to collect samples, ship to lab, laboratory costs and reports	\$1,300.00 per month for \$9,100.00
Spring Alum Application	20,900 gallons applied, notices, posting, application equipment boats, sampling, and standby buffer	\$65,000.00
Alum treatment permit required sampling	Several lab parameters required to be collected for the year following treatment at specified intervals	\$13,000.00
Spring Lanthanum Application (this is an estimate, actual amount applied will be based on laboratory results of current Phosphorus levels present in the lake at time of treatment)	21,000 pounds applied, notices posting application equipment forklift rental. Note we are using 10% active ingredient	\$103,000.00
Total Phase One and Two Phosphorus mitigation with one treatment. Based on sampling and sediment levels we may want to do additional treatment year one.	2023 Season estimate	\$190,100.00
Sediment Sampling	Additional potential cost if requested	\$9,000.00
Optional Lanthanum treatment	We would like the option of doing a second Lanthanum treatment in the late summer/fall if conditions warrant and sediment sampling indicates it would be beneficial.	To be determined

Note: sales tax not included

Refer to Aquatechnex Proposal for additional details on break-out of costs

Rates:

Description	Rate
Mobilization of treatment, sampling vessels and equipment	\$2,000.00
Telescoping forklift rent per day	\$750.00
Alum and or EutroSORB treatment vessel per day	\$5,000.00
Posting vessel per day for shoreline signage	\$750.00
Labor applicator for signage posting per hour	\$75.00
Labor Scientist per hour planning, monitoring, application	\$110.00
Labor applicator support per hour	\$75.00
Storage trailer and truck for Calcium Carbonate per day	\$300.00
pH monitoring equipment per day	\$100.00
pH monitoring vessel per day	\$650.00
Clean up and demobilization	\$1,000.00
Biobase mapping vessel per day	\$1,000.00
Biobase scientist per hour	\$110.00
Biobase Computer processing and report	\$2,500.00
Aluminum Sulfate delivered to Boat Ramp	\$1.75/gal
EutroSORB (10% Lanthum modified clay product)	\$3.75/lb \$187.00/lb (P-captured)
Calcium Carbonate (Buffer for Alum)	\$7.50/lb

ATTACHMENT 1
PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/ **AQUATECHNEX, LLC**
Long Lake Phosphorus Mitigation for Algae Control
APPENDIX I

AQUATIC PESTICIDE APPLICATION RECORD

NOTE: This form must be completed the same day as the application and retained for seven years (Ref. Chapter 17.21 RCW)
Copy of completed application record must be submitted to Thurston County Noxious Weed Control within 72 hours of application

Date of application: _____
mm/dd/yyyy

Contractor Information

Company Name: _____

Address: _____

Phone Number: _____

Applicator's Name & License #: _____

Applicator's Name & License #: _____

Applicator's Name & License #: _____

Pesticide application provided for:
Thurston County Noxious Weed Control
11834 Tilley Road S.
Olympia, WA 98512
360-786-5576 (phone)
tcweeds@co.thurston.wa.us



NPDES PERMIT # _____

Location Information

1. Water Body Name	Exact Location, including Description of Treatment Area (Maps must be attached)	Target Species	Site ID#	Workorder#
2. Landowner Name				
1.				
2.				

Pesticide information (List all information for each pesticide, including any adjuvants used)

Full Product Name	EPA Registration No.	Concentration Rate Applied (% ppmv, ppbw, etc.)	Amount of Product (Concentrate) applied (oz)	Total amount of mix or RTU product applied (gal. or lbs.)	Amount of Product applied per acre	Total area treated in this application

Application information

1. Application Method	Apparatus License Plate Number	Temperature °F	Wind direction & est. speed	Start Time
2. Type of Equipment Used				Stop Time
1.				
2.				

Miscellaneous information

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Attach map of treatment area to this page

Contract No.:
Project Title: Long Lake Algae Control 2023 - 2026



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 3/6/2023

Agenda Item #:

Created by: Thomas Webster, Senior Program Manager - Public Health and Social Services - 360-867-2531

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Thomas Webster, Senior Program Manager - Public Health and Social Services - 360-867-2531**

Presenter #2: **Alex Persse, Affordable Housing Program Specialist - Public Health and Social Services - 360-867-2541**

Additional Presenters:

Item Title:

Public Hearing - Housing and Urban Development HOME ARP Plan and amendment
Program Year 2021 HUD Annual Action Plan

Action Needed:

Class of Item:

List of Exhibits



Draft HOME-ARP
Allocation Plan - Posted
to website.pdf
PDF File
1.81 MB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to close the public hearing.

Move to accept the HOME American Rescue Plan Act Allocation Plan and authorize the Department of Public Health and Social Services to submit the report to the Department of Housing and Urban Development by amending the Program Year 2021 HUD Annual Action Plan.

Item Description:

Under the American Rescue Plan Act (ARP), Thurston County has received a grant award of

\$3,053,476. These funds are intended to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations. Awards were allocated by formula to jurisdictions that qualify for HOME Investment Partnership Program allocations, which includes Thurston County.

In order to utilize these funds, known as HOME ARP, Thurston County is required by the U.S. Department of Housing and Urban Development (HUD) to develop a HOME ARP Allocation Plan and to amend its PY 2021 Annual Action Plan to incorporate the use of HOME ARP funds.

Thurston County's Citizen Participation Plan requires that the County make the plan available for public comment for 30 days and hold a public hearing before any substantial amendments to an Annual Action Plan. The Plan is required to be submitted to HUD by March 31, 2023.

The public comment period began on February 20, 2023.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐

Date Submitted: 3/6/2023



THURSTON COUNTY
*OFFICE OF HOUSING AND HOMELESSNESS
PREVENTION*

Draft HOME ARP Allocation Plan

February 2023

Contents

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Executive Summary

Background:

Thurston County has received an allocation of \$3,053,476 from the American Rescue Plan (ARP) which was allocated under the federal HOME Investment Partnership Program (HOME) administered by the U. S. Department of Housing and Urban Development. HOME ARP funds are to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. Prior to receiving HOME ARP funds, Thurston County is required to submit a HOME ARP Allocation Plan.

Consultation:

Thurston County sought input from a wide variety of local stakeholders to inform the needs and gaps in our local homeless crisis response system and around affordable housing needs. Thurston County utilized existing meeting structures as the primary mode of seeking input. In particular, the Thurston Thrives Housing Action Team (HAT), a group of community stakeholders and organizations that are committed to addressing affordable housing and homelessness, was consulted on two separate occasions.

Participating Groups in Consultation Process

- Housing Action Team
- Housing Authority of Thurston County
- Thurston Regional Planning Council
- Homeless Housing Hub
- Veterans Administration
- General public

Key comments from this consultation process included:

- With the expected loss of funding for homeless services, funding is needed to fill gaps in funding for homeless services.
- There is a severe lack of affordable housing in our community and all funding should go to create more units of affordable housing.
- There is a need for more shelter and housing options for those fleeing domestic violence.
- Low-Income Seniors are being priced out of housing and we need more housing options for seniors.
- With the ending of covid-related emergency rent assistance programs, there is a need for rental assistance.
- The funds should not be used to create/support projects that cannot be sustained. Do not build/acquire anything that requires operating funds, if those operating funds have not been identified.
- Need more affordable housing with accessibility features for vets with mobility challenges.

Needs Assessment and Gaps Analysis

Based primarily on data from the Homeless Management Informational System (HMIS), Thurston County compared its current inventory of emergency shelter, transitional housing, and

permanent supportive housing beds to the current population of those experiencing homelessness and determined the following gaps in housing for those experiencing homelessness:

- Families: Gap of 512 beds and 170 housing units
- Adults only: Gap of 726 beds and 678 housing units

Size and Demographic Composition of Qualifying Populations

Key statistics that highlight the size and demographics of those experiencing homelessness, at risk of homelessness, fleeing or attempting to flee, and other vulnerable populations in Thurston County include:

- American Indian and Alaska Natives, Black/African Americans, or Native Hawaiian and Pacific Islanders were more than twice as likely to be homeless compared to the overall Thurston County population.
- Of households enrolled in HMIS as of June 2022, 7% were veterans, 11% were fleeing domestic violence and 56% reported a disability.
- 14% of individuals enrolled in HMIS as of June 2022 were over the age of 55.
- According to the 2021 Thurston Regional Planning Council Housing Needs Assessment, there are 9,025 households in Thurston County living at or below 30% of Area Median Family Income.
- 82 individuals (HMIS, extracted December 2022), approximately 10% of the sheltered and unsheltered homeless population are fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking.

Determining the Unmet Need

Key statistics that highlight the unmet housing and services needs of those experiencing homelessness, at risk of homelessness, fleeing or attempting to flee, and other vulnerable populations in Thurston County include:

- By the year 2045, the county will need at least 1,238 more emergency housing/shelter beds for both unsheltered adults without dependents and families with dependents.
- Thurston County will need approximately 3,075 more permanent supportive housing units available to individuals and families living at 0-30% AMI by the year 2045.
- 27% of the senior population in Thurston County spent more than one third of their income on housing.
- On average between January of 2022 and December of 2022 there were 94 DV survivors turned away per month (SafePlace Olympia, 2023) from shelter.
- Thurston County is experiencing a 40-50% drop in document recording fees, which is a primary revenue sources for funding homeless services.

Proposed Use of HOME ARP Funding

Thurston County proposes to allocate HOME ARP Funding as follows:

- 47.5% for Supportive Services, to be allocated over 3 years
- 47.5% for Development of Affordable Rental Housing
- 5% for Administration

Thurston County will identify specific supportive services and affordable housing development activities that it will support with HOME ARP funds by issuing a Request for Proposals (RFP). The RFP that the County will issue to allocate HOME ARP funds will indicate that all eligible service activities and affordable housing development projects will be considered. It is Thurston County's intent to fund a range of activities that ensure that all eligible populations have access to at least one funded activity.

Consultation

Describe the consultation process including methods used and dates of consultation:

Thurston County sought input from a wide variety of local stakeholders to inform the needs and gaps in our local homeless crisis response system and around affordable housing needs. Thurston County utilized existing meeting structures as the primary mode of seeking input. In particular, the Thurston Thrives Housing Action Team (HAT) is a group of community stakeholders and organizations that are committed to addressing affordable housing and homelessness. The group meets monthly and is regularly attended by 30-50 participants, primarily representatives of local non-profit organizations. Types of groups represented at the HAT include, but are not limited to non-profit developers, shelter providers, outreach providers, domestic violence shelter providers, advocates, community residents, veteran groups, social service agencies including those focused on families, youth, and seniors, the Housing Authority, and elected officials. Thurston County engaged with HAT members on two separate occasions, first on December 14, 2022 when an overview of HOME ARP was provided and initial input was received. A second HOME ARP Community Meeting was held for HAT members and other community stakeholders on January 13, 2023 during which additional input was sought including input on possible activities and prioritization were discussed.

The Homeless Housing Hub (HHH) is a sub-team of the HAT and is a group of non-profit homeless services providers. This group meets monthly and County staff met with HHH members during its December 19, 2022 meeting to discuss specific gaps and needs as perceived by homeless services providers.

One-on-one meetings were held with other agencies during December 2022 and January 2023 to solicit specific input from types of agencies, including the Housing Authority of Thurston County, the Thurston Regional Planning Council, and the Veterans Administration.

In addition to asking about priority populations and activities as part of the consultation process, stakeholders were encouraged to share data their organizations collect to inform the needs and gaps analysis section. Among the organizations that provided information was South Sound Senior Center, North Thurston Public Schools, Northwest Justice Project on fair housing, and data from Washington State Department of Commerce on human trafficking.

List the organizations consulted:

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Housing Authority of Thurston County	Housing Authority	Virtual Meeting	Recommend funding fewer projects, rather than spreading the money across several projects. Use

			some funding to fill service gap, if needed, but most of money should go to creation of new units. Saw seniors as a priority population.
Housing Action Team	Community stakeholder	Virtual Meeting	Wide range of thoughts and ideas, including a focus on creating new units, supporting the existing homeless system, prioritizing those fleeing DV and identified a need for more DV shelter beds.
Thurston Regional Planning Council	Quasi-governmental	Virtual Meeting	Provided resources and insights to inform the needs and gaps analysis.
Homeless Housing Hub	Local Continuum of Care	Virtual Meeting	Don't support a project that can't be sustained, don't narrow prioritization to a single sub-population, preventing homelessness is less expensive and is less well funded, use the funds to support on-going initiatives such as Built for Zero or Anchor Communities Initiative, split between TBRA and services, 1/3 for Rapid Rehousing/Diversion and 2/3 for affordable housing, need to create spaces for seniors.
Community Meeting	Community organizations	Virtual Meeting	Attended by 15-20 representatives of local organizations. Lots of gaps in our homeless system. Expect funding gap for homeless services. Some participants supported a continuum of housing approach from shelter to transitional housing to PSH operated by multiple agencies. Others encouraged funds to be used for affordable housing.
General public	General public	Survey	As part of Consolidated Plan survey, which was posted on local jurisdiction's social media and web pages and distributed to email listservs, HOME ARP questions were included. 51 people responded. Persons experiencing homelessness and those at risk of homelessness were identified as

			the populations that should be prioritized, but all populations received at least 25% support. Development of affordable housing and supportive services were the two activities that received the greatest support.
Veterans Administration	Government Agency	Virtual Meeting	Anticipate receiving additional VASH vouchers. Biggest challenges are serving those without an honorable discharge, and lack of accessible affordable housing or housing units on first floor to serve vets with disabilities. Have shelter beds set aside for vets, but many don't feel safe in congregate settings.

Summarize feedback received and results of upfront consultation with these entities:

The input Thurston County received during the consultation process reflects a wide variety of needs throughout our community. Key comments include:

- With the expected loss of funding for homeless services due to decrease in document recording fees, funding is needed to fill anticipated gaps in currently funded homeless services.
- There is a severe lack of affordable housing in our community and all funding should go to create more units of affordable housing.
- There is a need for more shelter and housing options for those fleeing domestic violence.
- Low-income seniors are being priced out of housing and we need more housing options for seniors.
- With the ending of Covid-related emergency rent assistance programs, there is a need for rental assistance.
- The funds should not be used to create/support projects that cannot be sustained. Do not build/acquire anything that requires operating funds - if those operating funds have not been identified.
- Funds should be used in alignment with and to support system-wide initiatives to end youth and young adult homelessness and chronic adult homelessness, such as Built for Zero and Anchor Communities.
- Consider having a project that multiple agencies can collaborate to support, to create a continuum of housing from shelter to transitional housing to affordable housing.
- Need more affordable housing with accessibility features for vets with mobility challenges.

Public Participation

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- **Date(s) of public notice: 2/20/2023**
- **Public comment period: start date – 2/20/2023 end date – 3/21/2023**
- **Date(s) of public hearing: 3/21/2023**

Describe the public participation process:

Enter narrative response here.

Describe efforts to broaden public participation:

- Thurston County followed its established process for advertising public hearings, which includes presenting information to the Board of County Commissioners in a public meeting, posting legal notice in The Olympian newspaper, posting the Plan on the County's website, and making a hard copy of the Plan available from County offices.
- In addition to these steps, the Plan was presented to the Regional Housing Council, which is a public meeting and includes elected representatives from Thurston County, and the Cities of Olympia, Lacey, Tumwater and Yelm.
- Thurston County distributed the draft plan and information about the public hearing to its email lists of interested service providers and community stakeholders.
- Thurston County staff also presented the plan to the Housing Action Team and requested input from the group of local stakeholders and advocates.

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:

To be entered after public hearing

Summarize any comments or recommendations not accepted and state the reasons why:

To be entered after public hearing

Needs Assessment and Gaps Analysis

Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units

Emergency Shelter	56	21	123	40	5								
Transitional Housing	58	20	31	18	0								
Permanent Supportive Housing	37	12	194	190	50								
Other Permanent Housing													
Sheltered Homeless						117	208	10	20				
Unsheltered Homeless						128	220	18	62				
Current Gap										512	170	726	678

Suggested Data Sources: 1. Point in Time Count (PIT); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation

Narrative

Data in the above Homeless Needs Inventory and Gap Analysis Table reflects Thurston County regional data from the Homeless Management Informational System (HMIS) extracted in December 2022, the 2022 Thurston County and City of Olympia Needs Assessment and Market Analysis for HUD Consolidated Plan, and consultation with various agencies throughout our community. We selected regional data that reflects the county's gaps in housing and shelters while also including numbers reflective of current projects underway, which include more than 120 permanent supportive housing units that will serve families and single adults, to address those gaps.

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

1. Homeless as defined in 24 CFR 91.5

- a) 783 individuals (HMIS, extracted December 2022)
- b) The Thurston Regional Planning Council reports that as of 2019, persons of color (those identifying as Hispanic, Latino, or a race other than white) were disproportionality represented.
 - a. American Indian and Alaska Natives, Black/African Americans, or Native Hawaiian and Pacific Islanders were more than twice as likely to be homeless compared to the overall Thurston County population.
- c) Of households enrolled in HMIS as of June 2022, 7% were veterans, 10% were fleeing domestic violence and 56% reported a disability.
 - a. Of those reporting a disability, 50% reported a chronic health disability, 44% a physical disability, 40% a mental health disability, 22% a substance use dependency and 25% a developmental disability.
- d) 14% of individuals enrolled in HMIS as of June 2022 were over the age of 55.

2. *At Risk of Homelessness as defined in 24 CFR 91.5*

- a) According to the 2022 Thurston County and City of Olympia Needs Assessment and Market Analysis prepared for the 2023-2027 HUD Consolidated Plan, 13% of Thurston County households, and 17% of Olympia households, are severely cost burdened, paying more than 50% of their income toward housing. The households most impacted are low-income renters. Seventy-three percent (5,780) of rental households earning 30% or less of HUD Area Median Family Income (HAMI) are severely cost burdened. There are no races or ethnicities in Thurston County with a disproportionate severe housing cost burden.
- b) According to the 2021 Thurston Regional Planning Council Housing Needs Assessment, there are 9,025 households in Thurston County living at or below 30% of Area Median Family Income.
- c) In 2019, more than one quarter of the senior population in Thurston County, approximately 27%, spent more than one third of their income on housing (Ambrogio, TRPC). Rent has increased 32-35% in Thurston County since 2017 and home prices have increased 61% in the same time period (Thurston County and City of Olympia Needs Assessment, 2022) Seniors are largely living on fixed incomes, which have not increased at the same rate as housing costs, thereby increasing their risk of homelessness.

3. *Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice*

- a) Eighty-two individuals (HMIS, extracted December 2022), approximately 10% of the sheltered and unsheltered homeless population, are fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD.

4. *Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice*

- a) According to the Thurston Regional Planning Council's 2021 Housing Needs Assessment, the Housing Authority of Thurston County (HATC) assists 1,989 households with rental assistance vouchers. About 75% of voucher holders are either elderly or disabled, and more than 85% have an income of 30% or less of the area median family income.
- b) HATC currently has 2,070 Housing Choice Vouchers. (Public Housing Analysis, 2022)
 - a. 88% of those vouchers (1,815) are issued and leased as of December 2022.
- c) HATC has 475 project-based vouchers (Public Housing Analysis, 2022)
 - a. 105 VASH (Veteran's Affairs Supportive Housing) vouchers
 - b. 425 Non-Elderly Disabled (NED) vouchers
 - c. 68 Family Unification Program vouchers

- d. 140 Mainstream (Homeless, Non-Elderly Disabled) vouchers
- d) Veterans
 - a. Around 7% of the homeless population are veterans (HMIS, 2022)

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing (Optional):

- 1) Congregate and non-congregate shelter units:
 - a. Countywide, there are currently 245 emergency shelter beds available across 13 locations. Two of these are 24/7 low-barrier shelters for youth/young adults/families with minors' population and 4 are low-barrier shelter options for single adults.
 - b. Thurston County has continuous stay and higher barrier shelters, which have beds assigned to individuals who have been prioritized through Coordinated Entry vulnerability assessments.
 - c. During the cold weather months, November 1- April 30, two shelters are contracted through the county to provide extra bed nights to accommodate for unsheltered households to escape the weather.
- 2) Supportive Services
 - a. Thurston County has adopted a Treatment Sales Tax (TST) as a local funding stream to work alongside federal and state funding to meet health and substance use needs in Thurston County.
 - i. Programs funded with TST aim to reduce justice involvement, emergency room use, health care costs, and public assistance.
 - ii. In 2020, \$6.9 million was generated in tax revenue.
 - b. Thurston County uses both local and state funds to maintain a variety of supportive services that serve the qualifying populations. In 2022, \$11.9 million dollars were spent on supportive services.
- 3) Tenant-Based Rental Assistance
 - a. Currently, the Housing Authority of Thurston County (HATC) assists over 5,000 people in various housing voucher programs.
 - i. Housing Choice (HCV) Voucher Program is the largest voucher program, serving 2,070 households that earn 50% or less of the area median income.
 - ii. The HCV program's budget for 2022 was \$16,769,030. The per unit cost in July 2022 was \$801.66. This leaves an approximate gap of \$443.34 for a one-bedroom apartment and \$654.34 gap for a two-bedroom apartment.
 - iii. Within the HCV programs, 68 vouchers were issued as Emergency Housing Vouchers, 105 were issued as Veterans Affairs Supportive Housing (VASH) vouchers, 68 were issued as part of the Family Unification Program, and 140 were issued as mainstream vouchers to assist non-elderly persons with disabilities.
 - b. Thurston County receives federal and state dollars to provide rental assistance. The total amount distributed in 2022 was approximately \$49 million.

- 4) Affordable rental housing and permanent supportive rental housing
 - a. In 2022, Thurston County created a Home Fund from a sales and use tax of one-tenth of one percent. This tax applies throughout all of Thurston County, except in the cities of Olympia and Tenino, as each of those jurisdictions passed their own Home Fund sales tax legislation. The County and the City of Olympia have agreed to combine their Home Funds, creating a Local Home Fund, with all of Thurston's and 60% of Olympia's funds. The intent of these funds is to create affordable housing for those whose income is 60% of Area Median Income (AMI) or below. The anticipated collection of these funds is \$5.5 million per year.
 - b. Currently in Thurston County there are approximately 483 permanent supportive housing units available to serve all populations across 21 projects.
 - c. There are 2,889 low-income rental units spread throughout 27 locations in Thurston County, which are funded in part through Washington State Housing Finance Commission's federal housing tax credits.

Describe the unmet housing and service needs of qualifying populations:

Homeless as defined in 24 CFR 91.5

- a) There is a lack of emergency sheltering options in Thurston County. We estimate that by the year 2045, the county will need at least 1,238 more emergency housing/shelter beds for both unsheltered adults without dependents and families with dependents.
- b) This lack of emergency shelter includes the need for on-demand shelter nearest to an individual's or family's most recent permanent address. The majority of shelter operations are centralized within the City of Olympia, decreasing accessibility for members of other jurisdictions.
- c) Thurston County has a clear lack of available permanent supportive housing for those who need services in order to maintain their housing.
 - a. It is anticipated that Thurston County will need approximately 3,075 more permanent supportive housing units available to individuals and families living at 0-30% AMI by the year 2045, according to the Thurston Regional Planning Council.

At Risk of Homelessness as defined in 24 CFR 91.5

- a) There is a lack of affordable housing for households that make 30 percent or less of the area median family income and who are most likely to be cost burdened or severely cost burdened by their housing. There is a projected need of 17,346 more units that are affordable to <50% AMI over the next 25 years.
 - a. While some households may opt to spend more than 30% of their income on housing expenses, most – especially at lower income brackets – do so because there is not enough affordable housing available.

- b) The population of people 65 and older has been steadily increasing in Thurston County since 2010, at which time seniors represented 13% of the county's population. In 2020, seniors represented 18% of the population.
 - a. In 2019, more than one quarter of the senior population in Thurston County, approximately 27%, spent more than one third of their income on housing.
 - b. Rent prices continue to increase, impacting the senior population heavily as they are often subsisting on a fixed income. As the number of seniors living in Thurston County increases, we anticipate the gap in affordable senior housing will continue to widen.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

- a) There is a severe shortage of Domestic Violence, Sexual Assault, and Human Trafficking shelter space. The existing shelter is only eligible for Domestic Violence survivors, and the demand is much higher than the capacity. On average between January of 2022 and December of 2022 there were 94 DV survivors turned away from shelter per month (SafePlace Olympia, 2023). As each survivor can stay in the shelter between 60 and 90 days; there is an estimated shortage of DV shelter capacity of over 2,000 beds annually in Thurston County.
- b) There is no existing shelter for Sexual Assault and Human Trafficking in Thurston County.
- c) Due to the shortage of affordable, low-barrier housing in Thurston County, survivors spend more time in shelters than necessary. More accessible, affordable housing could potentially divert survivors from the shelter system and/or reduce the amount of time they are in shelter. In turn, existing shelters would be able to serve more survivors.
- d) Several services available to this qualifying population have been reduced or discontinued due to a lack of funding. For example, a legal services assistance program at the only Domestic Violence Shelter in Thurston County was reduced by half, drastically decreasing the number of survivors it can assist. Funding to fill gaps in service dollars are needed to continue providing necessary services to this population.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice

- a) Veterans
 - a. A representative of Veteran Affairs reported that they have been issued 110 VASH vouchers for veterans in Thurston County.
 - i. Majority of the vets the VASH vouchers are issued to are disabled or have unique housing needs (i.e., handicap accessible, first floor units, multi-bedroom units for families) that can be difficult to find in the current affordable housing stock.

- b. There are approximately 30 veterans on the Thurston County Coordinated Entry list that are awaiting shelter and housing options.
- c. There is a gap in veteran services available to those without an honorable discharge.
- d. Although there are veteran-specific shelter beds available, it is reported that many don't feel safe in congregate settings and therefore those beds are not utilized to their full capacity.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

1) Shelter

- a. There is a lack of emergency sheltering options in Thurston County. We estimate that by the year 2045, the county will need at least 1,238 more emergency housing/shelter beds for both unsheltered adults without dependents and families with dependents. This lack of emergency shelter includes the need for on-demand shelter nearest to an individual's or family's most recent permanent address.
- b. While shelter should be available on demand to any household experiencing homelessness, it is viewed by many of our homeless system's stakeholders as a temporary solution and permanent housing is a high priority throughout the region.

2) Permanent Supportive Housing

- a. Thurston County has a clear lack of available permanent supportive housing for those who need services in order to maintain their housing. It is anticipated that Thurston County will need approximately 3,075 more permanent supportive housing units available to individuals and families living at 0-30% AMI by the year 2045, according to the Thurston Regional Planning Council.
- b. Currently there is projected over \$70 million for development of permanent supportive housing and an additional investment of at least \$250 million is needed. This does not include estimates for annual operations funding.

3) Affordable Housing

- a. There is a lack of affordable housing for households that make 30 percent or less of the area median family income and who are most likely to be cost burdened or severely cost burdened by their housing. There is a projected need of 17,346 more units that are affordable to <50% AMI over the next 25 years.
- b. There is a particular need for affordable housing for seniors. These needs are currently being addressed with projects from South Puget Sound Habitat for Humanity and the Housing Authority of Thurston County.

4) Service Delivery

- a. Through our consultation, we heard that there are significant gaps in services that are individualized to people's needs. For instance, even when housing is available for people exiting homelessness, barriers may still exist that prevent an individuals from remaining in housing.

- b. With the anticipated decrease in document recording fees, there is an expected funding gap in the coming years for services that provide necessary support to the county's homeless services system. We have identified this gap as a top priority to address in order to maintain and sustain these vital services.
- c. The most in demand services we identified in our consultations include mental health and substance use treatment services. We also identified the need for services that assist households fleeing domestic violence, veterans, and people living with disabilities
- d. In summary, unmet service needs are very diverse and need to be tailored to the population utilizing them.

Under Section IV.4.2.ii.G of the HOME-ARP Notice, a PJ may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP allocation plan. These characteristics will further refine the definition of “other populations” that are “At Greatest Risk of Housing Instability,” as established in the HOME-ARP Notice. If including these characteristics, identify them here:

Thurston County will not provide additional characteristics associated with instability and increased risk of homelessness.

Identify priority needs for qualifying populations:

The priority need for qualifying populations are affordable housing, permanent supportive housing, and supportive services.

In our consultation, we consistently heard the need for affordable housing options for all the qualifying populations, including supportive housing for the homeless. We also heard the need for increased shelter capacity and understand that shelters will continue to be overfilled if there is no available or appropriate housing for people to transition to. Therefore, housing with accompanying services is the highest priority.

As the balance of several funding sources may be much lower than in previous years, we have also indicated supportive services as a high priority. In order to maintain the services that currently exists and expand them, we must fill the gaps in funding.

Explain how the PJ determined the level of need and gaps in the PJ's shelter and housing inventory and service delivery systems based on the data presented in the plan:

Thurston County staff initiated the planning process with an inventory of relevant data, plans, and strategies. The data sources include the Thurston County Consolidated Plan, the Thurston Regional Planning Council Housing Needs Assessment and the Assessment of Fair Housing. We then collected additional qualitative and quantitative data through surveys, presentations, informal and formal discussions, and interviews with individuals and agencies who provide housing and services to qualified populations.

To identify gaps and priorities, staff compared data on needs with current and incoming resources that will be dedicated to those needs. We prioritized needs based on that data we received from outside organizations and our own internal data, while keeping in mind future sources of funding.

HOME-ARP Activities

Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:

Thurston County will issue a Request for Proposal (RFP) to allocate funding for both homeless services and affordable housing development. Thurston County is creating two advisory boards to support and inform the Regional Housing Council (RHC), which is a body of elected officials from Thurston County and the cities of Olympia, Lacey, Tumwater and Yelm. The RHC makes funding recommendations to the Thurston County Board of County Commissioners for final approval. The two advisory boards are the Affordable Housing Advisory Board and the Homeless Services Advisory Board. Each board is comprised of residents of Thurston County with a range of expertise and experiences, including those with lived experience of homelessness or living in subsidized housing and by people who have identities over-represented in the homeless crisis response system. The Affordable Housing Advisory Board will review and rate applications submitted to develop affordable housing. The Homeless Services Advisory Board will review and rate applications submitted to provide supportive services.

The RFP will be overseen by Thurston County's Office of Housing and Homeless Prevention (OHHP). OHHP staff will ensure that selected projects meet HOME ARP eligibility criteria and are in alignment with this Plan.

Prior to issuing the RFP, working with the Advisory Board and the Regional Housing Council will establish the criteria by which applications will be reviewed.

Describe whether the PJ will administer eligible activities directly:

Thurston County will enter into subrecipient contracts with selected organizations to carry out approved eligible activities. Thurston County will conduct oversight and monitoring of subrecipients.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

No portion of Thurston County’s HOME-ARP administrative funds were provided or will be provided to a subrecipient or contractor prior to the submission or acceptance of this HOME-ARP allocation plan.

In accordance with Section V.C.2. of the Notice (page 4), PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 1,450,402		
Acquisition and Development of Non-Congregate Shelters	\$ 0		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 1,450,401		
Non-Profit Operating	\$ 0	# %	5%
Non-Profit Capacity Building	\$ 0	# %	5%
Administration and Planning	\$ 152,673	5 %	15%
Total HOME ARP Allocation	\$ 3,053,476		

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:

Thurston County will identify specific supportive services and affordable housing development activities that it will support with HOME ARP funds by issuing a Request for Proposals (RFP). The RFP that the County will issue to allocate HOME ARP funds will indicate that all eligible service activities and affordable housing development projects will be considered. It is Thurston County’s intent to fund a range of activities that ensure that all eligible qualifying populations have access to at least one funded activity. Because of the wide range of needs and gaps identified, Thurston County does not want to pre-determine or limit the proposals received under its RFP.

Fifty percent of the funds, minus the administration and planning costs incurred by the County, will be directed to eligible services activities. Although Thurston County will not specify a preference or limitation on the use of these funds, it is expected that “homeless” and “fleeing or attempting to flee” will be the primary populations that are served by supportive services activities. If projects are selected that have limitations on who is eligible for the service, Thurston County will select at least one project that serves all eligible qualifying populations.

Fifty percent of the funds, minus the administration and planning costs incurred by the County, will be directed to development of affordable housing activities. Thurston County will require that at least one selected project must be accessible to the at-risk of homelessness population.

While specific projects may have preferences and/or limitations on what eligible qualifying population is served, through the combination of services and affordable housing projects that are supported with HOME ARP funds, Thurston County will ensure that all eligible populations are able to access at least one activity. If necessary, Thurston County will amend its HOME ARP allocation plan to account for any funded projects that have preferences or limitations.

In making this determination, Thurston County considered the following factors:

- Input from local agencies that are supported by the data captured in the needs assessment and gaps analysis reflect that there are multiple needs and gaps in our affordable housing and homeless response system.
- Due to an anticipated drop in state and local resources that come from document recording fees, there will be an across the board reduction in funding to support existing homeless services activities. HOME ARP funds offer a valuable resource that can help fill this system-wide funding gap.
- Thurston County did consider giving preference to the following eligible populations based on input from community members, but decided against selecting a specific eligible population for prioritization. Activities that support these populations will be considered as part of the open RFP process.
 - o Seniors. Housing and services were identified as a need. There are several senior housing projects that are projected to occur in the coming years, including Unity Commons Phase II rental housing, and Housing Authority of Thurston County Tumwater Inn that will focus on seniors. Therefore, it was determined that prioritizing seniors was not a higher need than other populations.
 - o Shelter for those fleeing domestic violence. It is recognized that expanding shelter capacity is a need in our community with a particular need to expand shelter capacity for those fleeing; however, without an ongoing source of operating funds identified, the County has concerns around expanding capacity that cannot be sustained. Funding allocated for services under the HOME ARP RFP that is planned may support services for this population.
 - o There are several affordable housing projects and service programs that serve veterans in Thurston County. As Joint Base Lewis-McChord is partially located in Thurston County, there is a strong presence of veterans in our community. Supporting veterans has long been a priority for our community and will continue to be a priority. Because of existing resources dedicated to support veterans, there is not a need to prioritize veterans over other eligible populations with HOME ARP funds.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The needs assessment and gap analysis reflect needs across our community that could be supported with HOME ARP funds.

In selecting the activities, Thurston County made the following considerations:

- The reduction in local document recording fees, which is tied to the broader housing market and rising interest rates, compelled the County to allocate 50% of the HOME ARP funding to services. These funds will be allocated over three years, resulting in just under \$500,000 of funding for services per year.
- Rental assistance through tenant-based rental assistance programs is a need in our community. Through the Department of Treasury's Emergency Rent Assistance Program and other state programs, Thurston County distributed over \$50 million in rent and utility assistance since the start of the COVID-19 pandemic. As those programs wind down, with funding from Washington State, a new long-term eviction prevention rent assistance program is beginning. While rent assistance continues to be a need for those at-risk of homelessness, the new state-funding program provides a path for helping to reduce the need for TBRA.
- There is a clear need to increase shelter capacity in Thurston County, including for those people fleeing domestic violence/sexual assault. Through the Washington Governor's Right-of-Way initiative, Thurston County will be expanding its shelter capacity over the next few years with the acquisition of a hotel and the creation of a tiny-home village. The hotel will be used as emergency housing for the next few years before being converted to permanent supportive housing. While those projects will result in increased capacity, the County decided not to utilize HOME ARP funds to acquire or develop additional non-congregate shelter capacity due to the uncertainty of having sufficient funding to sustain operations of new shelter beds.
- There is a severe shortage of affordable housing in Thurston County, as reflected in the needs assessment and gaps analysis. There is an argument to be made that all HOME ARP funds should go to develop more affordable housing units. However, with the reduction of funding for services and with a new local tax that will generate over \$4 million per year in additional revenue that will be primarily dedicated to development of affordable housing, the County has determined to balance the HOME ARP between the two greatest needs, affordable housing development and homeless services.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

Thurston County has a history of using its HOME Investment Partnership Program and other local funding to support a variety of affordable housing activities. In Thurston County, we

primarily support small and medium-sized local developers, while occasionally supporting larger state-wide developers. The number of housing units we support primarily depends on whether the project also seeks funds from the Washington State Housing Trust Fund (HTF) or Low Income Housing Tax Credits (LIHTC). These state funding sources allow for a higher degree of leverage that allows our local funds to support the creation of a higher number of units. For projects that do not receive HTF or LIHTC funds, local funds often represent the largest funding source in a project. Generally, Thurston County sees leverage rates of 2-8 times its local investment.

Furthermore, Thurston County developers offer a variety of approaches to affordable housing development, including acquisition and rehabilitation of existing single-family homes to be used as affordable rental housing, new construction of homeownership housing units, and development of multi-family rental units. The total price per unit for each of these types of units can vary, but typically ranges between \$300-500,000.

Therefore, depending on the specific projects that respond to the County's anticipated RFP to allocated the HOME ARP funds for capital projects, Thurston County expects to create between 8-40 units of affordable housing with HOME ARP funds. While all units within a HOME ARP funded project may not serve a HOME ARP qualifying population, the units identified as HOME ARP units in each property will be occupied by a household from a qualified population.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:

There are two primary planning documents that guide Thurston County's affordable housing production goals.

Thurston County has adopted its 5-Year Homeless Crisis Response Plan (HCRP) for 2019-2024. This plan established broad goals to:

- Create 300 permanent supportive housing (PSH) units
- Increase affordable housing inventory regionally
- Strengthen and extend multi-family tax exemptions to create 400 units
- Explore increased housing densities

In 2021, the Thurston Regional Housing Council adopted a Permanent Supportive Housing Strategic Framework that identified specific strategies that the RHC would support to create an additional 150-200 new units of permanent supportive housing beyond the goal established in the 5-Year HCRP. This Strategic Framework identifies HOME ARP as a possible source of funding to support this goal.

Affordable housing units created with HOME ARP funds will directly support the 5-year HCRP's goal of increasing the affordable housing inventory supply. Depending on the specific

projects that are funded with HOME ARP, Thurston County is hopeful that the projects can also support its goals to create more PSH and increase housing densities.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

Thurston County does not intend to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project.

It is Thurston County's intent to fund a range of activities that ensure that all eligible populations have access to at least one funded activity. Because of the wide range of needs and gaps identified, Thurston County does not want to pre-determine or limit the proposals received under its RFP.

Thurston County will not specify a preference of one or more qualifying populations; however, we would consider funding proposals that prefer the following subpopulations:

- Seniors
- Veterans
- Fleeing or attempting to flee
- Homeless
- Youth
- Families

For the affordable housing priority, Thurston County will require that at least one selected project must be accessible to the at-risk of homelessness population.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Thurston County did not identify a preference or method of prioritization. However, if necessary, Thurston County will amend its HOME ARP allocation plan to account for any funded projects that have preferences or limitations.

Referral Methods

Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. PJ's may use multiple referral methods in its HOME-ARP program. (Optional):

HOME ARP Funded service delivery projects and affordable housing projects will utilize the Thurston County Homeless Crisis Response System (HCRS)'s Coordinated Entry (CE) program to prioritize qualifying populations through their Housing Equity Assessment Tool (HEAT), Jackie Campbell's Danger Assessment (DA) for those fleeing, or the Targeted Prevention Assessment Tool (TPAT) for those at-risk of homelessness. As of January 2023, in order to be eligible for HCRS CE, individuals and households must lack a fixed, regular, and adequate nighttime residence or be fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, in accordance with and as further defined by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 578.3 as category (1) and (4) of the definition of homeless.

These households meet the following conditions:

1. Households must be experiencing homelessness, in accordance with category (1) or category (4) of HUD's definition of homelessness under 24 CFR Part 5782.
2. Households must meet an income standard of less than 50% of the Area Median Income (AMI).

At-Risk Households are eligible as defined by HUD under 24 CFR Part 578.3 as category (2) including:

Individual or family who will imminently lose their primary nighttime residence, provided that:

- (i) Residence will be lost within 14 days of the date of application for homeless assistance;
- (ii) No subsequent residence has been identified; and
- (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing

Thurston County and its subrecipient(s) will enter into a written agreement with HCRS to use its Coordinated Entry (CE) program in coordination with other referral methods. The written agreement will delineate how the operator of a permanent supportive or affordable housing project or supportive service provider will prioritize households referred by CE and households that are members of other qualified populations differentiated by assessment tool (HEAT, DA or TPAT) dependent on housing status at intake. Members of any qualified population who are referred by other referral agencies will be placed at the bottom of the waitlist by the operator of the permanent supportive housing or supportive service provider in placement after those individuals and households who have been referred by HCRS CE. Households referred by other referral methods will be added in chronological order.

CE standard operating procedures also provide for:

- A process for households fleeing domestic violence and seeking services from non-victim specific providers
- A process to ensure safe and confidential access to the CE system
- A process to ensure immediate access to emergency services, such as domestic violence helplines and shelter
- Physical accessibility and reasonable accommodations

- Effective communication with individuals with disabilities
- Marketing to all households
- Marketing to household least likely to apply
- Referrals to subpopulation designed access point
- Access to emergency services
- Grievance and appeal procedures.

The general approach to prioritization within CE is to give precedence to those with the greatest vulnerability or barriers to housing:

- People most at-risk to imminent harm if they remain homeless
- People who have the greatest barriers to accessing housing
- People from marginalized identities that are over-represented in the HCRS

Channels for referrals to CE include broad coverage throughout Thurston County through agencies such as Olympia Mutual Aid Partners, Family Support Services of South Sound, Community Youth Services, PEER Olympia, Interfaith Works, Olympic Health and Recovery Center, Capitol Recover Center, Together!, Catholic Community Services, Partners in Prevention Education, City of Olympia Outreach Team, City of Lacey's Mobile Outreach Team and other referral sources in the community.

Permanent supportive and/or affordable housing projects funded with HOME-ARP may serve a particular subpopulation. For instance, a HOME-ARP supported housing project may consist of Senior housing that is exempt from liability for familial status discrimination because it is intended and operated for occupancy by persons 55

years of age and older, where at least 80% of the units will have at least one occupant who is age 55 years of age or older, and where the facility publishes and adheres to policies and procedures that demonstrate the intent to operate as “55 or older” housing including compliance with HUD’s regulatory requirements for age verification of residents. In this case, the written agreement between Thurston County and its subrecipient would identify a screening, diversion and referral process that includes members of all qualifying populations who are 55 years of age and over. Some units within a permanent supportive or affordable housing project may have a preference for households that include a member with physical disabilities if the unit provides features that accommodate their disability.

HOME ARP funded Supportive Services: Supportive services funded with HOME ARP funds may be paired with a specific permanent supportive housing project and offered to the members of qualifying populations who reside there or may be administered by one or more providers on a separate basis. Individuals and households seeking supportive services funded by HOME ARP funds and not offered in conjunction with housing may also be placed on the program-specific waitlist using the same preference, methods and HOME ARP program requirements described for HOME ARP funded housing units, depending on the subrecipient chosen to provide the services.

All HOME-ARP funded activities: The County and its subrecipient will comply with all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a) when applying the established preference for homeless individuals and households/families through its referral methods. HOME ARP funding agreements will require key subrecipient staff to complete fair housing training regarding most current protections and requirements within 90 days.

No limitations have been identified because the totality of HOME-ARP funds will serve all qualifying populations, and while one permanent supportive housing project may serve only seniors, other HOME-ARP projects will serve other qualifying populations and subpopulations.

If the PJ intends to use the coordinated entry (CE) process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered. (Optional):

Same as above – may not be screened with the same tool depending on their housing status at time of intake.

Limitations in a HOME-ARP rental housing or NCS project

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

Thurston County does not intend to limit eligibility to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project.

It is Thurston County's intent to fund a range of activities that ensure that all eligible populations have access to at least one funded activity. Because of the wide range of needs and gaps identified, Thurston County does not want to pre-determine or limit the proposals received under its RFP.

If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Thurston County does not intend to limit eligibility. If an applicable project is selected during the RFP process that has a limitation, then the county is prepared to amend its HOME ARP allocation plan if required.

If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities):

A limitation was not identified.

Conclusion

In conclusion, Thurston County will use HOME ARP resources through 2030 to provide supportive services and the development of affordable rental housing. Thurston County will identify the specific activities that it will support with HOME ARP funds by issuing a Request for Proposals (RFP). The RFP that the County will issue to allocate HOME ARP funds will indicate that all eligible service activities and affordable housing development projects will be considered. It is Thurston County's intent to fund a range of activities that ensure that all eligible populations have access to at least one funded activity.

Appendix 1 – Consultation & Public Review Documents

1A. Summary document distributed to community stakeholders during consultation process.

HOME ARPA Funds - Overview

The American Rescue Plan (ARP) provided \$5 billion to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. These grant funds will be administered through HUD's HOME Investment Partnerships Program (HOME). Thurston County's allocation is approximately \$3 million

Eligible Populations

HOME-ARP funds must be used to primarily benefit individuals or families from the following qualifying populations:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11302\(a\)](#));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11360\(1\)](#));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- In other populations where providing supportive services or assistance under section 212(a) of the Act ([42 U.S.C. 12742\(a\)](#)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

Eligible Activities

HOME-ARP funds can be used for four eligible activities.

- Production or Preservation of Affordable Housing
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services, including services defined at [24 CFR 578.53\(e\)](#), homeless prevention services, and housing counseling.

- **Purchase and Development of Non-Congregate Shelter.** These structures can remain in use as non-congregate shelter or can be converted to: 1) emergency shelter under the Emergency Solutions Grant program; 2) permanent housing under the Continuum of Care; or 3) affordable housing under the HOME Program.

HOME ARP Plan

In order to receive HOME ARP funds, Thurston County must develop and submit a HOME-ARP Allocation Plan by March 31, 2023. To complete the Plan, Thurston County must engage in consultation and public participation processes. The plan must describe how the County intends to distribute HOME-ARP funds, including how it will use these funds to address the needs of HOME-ARP qualifying populations.

- **Consultation:** The County must consult with agencies and service providers whose clientele include the HOME-ARP qualifying populations to identify unmet needs and gaps in housing or service delivery systems.
- **Public Participation:** The County must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan.
- **HOME-ARP Allocation Plan Requirements:**
 - **Needs Assessment and Gap Analysis:** The County must evaluate the size and demographic composition of its qualifying populations and assess their unmet needs. In addition, the County must identify any gaps within its current shelter and housing inventory as well as the service delivery system.
 - **HOME-ARP Activities:** The plan must:
 - Describe how the County will distribute HOME-ARP funds in accordance with its priority needs
 - Indicate the amount of HOME-ARP planned for each eligible activity type.
 - Demonstrate that planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.
 - Include a narrative about how the characteristics of its shelter and housing inventory, service delivery system, and the needs identified in the County's gap analysis provided a rationale for the plan to fund eligible activities.
 - **HOME-ARP Production Goals:** The plan must estimate the number of affordable rental housing units for qualifying populations that the County will produce and describe a specific affordable rental housing production goal and how it will address the County's priority needs.

- Preferences: The plan must identify whether the County intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project.

Questions

- 1) In order to adequately meet the needs of the eligible populations, what are the biggest un/under-addressed housing needs in our system?
- 2) Of the eligible populations, is there one group that is experiencing the greatest need?
 - a. Should Thurston County give preference to one or more eligible population or sub-population in its HOME ARP Plan?
- 3) Of the eligible activities, what activities are most effective to meet the unmet need?
- 4) Should Thurston County allocate HOME ARP funds for one larger project/activity or to several projects/activities?

1B. Consolidated Plan Survey that includes questions regarding HOME ARP funding

Thurston HUD Consolidated Plan survey

This survey will feed into the development of a five-year plan for the investments by Thurston County and its cities using HOME/CDBG funds. These federal funds are provided annually to local government and can serve a variety of housing and other needs for low- and moderate-income people in our communities. Answering this short survey will provide your sense of the most important priorities for our Thurston County region and contribute to our plan.

1. What are your broad priorities? Please rank the following groups of eligible activities in order of importance for low- and moderate-income people in our Thurston County region.

		Creation of affordable housing , including: multifamily housing, homebuyer assistance, rental assistance and repair/rehabilitation
		Public facilities/infrastructure , including: street and sidewalk improvements, water and sewer improvements, neighborhood facilities and special needs (e.g. shelters, group homes)
		Economic development , including: microenterprise assistance, including loans and grants, job training, building façade improvements
		Public Services , including: housing supportive services, education & childcare, employment services and job training, and senior services

2. **Affordable housing** is defined as a household that pays no more than 30% of its annual gross income for housing. We are in a time of an extreme shortage of housing supply and at least one-third of Thurston households are paying more than 30% of their income for their monthly rent or mortgage. Lower income renters are the most cost-burdened, with 73% paying more than 50% of their income for rent.

When considering options for spending HOME and/or CDBG funds for affordable housing, please rate your priorities.

	High	Moderate	Low	Not sure
New construction of affordable rental apartments/townhouses/single family homes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Purchase of land to build affordable housing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Construction of new homeowner housing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Rental assistance - such as cash payments/vouchers/utilities payments or help finding rentals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Down payment assistance and housing counselling for home ownership	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Repair/rehabilitation of existing affordable housing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provide broadband and energy efficiency improvements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3. **Public services** are low, or no cost services provided to low income families and individuals in need by local nonprofit organizations. There are a wide range of services that could be supported under our limited CDBG funds. Help us prioritize where these funds are most valuable.

Please check your top three priorities for our Thurston communities.

- | | |
|---|---|
| <input type="checkbox"/> Domestic violence services/ counseling | <input type="checkbox"/> Services for those with disabilities |
| <input type="checkbox"/> Families and children's services | <input type="checkbox"/> Housing counseling and services |
| <input type="checkbox"/> Employment training/job placement | <input type="checkbox"/> One-time rental assistance |
| <input type="checkbox"/> Meal programs | <input type="checkbox"/> Senior services |
| <input type="checkbox"/> Physical/behavioral health services | <input type="checkbox"/> Legal/conflict resolution services (including landlord/tenants counseling) |

4. Facilities and infrastructure. Please rate the level of need for using CDBG funds for these activities to serve low-income people in our Thurston communities.

	High	Moderate	Low	Not sure	
Street and sidewalk improvements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Water/sewer line installation (can lower affordable housing costs)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Neighborhood facilities – such as recreational facilities, parks, child care centers, and community centers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Special needs (e.g. homeless shelters, group homes)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Broadband connectivity improvements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Economic development - please rate the value of using CDBG funds for these activities.

	High	Moderate	Low	Not sure	
Microenterprise assistance, including loans and grants	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Façade improvements to businesses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Business incubation center for new business start-ups	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Redevelopment of contaminated/abandoned properties	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Job training	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

6. **HOME ARP.** Thurston County has an opportunity to receive funding under the federal *American Rescue Plan Act* to address housing needs of specific populations. Please help prioritize the level of unmet housing needs for the following populations.

Please check your top three populations below with unmet housing needs.

- | | |
|---|--|
| <input type="checkbox"/> Persons experiencing homelessness | <input type="checkbox"/> Veterans and families that include a veteran family member that meet one of the preceding criteria |
| <input type="checkbox"/> Persons at-risk of homelessness | |
| <input type="checkbox"/> Persons fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking | <input type="checkbox"/> Other populations not listed where providing supportive services or assistance would prevent the family's homelessness or would serve those with the greatest risk of housing instability |
| <input type="checkbox"/> If last box checked, please specify other population | |
| <div style="border: 1px solid black; height: 20px; width: 250px; margin-top: 5px;"></div> | |

7. **HOME ARP Activities.** HOME ARP funds must be used for specific categories of housing activities. **Keeping in mind your top three populations with unmet housing needs that were identified in question 6 above, select from the list below the top three activities that will help meet the need.**

- | | |
|---|---|
| <input type="checkbox"/> Acquisition and development of non-congregate housing shelters | <input type="checkbox"/> Supportive services to assist getting and staying in housing |
| <input type="checkbox"/> Tenant based rental assistance | <input type="checkbox"/> Non-Profit support contracts to operate affordable housing |
| <input type="checkbox"/> Development of affordable rental housing | |

1C. Meeting Attendance Rosters

Meeting held virtually on December 14, 2022.

Community Member Name	Organization
Alex Persse	Thurston County
Anna Schlect	Private resident
Christa Lenssen	City of Olympia
Carla Bell	
Carly Colgan	South Puget Sound Habitat for Humanity
Carolyn Cox	City of Lacey
Cody Anderson	Thurston County
Doug DeForest	Private resident
Danille Kettel	Community Youth Services
Darian Lightfoot	City of Olympia
Deb Larson	Love Abounds Here
Derek Harris	Community Youth Services
Diane Whiteraven	
Elisa Sparkman	Co-Chair, Thurston County
Gabe Ash	Catholic Community Services
Hailee Saxton	Quixote Village
Jacinda Steltjes	Thurston County
Jackie Coles-McCray	South Puget Sound Habitat for Humanity
Jerry Bustamante	Thurston County Land Trust
Jessica Olson	Thurston County
Jimmy Mateson	Earth Homes
Josefina Magana	Thurston Thrives
Katy Kuntson	Catholic Community Services
Keylee Marineau	Chair, Thurston County
Leah Tangeman	Thurston County
Luis M	
Matthew Solomon	SafePlace Olympia
Megan Toney	Away Home Washington
Natalie Skovran	Family Support Center of South Sound
Rachael Childs	Housing Authority of Thurston County
Rebecca Hutchinson	South Sound Senior Services
Ron Stewart	Homes First
Tammie Smith	Housing Authority of Thurston County
Todd Parker	Mason County
Tom Webster	Thurston County

Meeting roster for HOME ARP Community Meeting held virtually on January 13, 2023.

Community Member Name	Organization
Alex Persse	Thurston County
Ann Cook	City of Tumwater
Arielle Benson	Thurston County
Brad Medrud	City of Tumwater
Christa Lenssen	City of Olympia

Diane Barbee	SafePlace Olympia
Elisa Sparkman	Thurston County
Hailee Saxton	Quixote Village
Jacinda Steltjes	Thurston County
Jerry Bustamante	Thurston Land Trust
Joshua Janet	Low Income Housing Institute
Katy Kuntson	Catholic Community Services
Keylee Marineau	Thurston County
Leah Tangeman	Thurston County
Leslie Vanleishout	North Thurston Public Schools
Lisa Striedinger	Catholic Community Services
Megan Toney	Away Home Washington
Meg Martin	Interfaith Works
Olivia Hickerson	SideWalk
Rebecca Hutchinson	South Sound Senior Services
Ron Stewart	Homes First
Tom Webster	Thurston County
Shelly Willis	Family Education Support Services