



Board of County Commissioners

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

Agenda for Meeting Date: **Tuesday, February 28, 2023**

Summary of Timed Items

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

2:05 p.m.) Presentations

3:30 p.m.) Public Hearings

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

- Pledge of Allegiance to be led by Vice-Chair Menser
- Approval of the Tuesday, February 28, 2023 Agenda

2:05 p.m.) Presentations

Dept: Commissioners

Description: Women's History Month Proclamation

Contact: Jamie Caldwell, Clerk of the Board

Action: The Board of County Commissioners will proclaim the month of March as Women's History Month in Thurston County.



BoCC-AIS-2023-02-28-
Commissioners-
JamieCaldwell-4050.pdf
PDF File
304 KB

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 "g"

a) **Dept:** Emergency Services

Description: Department of Natural Resources (DNR)
Interagency Agreement

Contact: Ben Miller-Todd, ALS Program Manager

Action: Move to approve the Emergency Services Director to execute an agreement with the Washington State Department of Natural Resources in order to provide emergency medical services coverage at DNR-hosted wildland pack test sites for the period of March 15, 2023 - June 30, 2026.



BoCC-AIS-2023-02-28-
EmergencyServices-
SandraBush-4713.pdf
PDF File
480 KB

- b) **Dept:** Sheriff
Description: A resolution reclassifying position 10R00342 from a Legal Assistant to a Sheriff's Office Systems Administrator.
Contact: Dave Pearsall, Undersheriff
Action: Move to approve the resolution reclassifying position 10R00342 in the Thurston County Sheriff's Administrative Support Pay Plan.

c) **Dept:** Treasurer
Description: Authorize the sale of tax-title property via private negotiation to Ian Blair.
Contact: Eric Sullivan, Revenue Officer
Action: Move to authorize the Thurston County Treasurer's Office to sell property number 66302100800 via private negotiation, per RCW 36.35.120, 36.35.130, 36.35.150, & County Code 2.105.

d) **Dept:** Commissioners
Description: Appointment Amendment to the Agricultural Advisory Committee
Contact: Jamie Caldwell, Clerk of the Board
Action: Move to amend the appointment of Stella Waxwing to the Agricultural Advisory Committee as a non-farmer member with a term expiration of February 28, 2025.

e) **Dept:** Commissioners
Description: Re-appointment to the Agricultural Advisory Committee
Contact: Jamie Caldwell, Clerk of the Board
Action: Move to re-appoint Jacob Yancey to the Agricultural Advisory Committee, for a 2-year term, with a term expiration of February 28, 2025.

f) **Dept:** Commissioners
Description: Re-appointment to the Historic Commission
Contact: Jamie Caldwell, Clerk of the Board
Action: Move to re-appoint Grace Edwards to the Historic Commission, for a 4-year term, with a term expiration of February 28, 2027.

- g)** **Dept:** Commissioners
 Description: Appointment to the Medic1 EMS Council
 Contact: Jamie Caldwell, Clerk of the Board
 Action: Move to appoint Tom Carroll to the Medic1 EMS Council for a 2-year term, with a term expiration of February 28, 2025.



BoCC-AIS-2023-02-28-Commissioners-JamieCaldwell-0731.pdf
PDF File
392 KB

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 6, 2023 for a combined amount of \$1,561,361.18



BoCC-AIS-2023-02-28-Commissioners-JamieCaldwell-2052.pdf
PDF File
360 KB

5) Emergency Services

- a)** **Description:** Federal Fiscal Year 2022 Emergency Management Performance Grant Funding Agreement
 Contact: Ben Miller-Todd, ALS Program Manager
 Action: Move to approve the Federal Fiscal Year 2022 Emergency Management Performance Grant (FY22EMPG) Grant Agreement Number E23-192 for the period of June 1, 2022 through September 30, 2023 for a total of \$176,697 and authorize the Director of Emergency Services to sign the agreement and any amendments that do not exceed 10%.



BoCC-AIS-2023-02-28-EmergencyServices-CherieCarey-2022.pdf
PDF File
5.31 MB

6) Public Health and Social Services

- a) **Description:** Amendment to Extend the Contract with Thurston County Chamber Foundation for Thurston Thrives Backbone Support for One Year (2023)

Contact: Chris Hawkins, Program Manager

Action: Move to approve waiver of competitive solicitation under section A9 of Policy 0201 and Amendment No. 4 to the Thurston County Chamber Foundation Contract for Thurston Thrives coordination/back-bone support to extend the contract duration through December 31, 2023 and add \$40,000 of funding for this additional year of services, for a revised total maximum contract amount of \$200,000; and authorize the Public Health and Social Services Department Director to sign the amendment, as well as any future amendments that do not change the dollar amount or duration of the contract by more than 10%.



BoCC-AIS-2023-02-28-PublicHealthandSocialServices-ChrisHawkins-1844.pdf
PDF File
408 KB

- b) **Description:** Emergency Solutions Grant-Covid Contract Amendment with Department of Commerce

Contact: Keylee Marineau, Homeless and Affordable Housing Coordinator

Action: Move to approve a contract amendment with the Washington State Department of Commerce for an additional \$851,440 under the Emergency Solutions Grant - Covid for a total contract value of \$4,955,585 and to authorize the Director of Public Health and Social Services to sign the amendment and any future amendments that do not change the contract value by 10%.



BoCC-AIS-2023-02-28-PublicHealthandSocialServices-KeyleeMarineau-2905.pdf
PDF File
200 KB





- c) **Description:** ESG-CV Contracts for Homeless Services

Contact: Keylee Marineau, Homeless and Affordable Housing Coordinator

Action: Move to approve five Emergency Solutions Grant-COVID contracts for a total amount of \$831,440 to agencies that are supporting vulnerable populations in response to COVID-19 and authorize the Director of Public Health and Social Services to sign the contracts and any amendments that do not exceed 10%.



BoCC-AIS-2023-02-28-PublicHealthandSocialServices-KeyleeMarineau-1555.pdf
PDF File
200 KB

- d) **Description:** Appointment of Board Members for the Regional Housing Council's Affordable Housing Advisory Board
- Contact:** Keylee Marineau, Homeless and Affordable Housing Coordinator
- Action:** Move to appoint recommended nominees as board members to the Regional Housing Council's Affordable Housing Advisory Board.
-  BoCC-AIS-2023-02-28-PublicHealthandSocialServices-KeyleeMarineau-2258.pdf
PDF File
408 KB
- e) **Description:** Appointment of Board Members for the Regional Housing Council's Homeless Services Advisory Board
- Contact:** Keylee Marineau, Homeless and Affordable Housing Coordinator
- Action:** Move to appoint recommended nominees as board members to the Regional Housing Council's Homeless Services Advisory Board.
-  BoCC-AIS-2023-02-28-PublicHealthandSocialServices-KeyleeMarineau-2655.pdf
PDF File
384 KB
- f) **Description:** Approve contract amendment with Washington State Department of Commerce for the Rights of Way Initiative
- Contact:** Thomas Webster, Senior Program Manager
- Action:** Move to approve an amendment to the Interagency Agreement with the Washington State Department of Commerce for the Rights of Way (ROW) Initiative to add \$6,100,000 in funding to bring the total contract value to \$10,720,800.00 and authorize the Director of Public Health and Social Services to sign the amendment and any future amendments that do not change the amount by more than 10 percent.
-  BoCC-AIS-2023-02-28-PublicHealthandSocialServices-ThomasWebster-2355.pdf
PDF File
200 KB
- g) **Description:** Approve contract with Low Income Housing Institute to operate enhanced shelter
- Contact:** Thomas Webster, Senior Program Manager
- Action:** Move to approve a contract with Low Income Housing Institute to operate an enhanced shelter under the Governor's Rights of Way (ROW) Initiative for up to \$6,000,000 through June 30, 2025 and authorize the Director of Public Health and Social Services to sign the amendment and any future amendments that do not change the amount by more than 10 percent.
-  BoCC-AIS-2023-02-28-PublicHealthandSocialServices-ThomasWebster-2909.pdf
PDF File
200 KB

7) 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 February 28, 2023 .

c) Item Description:

Adjournment - Motion: Move to adjourn the Board of County Commissioners meeting of February 28, 2023 .

3:30 p.m.) Public Hearings

a)

Dept: Auditor

Description: Public Hearing - Precinct Boundary Changes and County Commissioner District Legal Description

Contact: Tillie Naputi-Pullar, Election Manager

Action: Move to close the public hearing. Move to approve the ordinance for the proposed legal description and precinct boundary changes, updating 13 precincts with boundary-line adjustments and creating 1 new precinct, and repealing 7 precincts and approve the ordinance for the proposed legal descriptions for the commissioner districts.



BoCC-AIS-2023-02-28-Auditor-TillieNaputiPullar-5815.pdf
PDF File
400 KB

b)

Dept: Community Planning and Economic Development

Description: Public Hearing for Development Code Docket Item A-18 Agricultural Activities - Critical Areas Update

Contact: Ashley Arai, Agriculture Community Program Manager

Action: Move to close public hearing.

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-2023-02-28-CommunityPlanningandEconomicDevelopment-AshleyArai-3731.pdf
PDF File
440 KB

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: 1/27/2023

Agenda Item #:

Created by: Sandra Bush, Administrative Supervisor - Emergency Services - 360-704-2784

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Ben Miller-Todd, ALS Program Manager - Emergency Services - 360-704-2794**

Item Title:

Department of Natural Resources (DNR) Interagency Agreement

Action Needed:

Class of Item:

List of Exhibits



DNR WCT Contract
3.15.2023 -
6.30.2026.pdf
PDF File
278 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:

Internal Auditor

Budget Effect Summary? ☐

Recommended Action:

Move to approve the Emergency Services Director to execute an agreement with the Washington State Department of Natural Resources in order to provide emergency medical services coverage at DNR-hosted wildland pack test sites for the period of March 15, 2023 - June 30, 2026.

Item Description:

DNR performs work capacity tests on their wildland firefighting employees annually and have requested that Medic One provide necessary personnel, equipment, material and/or emergency medical services at these test sites. DNR reimburses Medic One for the costs incurred for these standbys at their testing sites through the mechanism of this interlocal agreement.

Thurston County Strategic Plan Initiative 5: Strengthen Emergency Medical Services provided

county-wide by Medic One and area hospitals.

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

Date Submitted: 2/8/2023



INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-104531

PI: 215 or 21P
Funding Source: Both
Grant Funded: Yes

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as Thurston County Medic One.

DNR and Thurston County Medic One enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

Thurston County Medic One
2703 Pacific Avenue SE, Suite C
Olympia, WA 98501
Phone: 360-704-2780
Email: bushsl@co.thurston.wa.us
Statewide Vendor #: SWV0007436-52

IT IS MUTUALLY AGREED THAT:

- 1.0 Purpose.** The purpose of this Agreement is to provide emergency medical services for each DNR Work Capacity Test (WCT or Pack Test).
- 2.0 Scope of Work.** Thurston County Medic One shall provide the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment A – Scope of Work.

3.0 Period of Performance. The period of performance under this contract will be from March 15, 2023, or date of execution, whichever is later, through June 30, 2026.

4.0 Payment. Pay for the work provided is established under RCW 39.34.130. The parties estimate that the cost of accomplishing the work will not exceed Fifty Thousand (\$50,000.00).

5.0 Billing Procedures. Thurston County Medic One shall submit invoices monthly. Payment for services rendered will be made by direct deposit within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR by Thurston County Medic One will reference the DNR Agreement Number, 93-104531, and include:

- (1) Date and total hours worked for each Thurston County Medic One employee providing service to DNR under this Agreement as specified in Exhibit A – Scope of Work.
- (2) Actual cost of salaries and benefits incurred for each Emergency Medical Technician (EMT) performing the work described in Exhibit A – Scope of Work.
- (3) Supporting documentation showing EMT's rate of pay including salaries and benefits.
- (4) Ambulance will be reimbursed at the rate set in the currently effective Wage and Equipment Rate Guide (<https://www.dnr.wa.gov/PreSeasonAgreements>).

Remit invoices to:

Washington Department of Natural Resources
Wildland Fire Management Division
PO Box 47037
Olympia, WA 98504

6.0 Records Maintenance. Thurston County Medic One shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by Thurston County Medic One in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. Thurston County Medic One shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

- 7.0 Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.
- 8.0 Independent Capacity.** The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- 9.0 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.
- 10.0 Termination for Convenience.** Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is 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.
- 11.0 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.
- 12.0 Disputes.** If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third-party dispute resolution as the parties mutually agree to in writing.

- 13.0 Governance.** This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations
- (3) Scope of Work; and
- (4) Any other provisions of the agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

15.0 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

16.0 Harassment. Per [RCW 43.01.135](https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention: https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

17.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.0 Responsibilities of the Parties/Indemnification. To the fullest extent permitted by law, Thurston County Medic One shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Thurston County Medic One's obligation to indemnify, defend, and hold harmless includes any claim by Thurston County Medic One's employees, representatives, any subcontractor or its employees, or any third party.

However, Thurston County Medic One shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) Thurston County Medic One, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then Thurston County Medic One's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of Thurston County Medic One, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

Thurston County Medic One waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

19.0 Insurance. Before using any of said rights granted herein and its own expense, Thurston County Medic One shall purchase and maintain, or require its agent(s)/subcontractor to

purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

Thurston County Medic One shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. Thurston County Medic One shall also provide renewal certificates as appropriate during the term of this Agreement.

Thurston County Medic One shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of Thurston County Medic One to have its subcontractors and agents comply with the insurance requirements contained herein does not limit Thurston County Medic One's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Thurston County Medic One shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: Thurston County Medic One shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Thurston County Medic One shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Thurston County Medic One waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): Thurston County Medic One shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees.

Thurston County Medic One waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Thurston County Medic One waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If Thurston County Medic One is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that Thurston County Medic One's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of Thurston County Medic One is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: Thurston County Medic One waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

20.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

21.0 Contract Management.

CONTRACTOR Contract Manager Information	DNR Contract Manager Information
Ben Miller-Todd Thurston County Medic One 2703 Pacific Avenue SE, Suite C Olympia, WA 98501 <i>Phone</i> : 360-522-2220 <i>Email address:</i> ben.miller-todd@co.thurston.wa.us	David Gomez Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504 <i>Phone:</i> 564-669-3133 <i>Email address:</i> david.gomez@dnr.wa.gov
CONTRACTOR Project Manager Information	DNR Project Manager Information
Ben Miller-Todd Thurston County Medic One 2703 Pacific Avenue SE, Suite C Olympia, WA 98501 <i>Phone</i> : 360-522-2220 <i>Email address:</i> ben.miller-todd@co.thurston.wa.us	Shannon Tate Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504 <i>Phone:</i> 360-902-1300 <i>Email address:</i> shannon.tate@dnr.wa.gov

22.0 Subcontracts. Subcontractor means not in the employment of the Agency, who is performing all or part of the activities related to this Agreement under a separate contract with the Agency responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, the Agency is required to obtain subcontractors in compliance with RCW 39.26. Agency must provide both proof of competitive solicitation and that the solicitation was posted in WEBS, sole source filing and DES approval, or a documented exemption per DES policy, whichever the case may be.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

THURSTON COUNTY MEDIC ONE

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

<u>Signature</u>	<u>Date</u>	<u>Signature</u>	<u>Date</u>
Ben Miller-Todd		Russ Lane	
<u>Name</u>		<u>Name</u>	
Interim Director, Thurston County Medic One		WFMD Division Manager	
<u>Title</u>		<u>Title</u>	
2703 Pacific Avenue SE, Suite C		1111 Washington Street SE	
Olympia, WA 98501		Olympia, WA 98504	
<u>Address</u>		<u>Address</u>	
360-522-2220		360-902-1300	
<u>Telephone</u>		<u>Telephone</u>	

EXHIBIT A

SCOPE OF WORK

Under this Agreement, DNR agrees to do the following:

As soon as practical, notify Thurston County Medic One of Work Capacity Testing (WCT) dates, locations, and work hours.

Under this Agreement, Thurston County Medic One agrees to the following:

- (1) Provide a dedicated ambulance and a minimum of one (1) emergency medical technician (EMT) on scene with the first aid kit, oxygen delivering system, and an automated external defibrillator (AED). The AED must be capable of being deployed in less than two minutes to treat a patient situated anywhere on the test course.
- (2) Administer first aid for any injuries and illness that may occur during the duration of WCT testing.
- (3) Be always in radio or verbal contact with DNR Test Administrator when testing is in progress.
- (4) Promptly bill DNR for services rendered per the Billing Procedure specified in Section 5 of this Agreement.



Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date:

Date Created: 2/13/2023

Agenda Item #:

Created by: Tara Wickline, Compensation and Benefits Manager - Human Resources - 360-867-2493

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Dave Pearsall, Undersheriff - Sheriff - 000000**

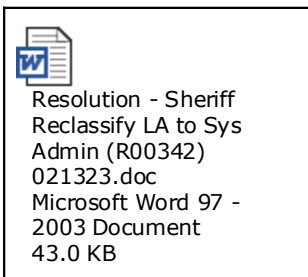
Item Title:

A resolution reclassifying position 10R00342 from a Legal Assistant to a Sheriff's Office Systems Administrator.

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 resolution reclassifying position 10R00342 in the Thurston County Sheriff's Administrative Support Pay Plan.

Item Description:

The current legal assistant position is used as a "warrants" position. Over the last 3 years, warrants have dropped off dramatically due to covid and jail capacity, pretrial and diversion and the Blake decision. At the same time our need for technical support in onboarding new programs and supporting current systems has increased dramatically. Reclassifying this position to a systems administrator position allows a shift in resources to meet agency needs.

The salary range for a Legal Assistant is \$4,308 - \$5,244 per month. The salary range of a Sheriff's Office Systems Administrator is \$7,485 - \$9,978 per month. The salary range difference between the two classification is \$4,734 or a 90% increase which will be absorbed within the current Sheriff's Office budget. This request supports the County's Strategic Initiative #18 - Develop, hire, and retain a quality, stable, and thriving workforce.

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

Date Submitted: 2/14/2023

RESOLUTION NO. _____

A RESOLUTION reclassifying position 10R00342 in the Thurston County Deputy Sheriff's Administrative Support Pay Plan.

WHEREAS, it has been brought to the attention of the Thurston County Commissioners that the above position should be reclassified for the Thurston County Sheriff's Office to help support the current needs of the office, and;

WHEREAS, it has been brought to the attention of the Thurston County Commissioners that the Thurston County Deputy Sheriff's Administrative Support Pay Plan should be amended as follows;

NOW, THEREFORE, the Board of County Commissioners of Thurston County, State of Washington, does resolve as follows:

Section 1. Thurston County Deputy Sheriff's Administrative Support Pay Plan should be amended as follows:

Office/Department: Sheriff's Office

<u>Previous Position</u>		<u>New Position</u>	
Position No.:	10R00342	Position No.:	10R00342
Classification:	Legal Assistant	Classification:	Sheriff's Office Systems Administrator
Spec. No.:	5221	Spec. No.:	0545
FTE:	1.0	FTE:	1.0
Range:	08	Range:	7,485 – 9,978

ADOPTED: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Clerk of the Board

Chair

APPROVED AS TO FORM:

Vice-Chair

Tara Wickline

Commissioner

Compensation & Benefits Manager



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/6/2023

Agenda Item #:

Created by: Eric Sullivan, Revenue Officer - Treasurer - 360-786-5548

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Eric Sullivan, Revenue Officer - Treasurer - 360-786-5548**

Presenter #2: **Jeff Gadman, Treasurer - Treasurer - 360-786-5770**

Item Title:

Authorize the sale of tax-title property via private negotiation to Ian Blair.

Action Needed:

Class of Item:

List of Exhibits



Blair 66302100800 App
2023.pdf
PDF File
534 KB

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

Click Additional Attachment to attach more materials.



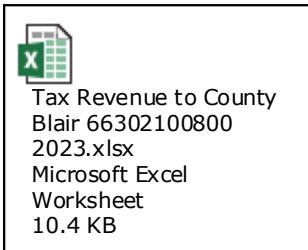
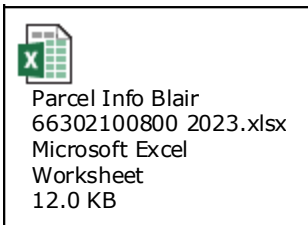
Deed to County Blair
66302100800 2023.pdf
PDF File
706 KB



Maps Blair
66302100800 2023.pdf
PDF File
678 KB



Assessor Info Blair
66302100800 2023.pdf
PDF File
506 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 authorize the Thurston County Treasurer's Office to sell property number 66302100800 via private negotiation, per RCW 36.35.120, 36.35.130, 36.35.150, & County Code 2.105.

Item Description:

RCW 36.35.120, 36.35.130, 36.35.150, & County Code 2.105, defines the authority to sell tax-title property. Tax-title properties reverted to the county in trust because of no bidders at a tax foreclosure auction. As defined by these RCW's, we may sale the property via private negotiation because the lot is impractical to build on. Research of the property has determined; it is on wetland buffer, no road access, steep slope, and no access to sewer at this time, it is not practical to build. The applicant owns both properties next to this and would benefit from the purchase This property has been in a tax-title and exempt status since January 2019. The sale of this property will remove the exempt status, making it taxable again; therefore, benefitting the tax code area it is located. See attached notarized application to purchase, map, original Tax-Title Deed to county from 2019, parcel information, and signature block.

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

Date Submitted: 2/6/2023



RECEIVED

JAN 30 2023

Thurston County
Treasurer

JEFF GADMAN
TREASURER

2000 Lakeridge Drive SW, Olympia, Washington 98502-6080 • 360-786-5550 • FAX 360-754-4683

Application for Tax-Title

Please present to the Board of County Commissioners of Thurston County, Washington, this application for private negotiation or public auction tax-title property described as follows, to-wit:

Property Number (Parcel): 66302100800

Address if known: N/A

Full Legal Description (Check ☐ this box if legal description is an attachment):

Section 24 Township 18 Range 2W Plat PARK ADDITION TO OLYMPIA BLK 21
LT 8 Document 0071030. Lot 8 in Block 21 of Olympia Land Co.'s Amended Plat
of Park Addition to Olympia, as recorded in Volume 2 of Plats, page 30.

I hereby guarantee to make a minimum starting bid of \$ 2,744.00 on the day of resale for the above described property if approved for acceptance of bid by private negotiation or public auction.

I understand there are additional fees added to the minimum bid which may include; \$10.00 excise, recording, and a \$150.00 processing fees.

I understand that the legislative authority determines the starting minimum bid, may reject my bid, or whether to sell the property at all.

I understand with this application I submit a deposit of \$500.00 to the Thurston County Treasurer's Office via certified cashier's check or money order. If I am not the winning bidder, the deposit will be refunded back. However, this deposit will be forfeited, and the applicant banned from future sales if the applicant is the winning bidder and does not pay.

I also acknowledge by making this request that this property is being offered on a "where is" and "as is" basis without any representation, guarantee, or warranty, expressed or implied, by Thurston County and per the Revised Code of Washington (RCW).



JEFF GADMAN
TREASURER

2000 Lakeridge Drive SW, Olympia, Washington 98502-6080 • 360-786-5550 • FAX 360-754-4683

Applicant's Name (Printed) Ian Blair

Street Address 28250 40th Ave S

City, State, Zip & Phone Auburn, WA 98001

Signed this 25th day of January, A.D., 2023.

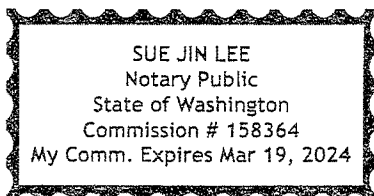
Signature of Applicant Ian Blair

State of Washington, County of King ss:

I certify that I know or have satisfactory evidence that Ian A Blair is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

Witness my hand and official seal affixed the day and year in this certificate above written.

My Commission Expires:



Signed Sue Jin Lee

Printed Name SUEJIN LEE

Notary Public in and for the State of WA

Residing at Tacoma

This space for Official Use Only

Date of Sale _____

Name of Purchaser _____

Address of Purchaser _____

City, State & Zip _____

Thurston County Treasurer

Real Estate Excise Tax Paid NoneBy Diana Brewe Deputy

DEED TO COUNTY - TAX FORECLOSURE

GRANTOR: Thurston County Treasurer
 GRANTEE: Thurston County
 PROPERTY #(s) & LEGAL(s): 12632320106 Ptn
 NW SW 32-16-2W; 35200802200 Lot A BLA-050105-
 BU; 35903302200 Lot 22 Blk 33 Boston Harbor Div. 1
 ADDITIONAL PROPERTIES SEE EXHIBIT A

Grantee's Address:
 C/O Central Services
 2000 Lakeridge Dr SW
 Olympia WA 98502

State of Washington, }
 County of Thurston } ss.

THIS INDENTURE, made this 22nd day of January, 2019 between Jeff Gadman as Treasurer of Thurston County, State of Washington, party of the first part, and the County of Thurston, State of Washington, party of the second part:

WITNESSETH, that, whereas, pursuant to a real property tax judgment entered in the Superior Court of the County of Thurston, State of Washington, on the 12th day of October, 2018, and on the 30th day of November, 2018, in Cause Number 18-2-02802-34 to foreclose tax liens upon real property, wherein judgment was entered against each of the properties hereinafter mentioned for the amount listed below, and on order of sale duly issued by said Superior Court, a public sale of real property was held via internet auction opening on January 7th 2019 and closing January 9th 2019 with a re-offer sale opening January 15th 2019 and closing January 16th 2019, due and legal notice thereof first having been given according to law, at which no bids were received on any of the hereinafter mentioned properties;

WHEREFORE, the said County of Thurston, State of Washington, was considered a bidder for each of the following described properties, as required by law, and the said property was duly struck off and sold by the said party of the first part to the said party of the second part, as tax title property as follows, to wit:

Parcel Number	Principal	Interest/Penalty	Costs	Total Judgment

SEE EXHIBIT B

Legal Description: SEE EXHIBIT B

AND WHEREAS, the said party of the second part, has complied with the laws of the State of Washington necessary to entitle it to a deed for the real property.

NOW THEREFORE, know ye, that I, Jeff Gadman, County Treasurer of said County of Thurston, State of Washington, do hereby grant and convey unto the County of Thurston, State of Washington, forever, the said real property hereinbefore described in this instrument.

Given under my hand and seal of office this 22nd day of January, A.D. 2019.

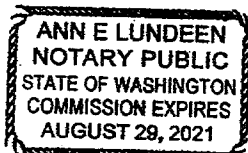


County Treasurer

State of Washington,
 County of Thurston

On this 22nd day of January, 2019, before me, the undersigned notary public in and for the said County and State, personally appeared Jeff Gadman to me personally known and known to me to be the Treasurer of Thurston County, Washington, and the person described in and who executed the foregoing instrument, and she acknowledged to me that she signed and executed the same as Treasurer of said County as her free and voluntary act and deed, for the uses and purposes and in the capacity therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Print Name: Ann E. Lundeen
 NOTARY PUBLIC in and for the State of
 Washington, residing in: Olympia
 My commission expires: Aug. 29, 2021



PROPERTY #'S AND SHORT LEGALS FOR COUNTY DEED

EXHIBIT A

64130700100	<i>Fractional Lot 1 McElroy & Williams Third Addition</i>
66302100800	<i>Lot 8 Blk 21 Olympia Land Co.'s Amended Plat of Park Add to Olympia</i>
71930000017	<i>Tract Q Sagewood Div. 1</i>
75700000400	<i>Ptn Lot 4 Sparks Addition</i>
76001001500	<i>Lot 15 & 16 Blk 10 Squires Addition to Olympia</i>

PROPERTY #'S AND FULL LEGALS FOR COUNTY DEED

EXHIBIT B

Property #	Principal	Interest/Penalty	Costs	Total Judgment
12632320106	\$638.42	\$223.84	\$2,236.83	\$3,090.09

Legal:

That portion of the Northwest quarter of the Southwest quarter of the Section 32, Township 16 North, Range 2 West, W.M., lying Northerly of Danby Road and lying Easterly of the following described line: Beginning at the West quarter corner of said Section 32; thence East 1,306.00 feet to the beginning of said line; thence south 1,129.00 feet to the North line of county road known as Danby Drive and the terminus of said line. Except any portion lying within Parcel B of Boundary Line Adjustment No. BLAD-010781TC, as recorded November 15, 2001 under Auditor's File No. 3392157.

In Thurston County, Washington

Property #	Principal	Interest/Penalty	Costs	Total Judgment
35200802200	\$1,596.86	\$985.94	\$5,284.79	\$7,867.59

Legal:

Tract A of Boundary Line Adjustment No. BLA-050105-BU, as recorded July 27, 2005 under Auditor's File Nos. 3752430 and 3752431, being an amendment of Boundary Line Adjustment recorded under Auditor's File Nos. 3718363 and 3718364;

In Thurston County, Washington

Property #	Principal	Interest/Penalty	Costs	Total Judgment
35903302200	\$573.76	\$427.33	\$2,235.83	\$3,236.92

Legal:

Lot 22, Block 33 of Boston Harbor Division 1, as recorded in volume 8 of plats, page 30; Together with the North half of the vacated alley adjacent on the South.

In Thurston County, Washington

Property #	Principal	Interest/Penalty	Costs	Total Judgment
64130700100	\$46.37	\$17.78	\$2,235.83	\$2,299.98

Legal:

Fractional Lot 1 of McElroy and Williams Third Addition to Seatco, as recorded in volume 3 of plats, page 12.

In Thurston County, Washington

Property #	Principal	Interest/Penalty	Costs	Total Judgment
66302100800	\$366.32	\$141.12	\$2,235.83	\$2,743.27

Legal:

Lot 8 in Block 21 of Olympia Land Co.'s Amended Plat of Park Addition to Olympia, as recorded in Volume 7 of Plats, page 30;

In Thurston County, Washington

Property #	Principal	Interest/Penalty	Costs	Total Judgment
71930000017	\$462.48	\$183.22	\$2,235.83	\$2,881.53

Legal:

Tract Q of the Plat of Sagewood Division 1, according to plat recorded January 3, 2008 under Auditor's File No. 3981346;

In Thurston County, Washington

Property #	Principal	Interest/Penalty	Costs	Total Judgment
75700000400	\$1,052.99	\$392.25	\$2,235.83	\$3,681.07

Legal:

Lot 4 of Sparks Addition, as recorded in volume 11 of plats, page 127; Except the East 40 feet thereof as conveyed to the City of Olympia by instrument recorded under Recording No. 693570;

In Thurston County, Washington

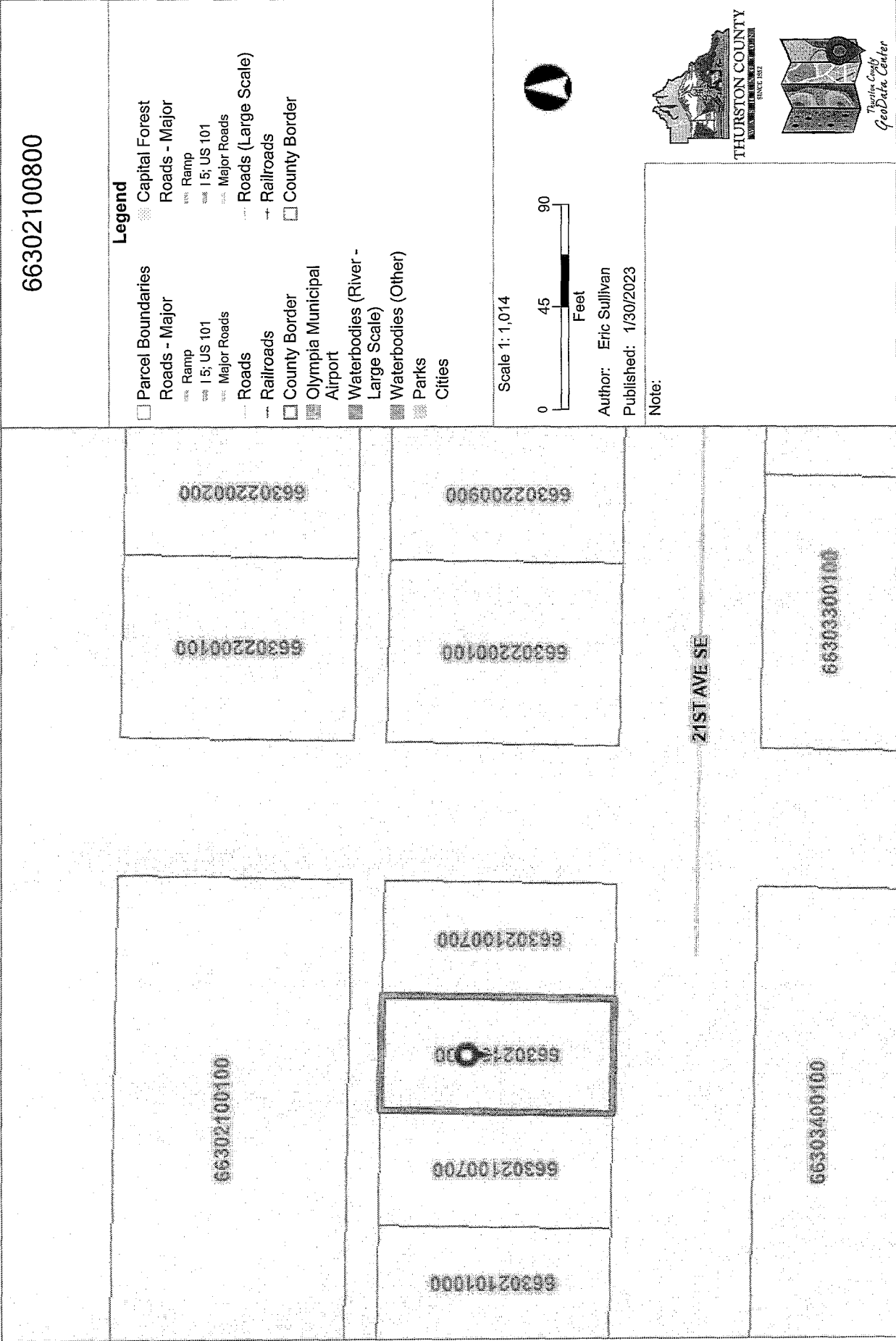
Property #	Principal	Interest/Penalty	Costs	Total Judgment
76001001500	\$159.10	\$60.47	\$2,235.83	\$2,455.40

Legal:

Lots 15 and 16, Block 10, Squires Addition to Olympia, as recorded in Volume 3 of Plats, Page 93;

Also, that portion of vacated alley which attaches by operation of law to Lots 15 and 16 in said block 10, by judgment filed February 5, 1992, Thurston County Superior Court Case No. 91-2-02755-0;

In Thurston County, Washington



Legend

☐ Parcel Boundaries

☐ Capital Forest

☐ Roads - Major

☐ Ramp

☐ I-5: US 101

☐ Major Roads

☐ Roads (Large Scale)

☐ Railroads

☐ County Border

☐ Olympia Municipal Airport

☐ Waterbodies (River - Large Scale)

☐ Waterbodies (Other)

☐ Parks

☐ Cities

Scale 1: 1,014

0 45 90 Feet

Author: Eric Sullivan

Published: 1/30/2023

Note:

Thurston County
Geographic Center

THURSTON COUNTY
WASHINGTON
SINCE 1852

The information included on this map has been compiled by Thurston County staff from a variety of sources and is subject to change without notice. Additional elements may be present in reality that are not represented on the map. Ortho-photos and other data may not align. The boundaries depicted by these datasets are approximate. This document is not intended for use as a survey product. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND WITH ALL FAULTS. Thurston County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. In no event shall Thurston County be liable for direct, indirect, consequential, special, or for damages of any kind, including, but not limited to, lost revenues or lost profits, real or anticipated, resulting from the use, misuse or reliance of the information contained on this map. If any portion of this map or disclaimer is missing or altered, Thurston County removes itself from all responsibility from the map and the data contained within. The burden for determining fitness for use lies entirely with the user and the user is solely responsible for understanding the accuracy limitation of the information contained in this map. Authorized for 3rd Party reproduction for personal use only.

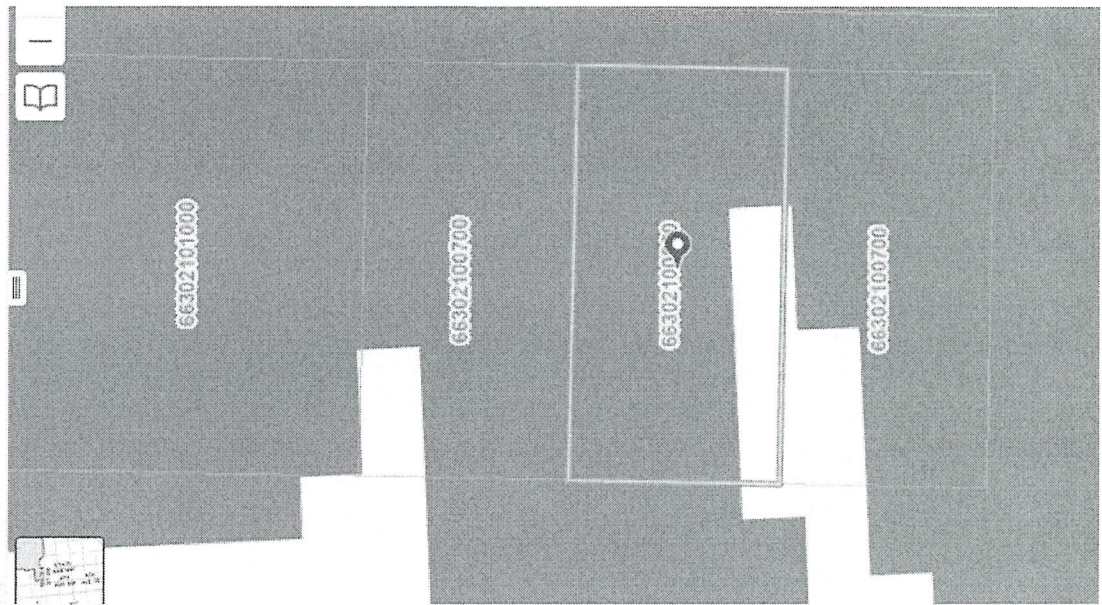


slope  Filter

☒ More Layers

☒ Environmental & Public Health Hazards

☒ Steep Slopes >



Parcel ID:	66302100800	Parcel Yr:	2024	Total Acres:	0.11	Active:	ACTIVE
Owner:	THURSTON, COUNTY OF - TAX TITLE	Region:	05	Total SQFT:	5000	Land Value:	17900
Address:	NO ASCEND SITUS ADDRESS	Nbhd:	16S2	Sale Date/Verify Code:	01/22/2019 OT	Bldg Value:	0
	, WA	Prop Type:	LND	Sale Price:	0	Total Value:	17900

PARCEL

- ☐ INSPECTION (4)
- ☒ LAND (1)
- ☐ RESIDENCE (0)
- ☐ MOBILE HOME (0)
- ☐ COMM SECTN (0)
- ☐ INCOME SMRY (0)
- ☐ DET STR (0)
- ☐ BLDG PERMIT (0)
- ☐ APPEAL TRK2 (0)
- ☐ BOE (0)
- ☐ PAR SALES (2)
- ☐ VALUATION (1)
- ☐ APPRAISAL (1)
- ☐ VALUE HIST (3)

Num Lots

Units Bldbl

Income Flag

Eff Frontage

Value Method

Interest Pct

Eff Depth

Land Value

Exempt Flag

Square Feet

Override Val

Size Adj Ovr

Acres

Cu Value

Override Rate

Bulkhead

Mstr Parcel Id

Influence

Pct Ownership

Rec	Influence	Inf Adj Pct	Inf Adj Amt
3	ST - STEEP-TOPO	75.00	
4	FR - FAIR NBHD APPEAL	90.00	
6	NR - NO-ROAD	50.00	
7	RS - RESTRICTIONS	50.00	

Allocated Value

Update Date 10/05/2011

Update Id STRINGS 012CE934DM67

Records Land Size/Adjustment Crop User 1

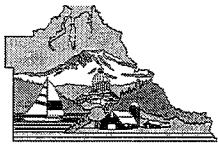
Parcel Info for Private Negotiation with Ian Blair

Parcel	Short Legal Description	Acres	BOCC Approved Selling Price
66302100800	Park Add to Oly Blk 21 Lt 8	.11	\$2,744.00
	Additional Excise Fee		\$10.00
	Additional Recording Fee		\$203.50
	Processing Fee		\$150.00
	Grand Total Sale Price		\$3,107.50

Parcel 66302100800

Approximate Tax Revenue per year

Assessed Value	\$17,900
Multiplied by Levy	9.95
Total	\$178.00
Which approximately 10% to General Fund	\$17.80



THURSTON COUNTY
WASHINGTON
SINCE 1883

JEFF GADMAN
TREASURER

3000 Pacific Ave SE, Olympia, Washington 98501-2043 • 360-786-5550 • FAX 360-754-4683
Web: www.thurstoncountywa.gov/treasurer Email: trsr@co.thurston.wa.us

Feb. 6th, 2023

Authority is requested of the following listed property number 66302100800 to be sold via private negotiation to Ian Blair, per attached detailed exhibit.



Jeff Gadman
Thurston County Treasurer
Thurston County Treasurer's Office

Approved:

Date: _____

Chair

Vice-Chair

Commissioner



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/23/2023

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 Amendement to the Agricultural Advisory Committee

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 amend the appointment of Stella Waxwing to the Agricultural Advisory Committee as a non-farmer member with a term expiration of February 28, 2025.

Item Description:

The Board provided direction during the 2/22/23 Agenda Review meeting.

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

Date Submitted: 2/23/2023



Board of County Commissioners
Citizen Advisory Boards and Commissions

Application

Name: Stella Rose Waxwing

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

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

Occupation: Biologist

Advisory Board and Commission applying for: Agriculture Advisory Committ

Available hours per month: 5

Briefly describe why you would like to serve.

I've lived and worked in Thurston County for most of my life, and my family has resided in the Olympia and Tenino area for five generations. I care a lot about the people, lands and resources of this region and would love to contribute toward its future.

List your community involvement and dates.

I've worked at a variety of nonprofits serving youth, including YMCA and Americorps. I also recently started working for Washington State Parks as a Natural Resources Specialist.

Describe your qualifications and skills that would be of benefit.

My professional training is primarily in botany and ecology, and I have many years experience working and recreating in the area. I'm also very familiar with the ecology, critical areas, and history of land use in Thurston County.

List your educational background and area of study.

Bachelor of Science and Arts in Botany and Ecology, the Evergreen State College, 2016; professional Certificate in Wetland Science and Management, the University of Washington, 2022

Signature: _____ Date: 12/15/2022

Return completed form to Jamie Caldwell, Clerk of the Board.

Jamie.Caldwell@co.thurston.wa.us

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



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/23/2023

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**

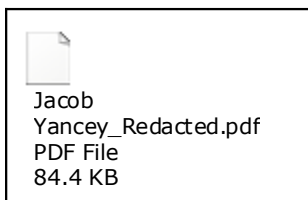
Item Title:

Re-appointment to the Agricultural Advisory Committee

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 re-appoint Jacob Yancey to the Agricultural Advisory Committee, for a 2-year term, with a term expiration of February 28, 2025.

Item Description:

The Board provided direction during the 2/22/23 agenda review meeting.

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

Date Submitted: 2/23/2023



**Board of County Commissioners
Citizen Advisory Boards and
Commissions**

Application

Name: __Jacob D. Yancey__

Mailing Address: _____ City: _____ State/ZIP: __WA/ _____

Preferred Phone Number: _____ Email: _____

Occupation: __Cattle Rancher, Police Sergeant__

Advisory Board and Commission applying for: Ag. Advisory Committee - Farmer

Member __ Available hours per month: __8hr__

Briefly describe why you would like to serve: As a standing Farmer Member of the Ag. Advisory Committee I would like to continue as a member of this Committee. I believe strongly in making sound decisions that keep agriculture viable in Thurston County while being strategic in the need for County development and growth. I hope to see agriculture continue to be an important part of the viability of this County where I live.

List your community involvement and dates: I have been a Farmer Member of the Thurston County Ag. Advisory Committee for 2 years and currently serve as the Assistant Chair of the Committee (2021. 2022). I have served as a guest speaker for the WSU Extension Service providing talks to first time/ developing farmers (2020). I have been a guest speaker/attendee at the the Western Oak Partnership (Vancouver 2022) and Partnerscapes Conferences (2023) speaking about Conservation Grazing and working with wildlife in ranching. I have been an active member of the Future Farmers of America (1994-99).

Describe your qualifications and skills that would be of benefit: I have approximately 5 years working for others in Cattle Ranching, Range Management, Rotational Grazing, and Regenerative Grazing Operations. I am currently an active Rancher/ Owner/ Operator raising cattle on leased pastures in Thurston, Grays Harbor, Mason, and Lewis Counties. We Currently run cattle over 325 acres and have been an active producer in Thurston County selling beef, and merchandise, direct to consumers. I also currently serve as an advisory member with Ecostudies Institute on conservation grazing programs and land consultations.

List educational background and area of study: Attended WSU studying Agriculture Business. Attended Walla Walla Community College obtaining my certificate as a Certified Farrier through the American Farriers Association.

Signature: *Jacob Yancey* Date: 1-30-23

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**

Agenda Date:

Date Created: 2/23/2023

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**

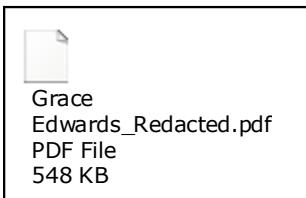
Item Title:

Re-appointment to the Historic Commission

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 re-appoint Grace Edwards to the Historic Commission, for a 4-year term, with a term expiration of February 28, 2027.

Item Description:

The Board provided direction during the 2/22/23 agenda review meeting.

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

Date Submitted: 2/23/2023



Board of County Commissioners
Citizen Advisory Boards and Commissions

Application

Name: Grace Edwards

Mailing Address:

City:

State/ZIP:

Preferred Phone Number:

Email:

Occupation: Business Analyst

Advisory Board and Commission applying for: Historic Commission

Available hours per month: 15

Briefly describe why you would like to serve.

I have lived in Thurston County all of my life, so it is very near to my heart and I greatly appreciate the opportunity to work to preserve its heritage.

List your community involvement and dates.

· Historic Commission 2/2022 - present
· Tumwater Planning Commission 11/21 - present

Describe your qualifications and skills that would be of benefit.

currently the chair of the Thurston County Historic Commission and would love to continue serving.

List your educational background and area of study.

BA in Political Science with a minor in Latin from Western Washington University

Signature:

Grace Edwards

Date:

2/20/2023

Return completed form to Jamie Caldwell, Clerk of the Board.

jamie.caldwell@co.thurston.wa.us

Thurston County Commissioners Office

2000 Lakeridge Dr SW, Olympia, WA 98502



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/23/2023

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**

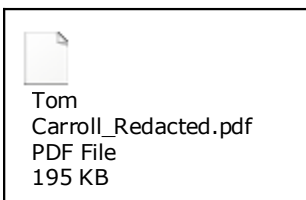
Item Title:

Appointment to the Medic1 EMS Council

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 appoint Tom Carroll to the Medic1 EMS Council for a 2-year term, with a term expiration of February 28, 2025.

Item Description:

The Board provided direction during the 2/22/23 agenda review meeting.

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

Date Submitted: 2/23/2023



Board of County Commissioners
Citizen Advisory Boards and Commissions

Application

Name: Tom Carroll

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

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

Occupation: Info Technology Consultant

Advisory Board and Commission applying for: Medic One EMS Council

Available hours per month: 16

Briefly describe why you would like to serve.

I am looking to serve on a local board that deals with community health and safety. I enjoyed my time with LFD3 and became intrigued by the EMS challenges and opportunities facing the department. I see EMS as a vital public safety function.

List your community involvement and dates.

Trustee and Chair, Leadership Thurston County, 2014-2022; Member and Chair, Lacey Fire District 3 Citizen Advisory Committee, 2013-20; Lacey Fire Levy Lift Committee, 2014; Governor, Rotary District 5020, 2017-18; President, Gateway Rotary.

Describe your qualifications and skills that would be of benefit.

Retired after 30 years service as a Captain, US Navy. I own a firm that manages the state's education network. I have decades of experience working with others to solve complex problems. I enjoy working in teams to find innovative and workable solutions.

List your educational background and area of study.

1981 University of Washington, Bachelor of Arts, Political Science, Foreign Affairs
2008 University of Phoenix, Masters of Information Systems
2003 Project Management Institute Project Management Professional (PMP)

Signature: Thomas Carroll Digitally signed by Thomas Carroll
Date: 2023.01.23 18:22:28 -0800 Date: Jan 23, 2023

Return completed form to Jamie Caldwell, Clerk of the Board.

Jamie.Caldwell@co.thurston.wa.us

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



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/10/2023

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



021023Comms.pdf
PDF File
158 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 6, 2023 for a combined amount of \$1,561,361.18

Item Description:

Atrium expenditures on pages 1, 23, and 24.

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

Date Submitted: 2/10/2023



Thurston County, Washington Accounts Payable Report

Prepared by Auditor/Financial Services
02/06/2023 - 02/10/2023

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

03 COMMISSIONERS ADMIN

SUPPLIES

005199298	1575626	RICHARDSON BOTTLING CO	02/10/2023	23JAN:DRINKING WATER:CENTRAL SERVICE:	15.57
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SMALL TOOLS & MINOR EQUIPMENT

14708	1575639	DESCO ELECTRONICS CORP	02/10/2023	ATRIUM:EQUIPMENT MOVE/INSTALL:2023 PO	2,264.17
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PROFESSIONAL SERVICES

14708	1575639	DESCO ELECTRONICS CORP	02/10/2023	ATRIUM:EQUIPMENT MOVE/INSTALL:2023 PO	13,048.35
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Total:					\$15,328.09
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05 CLERK FAMILY JUVENILE COURT

SUPPLIES

INV136614	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	STAPLES	53.61
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216137-2	37938	CRAINS OFFICENTER INC	02/10/2023	COLORED PAPER	26.25
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217646-0	37930	CRAINS OFFICENTER INC	02/08/2023	NAME STAMPS	34.00
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14699821 012823	37920	DS SERVICES OF AMERICA INC	02/07/2023	BOTTLE WATER DELIVERY	129.37
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OPERATING LEASES/RENTALS

INV140260	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 CHANDLER COURT	328.52
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REPAIRS & MAINTENANCE

INV140259	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3723	297.08
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INV140258	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3724	236.18
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MISCELLANEOUS

INV140259	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3723	5.00
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INV140258	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3724	5.00
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CAP LEASES/INSTALL PURCHASES

INV140259	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3723	206.85
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INV140258	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3724	209.25
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INTEREST-LONG TERM EXT DEBT

INV140259	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3723	50.10
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INV140258	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3724	47.70
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Total:					\$1,628.91
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Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
05 CLERK MAIN COURT					
SUPPLIES					
217646-0	37930	CRAINS OFFICENTER INC	02/08/2023	NAME STAMPS	170.00
14699790 012823	37921	DS SERVICES OF AMERICA INC	02/07/2023	BOTTLE WATER DELIVERY	279.12
PROFESSIONAL SERVICES					
234388	37931	CORPORATE TRANSLATION SERVICES INC	02/08/2023	TRANSLATION SERVICE	2.17
REPAIRS & MAINTENANCE					
INV140262	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3725	215.79
INV140261	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3726	44.04
MISCELLANEOUS					
INV140262	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3725	5.00
INV140261	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3726	5.00
CAP LEASES/INSTALL PURCHASES					
INV140262	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3725	209.25
INV140261	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3726	158.87
INTEREST-LONG TERM EXT DEBT					
INV140262	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3725	47.70
INV140261	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT26 FA3726	98.08
Total:					\$1,235.02
06 SC JURY					
OPERATING LEASES/RENTALS					
INV140272	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 10167-01	12.15
005204993	1575626	RICHARDSON BOTTLING CO	02/10/2023	WATER FOR JURORS	34.99
005204992	1575626	RICHARDSON BOTTLING CO	02/10/2023	WATER FOR JURORS	139.94
REPAIRS & MAINTENANCE					
INV140275	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR CN2106-01	144.22
MISCELLANEOUS					
INV140272	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 10167-01	4.06
JUROR PAYMENTS ONLY					
1748761	1575497	SUPERIOR COURT ONE TIME VENDOR	02/08/2023	JURY SVCS 08/01-08/05/22	21.25
Total:					\$356.61
06 SC FAMILY JUVENILE COURT					
PROFESSIONAL SERVICES					

Thurston County Washington
Accounts Payable Report

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

06 SC FAMILY JUVENILE COURT

PROFESSIONAL SERVICES

012023A	1575644	ANITA E AHUMADA	02/10/2023	SPANISH 21-3-01140-34	140.00
012323A	1575644	ANITA E AHUMADA	02/10/2023	SPANISH 22-3-01117-34	163.58
010923A	1575644	ANITA E AHUMADA	02/10/2023	SPANISH 22-7-00300-34	93.58
4270	1575659	DANIEL R SMERKEN	02/10/2023	ITA GAL SVCS 21-6-00063-34	87.50
4283	1575659	DANIEL R SMERKEN	02/10/2023	ITA GAL SVCS 21-6-00622-34	87.50
4274	1575659	DANIEL R SMERKEN	02/10/2023	ITA GAL SVCS 22-6-00820-34	75.00
4260	1575659	DANIEL R SMERKEN	02/10/2023	ITA GAL SVCS 23-6-00019-34	115.00
20-3-01240-34	1575613	KATHRYN A BEEHLER	02/10/2023	TRANSCRIPTS 20-3-01240-34	86.00
50	1575649	MICHELLE LEE RYDER	02/10/2023	GAL SVCS 22-3-00823-34	1,250.00
00475	1575647	OTTO S MATSCH	02/10/2023	ADULT CV SVCS 20-4-00475-34	547.50
622	1575616	RALPH H BESWICK	02/10/2023	TRANSCRIPTS 20-3-01240-34	399.00
TC-28180013123	1575632	REGIONAL TOXICOLOGY SERVICES LLC	02/10/2023	FJC UAS 01/23	290.66

PROF SVS-LEGAL FEES

22-2-01292-34	1575619	CONNOLLY TACON & MESERVE	02/10/2023	ARB SVCS 22-2-01292-34	435.37
22-2-01570-34	1575664	CURTIS J COYNE	02/10/2023	ARB SVCS 22-2-01570-34	346.56
22-2-02716-34	1575664	CURTIS J COYNE	02/10/2023	ARB SVCS 22-2-02716-34	240.32
22-2-01480-34	1575618	DOUGLAS H BROWN	02/10/2023	ARB SVCS 22-2-01480-34	493.42
6800	1575658	LAW OFFICES OF JENNIFER R SMITH	02/10/2023	ATTY SVCS 19-7-00358-34	72.00
6789	1575658	LAW OFFICES OF JENNIFER R SMITH	02/10/2023	ATTY SVCS 19-7-00464-34	60.00
6807	1575658	LAW OFFICES OF JENNIFER R SMITH	02/10/2023	ATTY SVCS 22-3-00748-34	10.00
6825	1575658	LAW OFFICES OF JENNIFER R SMITH	02/10/2023	PARENT ATTY SVCS 21-4-00578-34	75.00
6788	1575658	LAW OFFICES OF JENNIFER R SMITH	02/10/2023	PARENT ATTY SVCS 22-4-00370-34	30.00
6822	1575658	LAW OFFICES OF JENNIFER R SMITH	02/10/2023	PARENT ATTY SVCS 22-4-00968-34	162.00

OPERATING LEASES/RENTALS

INV140271	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 9361-01	256.08
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MISCELLANEOUS

1749169	1575638	ASSOC OF WA ST COURT ADMINISTRATORS	02/10/2023	2023 AWSCA DUES FOR K.JENSEN	200.00
INV140271	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 9361-01	41.60

Total: **\$5,757.67**

06 SUPERIOR CRT ADMINISTRATION

OPERATING LEASES/RENTALS

INV140272	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 10167-01	42.21
INV140274	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR CN2300-01	30.48
INV140273	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR CN2604-01	190.44

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
06 SUPERIOR CRT ADMINISTRATION					
REPAIRS & MAINTENANCE					
INV140274	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR CN2300-01	5.47
INV140273	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR CN2604-01	6.66
MISCELLANEOUS					
INV140272	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 10167-01	14.12
Total:					\$289.38
06 MAIN CAMPUS OPERATIONS					
PROFESSIONAL SERVICES					
010923P	1575644	ANITA E AHUMADA	02/10/2023	SPANISH 22-1-00215-34	70.00
013023A	1575644	ANITA E AHUMADA	02/10/2023	SPANISH 22-1-00215-34	140.00
013023A	1575655	HUA BARBARA YE ROBINSON	02/10/2023	MANDARIN 23-1-01294-34	170.00
OPERATING LEASES/RENTALS					
INV140272	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 10167-01	188.86
MISCELLANEOUS					
1749168	1575638	ASSOC OF WA ST COURT ADMINISTRATORS	02/10/2023	2023 AWSCA DUES FOR T.MOORE	100.00
INV140272	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 10167-01	63.19
Total:					\$732.05
06 SC SECURITY					
OPERATING LEASES/RENTALS					
INV140272	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 10167-01	60.42
MISCELLANEOUS					
INV140272	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 10167-01	20.22
Total:					\$80.64
06 SC DRUG COURT - GRANTS CONT					
PROFESSIONAL SERVICES					
TC-47569013123	1575632	REGIONAL TOXICOLOGY SERVICES LLC	02/10/2023	DRUG COURT UAS 01/23	6,364.63
Total:					\$6,364.63
07 DC COURTROOM SVS-INTERPRETE					
PROFESSIONAL SERVICES					
1748546	1575467	ANITA E AHUMADA	02/06/2023	INTERPRETER SERVC 010323	175.00
1748547	1575467	ANITA E AHUMADA	02/06/2023	INTERPRETER SERVC 011723	303.58
1748548	1575467	ANITA E AHUMADA	02/06/2023	INTERPRETER SERVC 011923	618.58

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
07 DC COURTROOM SVS-INTERPRETE					
PROFESSIONAL SERVICES					
1748549	1575467	ANITA E AHUMADA	02/06/2023	INTERPRETER SERVC 012423	303.58
1748550	1575467	ANITA E AHUMADA	02/06/2023	INTERPRETER SERVC 012723	140.00
1748551	1575467	ANITA E AHUMADA	02/06/2023	INTERPRETER SERVC 013123	303.58
1748307	1575469	MARINA Y DELAHUNT	02/06/2023	INTERPRETER SERVC 013123	130.00
Total:					\$1,974.32
08 JC CASELOAD SERVICES					
PROF SVS-LABORATORY					
TC-16480013123	1575632	REGIONAL TOXICOLOGY SERVICES LLC	02/10/2023	JUVENILE COURT UAS 01/23	107.97
Total:					\$107.97
08 JC O/T-DETENTION SALES TAX					
SUPPLIES-FOOD-INSTITUTIONAL					
F185016	1575620	CORRECTIONAL INDUSTRIES	02/10/2023	SNACKS FOR JUVENILES IN CUSTODY	387.20
Total:					\$387.20
08 JC CASA PROGRAM					
SUPPLIES					
0726241	1575660	WATERCO OF THE PACIFIC NORTH WEST INC	02/10/2023	WATER FOR DGAL VOLUNTEERS	116.74
Total:					\$116.74
09 PA ADMIN					
SUPPLIES-LEGAL REF MATERIALS					
3094319475	1575482	REED ELSEVIER	02/08/2023	ACCT#422N3TMWV LEGAL REFERENCE	1,507.16
MISCELLANEOUS					
INV2592805	37907	COPIERS NORTHWEST INC	02/07/2023	ACCT#203294 OVERAGE FEE	93.14
2023	1575510	THURSTON COUNTY BAR ASSOC	02/08/2023	2023 MEMBER DUES: 32 ATTORNEYS	1,400.00
Total:					\$3,000.30
09 PA FAMILY SUPPORT					
PROFESSIONAL SERVICES					
5616	1575501	ADDISON LEGAL SERVICES LLC	02/08/2023	LEGAL SERVICES	55.00
5606	1575501	ADDISON LEGAL SERVICES LLC	02/08/2023	LEGAL SERVICES	65.00
5585	1575501	ADDISON LEGAL SERVICES LLC	02/08/2023	LEGAL SERVICES	105.00
Total:					\$225.00

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
09 GENERAL FELONY-OPS					
SUPPLIES-OFFICE					
289550579001	1575503	ODP BUSINESS SOLUTIONS LLC	02/08/2023	ACCT#67025401 OFC SUPPLIES	16.41
285965862001	1575504	ODP BUSINESS SOLUTIONS LLC	02/08/2023	ACCT#67025401 OFC SUPPLIES	58.78
SUPPLIES-LEGAL REF MATERIALS					
847852888	37947	WEST PUBLISHING CORPORATION	02/10/2023	ACCT#1000718323 LEGAL REFERENCE	944.00
PROFESSIONAL SERVICES					
JAN-2023	37926	EKATERINA V SHKURKIN	02/07/2023	CLINICAL INTERN SUPV: JAN-2023	160.00
Total:					\$1,179.19
09 JUVENILE-OPS					
SUPPLIES-OFFICE					
289549783001	1575506	ODP BUSINESS SOLUTIONS LLC	02/08/2023	ACCT#67025401 OFC SUPPLIES	95.96
Total:					\$95.96
09 DOMESTIC VIOLENCE-OPS					
OPERATING LEASES/RENTALS					
202001-599	37936	FAMILY SUPPORT CENTER OF SOUTH SOUNI	02/10/2023	DV OFFICE RENT: FEB-2023	256.42
202001-604	37936	FAMILY SUPPORT CENTER OF SOUTH SOUNI	02/10/2023	DV OFFICE RENT: FEB-2023	4,020.50
Total:					\$4,276.92
09 CIVIL-OPS					
SUPPLIES-LEGAL REF MATERIALS					
847852888	37947	WEST PUBLISHING CORPORATION	02/10/2023	ACCT#1000718323 LEGAL REFERENCE	1,416.93
Total:					\$1,416.93
10 SHERIFF ADMIN					
SUPPLIES-UNIFORMS/CLOTHING					
INV669998	1575479	LN CURTIS & SONS	02/08/2023	SUPP:UNIF:NW HIRE: SHIRT:PEARSALL, D.	131.66
INV665552	1575623	LN CURTIS & SONS	02/10/2023	SUPP:UNIF:NW HRE:SHIRTS& EMBLEMS:PEA	496.95
SMALL TOOLS & MINOR EQUIPMENT					
217650-0	37908	CRAINS OFFICENTER INC	02/07/2023	SUPP:COUNTY SEAL:SHERIFF SANDERS	95.25
MISCELLANEOUS					
DUES 2023-00372	1575465	WA ASSOC OF SHERIFFS & POLICE CHIEF	02/06/2023	2023 WASPC MBR DUES: PEARSALL & CARTE	75.00
Total:					\$798.86
10 SHERIFF ACCTG SVS					

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
10 SHERIFF ACCTG SVS					
PROFESSIONAL SERVICES					
13175087	1575470	LOOMIS	02/06/2023	1/23 ARMORED CAR SERVICE	582.00
Total:					\$582.00
10 SHERIFF INVESTIGATION					
SUPPLIES-UNIFORMS/CLOTHING					
INV659025	1575623	LN CURTIS & SONS	02/10/2023	SUPP:UNIF:POLO:HILES, JOE	88.48
Total:					\$88.48
10 SHERIFF PATROL					
SUPPLIES-UNIFORMS/CLOTHING					
023363505	37917	GALLS-AN ARAMARK CO	02/07/2023	SUPP:UNIFORMS: 2PR PANTS: RUSSELL, RY/	197.10
INV671864	1575623	LN CURTIS & SONS	02/10/2023	(22002423):SUPP:UNIF: 2 SHIRTS:SCOUT	100.12
INV672214	1575623	LN CURTIS & SONS	02/10/2023	SUPP:10-RADIO EAR PIECES FOR PATROL	378.22
SMALL TOOLS & MINOR EQUIPMENT					
220463	1575500	29 ELEVEN INC	02/08/2023	SUPP: 2 DOOR NAME PLATES	21.90
PROFESSIONAL SERVICES					
16473	1575645	SUMMIT TOWING INC	02/10/2023	VTOW:22-006436	182.32
OPERATING LEASES/RENTALS					
106910145	37923	RICOH	02/07/2023	PMT-35F7010//23FEB:4108:FOB:RENT	136.58
REPAIRS & MAINTENANCE					
INV761638	1575653	DAY MANAGEMENT CORP	02/10/2023	3 RADAR UNITS:CERTIFICATION AND SERVIC	361.63
MISCELLANEOUS					
202301005116	37958	PLUTO ACQUISITION OPCO LLC	02/10/2023	JAN:PRE-EM BCKGRND: 2- OPS, 5-CORR	88.72
Total:					\$1,466.59
10 SHERIFF TRAFFIC UNIT					
PROFESSIONAL SERVICES					
WINTER202202012023	37962	ORIANA COZZOLINO	02/10/2023	COUNSELING, CERTIFICATION, TRAINING:01-	3,600.00
56203	1575494	WATCH SYSTEMS LLC	02/08/2023	SOR:COMM NOTIF:OWI/WATT, ZARATE, WAT	190.86
Total:					\$3,790.86
10 SHERIFF STAFF SERVICES					
SUPPLIES					
289559650001	1575505	ODP BUSINESS SOLUTIONS LLC	02/08/2023	SUPP:OFF:WALL POCKET, FILE FOLDERS	76.63
289545620001	1575507	ODP BUSINESS SOLUTIONS LLC	02/08/2023	SUPP:OFFICE:PENS, TISSUE, TAPE, BINDER	355.28

Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
10 SHERIFF STAFF SERVICES					
PROFESSIONAL SERVICES					
10733973	1575622	LANGUAGE LINE SERVICES INC	02/10/2023	'23JAN:INTERPRETATION SERVICES	48.63
COMMUNICATIONS					
8-027-99613	1575631	FEDERAL EXPRESS CORPORATION	02/10/2023	EVDN PKG	41.04
MISCELLANEOUS					
DUES 2023-00372	1575465	WA ASSOC OF SHERIFFS & POLICE CHIEF	02/06/2023	2023 WASPC MBR DUES: PEARSALL & CARTE	75.00
Total:					\$596.58
11 CORR INMATE MEDICAL					
SUPPLIES-MEDICAL					
20255854	37925	MCKESSON MEDICAL-SURGICAL GOVT SOLL	02/07/2023	SPLY MDCL: MEDICATED SHAMPOO	36.90
20255236	37925	MCKESSON MEDICAL-SURGICAL GOVT SOLL	02/07/2023	SPLY MDCL: SALINE: CLEANSER	64.24
20274708	37925	MCKESSON MEDICAL-SURGICAL GOVT SOLL	02/07/2023	SPLY: MDCL: HYROCORTISONE	22.35
20255599	37925	MCKESSON MEDICAL-SURGICAL GOVT SOLL	02/07/2023	SPLY: MDCL: THERAPEUTIC SHAMPOO	48.09
SUPPLIES-DRUGS/PHARMACEUTICALS					
3974452	1575650	EVERGREEN PHARMACEUTICAL LLC	02/10/2023	JAN 2023: I/M RX	10,548.94
PROFESSIONAL SERVICES					
TC-23-1002	37910	HEALTHCARE DELIVERY INC	02/07/2023	01/16/23-01/31/23: MDCL SVCS	69,315.40
PROF SVS-HOSPITAL					
771266190602	37951	MULTICARE HEALTH SYSTEM	02/10/2023	DOS 11/29/2022: STANLEY, DYLAN	128.28
PROF SVS-LABORATORY					
19304439	37955	INTERPATH LABORATORY INC	02/10/2023	JAN 2023: I/M LAB: EMP LAB	378.00
19304439	37955	INTERPATH LABORATORY INC	02/10/2023	JAN 2023: I/M LAB: EMP LAB	485.50
38845548	37954	NEW SCHRYVER LLC	02/10/2023	JAN 2023: I/M RADIOLOGY: TRIP CHARGES	585.00
38845549	37954	NEW SCHRYVER LLC	02/10/2023	JAN 2023: I/M ULTRASOUND: TRIP CHARGES	150.00
PROF SVS-MEDICAL PAYMENTS					
OLP00001617501	1575665	OLYMPIA EMERGENCY CARE PHYSICIANS PL	02/10/2023	DOS 1/8/2023: NAVARRO, MATIAS	306.00
CAP LEASES/INSTALL PURCHASES					
106854341	37923	RICOH	02/07/2023	PMT-01//23FEB:8489:F5862:MDCL:RENT	142.23
INTEREST-LONG TERM EXT DEBT					
106854341	37923	RICOH	02/07/2023	PMT-01//23FEB:8489:F5862:MDCL:RENT	26.03
Total:					\$82,236.96
11 CORR OPERATIONS					

Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
11 CORR OPERATIONS					
SUPPLIES					
005219323	1575626	RICHARDSON BOTTLING CO	02/10/2023	'23FEB:SATELLITE:WATER COOLER RENTAL/I	20.73
SUPPLIES-UNIFORMS/CLOTHING					
INV672021	1575479	LN CURTIS & SONS	02/08/2023	NWHR:ACADEMY UNIFORM:HERNANDEZ	63.94
INV670915	1575479	LN CURTIS & SONS	02/08/2023	NWHR:DUTY GEAR: HERNANDEZ	39.95
INV672444	1575479	LN CURTIS & SONS	02/08/2023	NWHR:UNIFORM ALLOWANCE:HERNANDEZ	66.58
INV672066	1575479	LN CURTIS & SONS	02/08/2023	NWHR:UNIFORM ALLOWANCE:HERNANDEZ	494.81
INV673130	1575623	LN CURTIS & SONS	02/10/2023	NWHR:UNIFORM:HERNANDEZ	61.31
INV670152	1575623	LN CURTIS & SONS	02/10/2023	NWHR:UNIFORM:HERNANDEZ	77.30
INV673611	1575623	LN CURTIS & SONS	02/10/2023	SAFARILAND GROUP 4 DOUBLE MAG 97 TOT.	2,867.81
INV671906	1575479	LN CURTIS & SONS	02/08/2023	SUPP: 4 HOLSTERS	508.66
SUPPLIES-I/M LINENS/CLOTHING					
INV1867361	1575617	BOB BARKER COMPANY INC	02/10/2023	SUPP:IM UNIFORMS: 18 SANDALS AND 12 MA	1,179.84
INV1866693	1575477	BOB BARKER COMPANY INC	02/08/2023	SUPP:INMATE UNIFORMS:TROUSER, SHIRTS	1,205.33
INV1866173	1575477	BOB BARKER COMPANY INC	02/08/2023	SUPP:INMATE UNIFORMS:TROUSERS & SANI	2,156.63
PROFESSIONAL SERVICES					
TRNPT/DVOP-23JAN	1575615	ALTERNATIVES PROFESSIONAL COUNSELIN	02/10/2023	'23JAN:TRNG POINT/MEN/WOMEN DV/AM/DV	2,972.50
19304439	37955	INTERPATH LABORATORY INC	02/10/2023	JAN 2023: I/M LAB: EMP LAB	252.00
OPERATING LEASES/RENTALS					
005219323	1575626	RICHARDSON BOTTLING CO	02/10/2023	'23FEB:SATELLITE:WATER COOLER RENTAL/I	8.76
REPAIRS & MAINTENANCE					
22080131	1575483	MAL INC	02/08/2023	CHG OUT ADA URINAL TO STANDARD	2,415.31
MISCELLANEOUS					
202301005116	37958	PLUTO ACQUISITION OPCO LLC	02/10/2023	JAN:PRE-EM BCKGRND: 2- OPS, 5-CORR	35.49
106882616	37923	RICOH	02/07/2023	PMT-20 F5596//23FEB:9753:JAIL RCPT:RENT	0.37
CAP LEASES/INSTALL PURCHASES					
106882616	37923	RICOH	02/07/2023	PMT-20 F5596//23FEB:9753:JAIL RCPT:RENT	373.25
INTEREST-LONG TERM EXT DEBT					
106882616	37923	RICOH	02/07/2023	PMT-20 F5596//23FEB:9753:JAIL RCPT:RENT	30.85
Total:					\$14,831.42

22 HUMAN RESOURCES

SUPPLIES

731120580	1575496	DEPARTMENT OF ENTERPRISE SERVICES	02/08/2023	STATE CUBICLE/WALL CALENDARS	52.02
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Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
22 HUMAN RESOURCES					
OPERATING LEASES/RENTALS					
INV140268	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	23FEB:F3606:SHARP MX6070N:11618:RENT/2:	204.35
MISCELLANEOUS					
INV140268	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	23FEB:F3606:SHARP MX6070N:11618:RENT/2:	136.93
Total:					\$393.30
22 HR TRAINING PROGRAM					
OPERATING LEASES/RENTALS					
INV140268	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	23FEB:F3606:SHARP MX6070N:11618:RENT/2:	87.58
MISCELLANEOUS					
INV140268	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	23FEB:F3606:SHARP MX6070N:11618:RENT/2:	58.68
Total:					\$146.26
22 HR BOARD OF EQUALIZATION					
OPERATING LEASES/RENTALS					
INV140267	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	23FEB:SHARP MX5141N:10137:RENT/23JAN:II	150.18
MISCELLANEOUS					
INV140267	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	23FEB:SHARP MX5141N:10137:RENT/23JAN:II	42.97
Total:					\$193.15
23 LEOFF-1 MEDICAL					
MEDICAL LEOFF 1					
310153	37949	BRIAN D SCHOENING	02/10/2023	LF1: COPAY 01/06/23	15.00
23JAN09	37949	BRIAN D SCHOENING	02/10/2023	LF1: COPAY 01/09/23	30.00
23JAN03	37949	BRIAN D SCHOENING	02/10/2023	LF1: RX 01/03/23	8.44
23JAN09B	37949	BRIAN D SCHOENING	02/10/2023	LF1: RX 01/09/2023	30.00
2023018012-359	37949	BRIAN D SCHOENING	02/10/2023	LF1: RX 01/18/23	423.53
23JAN19	37949	BRIAN D SCHOENING	02/10/2023	LF1: RX 01/19/23	30.00
Total:					\$536.97
23 NON DEPT COMMUNITY ENTITIES					
PROFESSIONAL SERVICES					
21-2000343-34	1575667	ARTHUR WEST	02/10/2023	SETTLEMENT WEST V THURSTON COUNTY:2	9,000.00
Total:					\$9,000.00
23 NON DEPT LEGAL ADVICE					

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
23 NON DEPT LEGAL ADVICE					
PROF SVS-LEGAL FEES					
14942	1575666	ZIONTZ CHESTNUT	02/10/2023	23JAN:LEGAL SERVICES:SUMMIT LAKE APPE	16,124.00
Total:					\$16,124.00
23 NON DEPT ANIMAL CONTROL					
PROFESSIONAL SERVICES					
17472	1575629	CITY OF LACEY	02/10/2023	23FEB:ANIMAL SERVICES	76,224.00
Total:					\$76,224.00
23 NON DEPT ASSESSMENT					
PROFESSIONAL SERVICES					
23Q1-ASSESSMENT	37915	THURSTON REGIONAL PLANNING COUNCIL	02/07/2023	23Q1 ASSESSMENT	50,652.00
Total:					\$50,652.00
24 TCPD ADMIN COSTS RESTRICTED					
SUPPLIES					
181291	1575640	FOOTEPRINTS INC	02/10/2023	COLOR COPIES	313.83
Total:					\$313.83
24 TCPD SC PROF SVS					
PROFESSIONAL SERVICES					
23-0013	1575641	FRED DOUGHTY	02/10/2023	22-1-00863-34 LEHMAN	350.00
615	1575616	RALPH H BESWICK	02/10/2023	97-1-02186-7 PRICE BLAKE	124.10
Total:					\$474.10
24 TCPD SC PANEL ATTNYS					
PROFESSIONAL SERVICES					
123	1575661	REBECCA GRAEF	02/10/2023	16-1-01291-34 CONNOR	800.00
124	1575661	REBECCA GRAEF	02/10/2023	22-1-00150-34 NEAVEZ	315.00
126	1575661	REBECCA GRAEF	02/10/2023	22-1-00317-34 FERGUSON	210.00
127	1575661	REBECCA GRAEF	02/10/2023	22-1-00425-34 KNOWLES	125.00
128	1575661	REBECCA GRAEF	02/10/2023	22-1-00549-34 GILLIGAN	430.00
PROF SVS-FIXED PRICE CONTRACT					
21-1-01095-34	1575643	KARL A HACK ATTORNEY AT LAW PLLC	02/10/2023	21-1-01095-34 GALLOWAY	800.00
22-1-01268-34	1575643	KARL A HACK ATTORNEY AT LAW PLLC	02/10/2023	22-1-01268-34 MADIGAN	800.00
22-1-01275-34	1575643	KARL A HACK ATTORNEY AT LAW PLLC	02/10/2023	22-1-01275-34 LINVILLE	800.00
Total:					\$4,280.00

Thurston County Washington
Accounts Payable Report

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

24 TCPD JUVI CRIMINAL CONFLCTS

PROF SVS-LEGAL FEES

22-8-00188-34	1575643	KARL A HACK ATTORNEY AT LAW PLLC	02/10/2023	22-8-00188-34 RHODEN	150.00
21DV-1104-TCP-2	1575613	KATHRYN A BEEHLER	02/10/2023	22-8-00203-34 DESKUS	204.00
Total:					\$354.00

24 TCPD DIST CRIMINAL PROF SVS

PROFESSIONAL SERVICES

16993-TCP	1575613	KATHRYN A BEEHLER	02/10/2023	16993-TCP VAIL	130.00
21DV-1104-TCP-3	1575613	KATHRYN A BEEHLER	02/10/2023	21DV-1104-TCP BENSON	65.00
2A0632392-THC-1	1575613	KATHRYN A BEEHLER	02/10/2023	2A0632392-THC BUFFUM	65.00
2A0632392-THC-2	1575613	KATHRYN A BEEHLER	02/10/2023	2A0632392-THC BUFFUM	85.00
Total:					\$345.00

24 TCPD CRIMINAL JUSTICE TRET

PROFESSIONAL SERVICES

4046	1575663	CIMBERLEIGH MCLEAN	02/10/2023	22-1-01067-34 RAMIREZ	350.00
1556	1575642	NORTHWEST RESOURCES II	02/10/2023	22-M00284-TCP BARBO	200.00
21-1-00944-34-SUD	1575662	PINNACLE PEAK INSTITUTE II LLC	02/10/2023	21-1-00944-34 MICHAEL	250.00
Total:					\$800.00

24 TCPD MENTAL HEALTH

PROFESSIONAL SERVICES

21-1-00730-34-1	1575652	BRENT J ONEAL	02/10/2023	21-1-00730-34 GALEPHER	3,437.50
Total:					\$3,437.50

27 WSU EXT ADMIN

MISCELLANEOUS

INV140314	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	COPY CHARGES 1/1 - 1/31	145.38
Total:					\$145.38

29 EMERGENCY MANAGEMENT

COMMUNICATIONS

RU08323182	37934	ROADPOST USA INC	02/08/2023	23FEB:IRIDUM BASIC SUBSCRIPTION	72.22
Total:					\$72.22

37 PT PRETRIAL SERVICES

OPERATING LEASES/RENTALS

21721329-020423	37953	DS SERVICES OF AMERICA INC	02/10/2023	23FEB:DRINKING WATER	9.30
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Thurston County Washington
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Fund Number: 0010 GENERAL FUND

37 PT PRETRIAL SERVICES

REPAIRS & MAINTENANCE

INV140196	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT-45 F5701//23FEB:95080842:RENT/23JAN:	45.00
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MISCELLANEOUS

INV140196	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT-45 F5701//23FEB:95080842:RENT/23JAN:	5.62
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CAP LEASES/INSTALL PURCHASES

INV140196	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT-45 F5701//23FEB:95080842:RENT/23JAN:	153.00
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INTEREST-LONG TERM EXT DEBT

INV140196	1575476	CAPITAL BUSINESS MACHINES INC	02/08/2023	PMT-45 F5701//23FEB:95080842:RENT/23JAN:	14.46
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Total: \$227.38

Fund **0010** Total: \$312,664.37

Fund Number: 1110 VICTIM ADVOCATE PROGRAM

09 VOCA-VICTIMS OF CRIME PROGR

PROFESSIONAL SERVICES

JAN-2023	37926	EKATERINA V SHKURKIN	02/07/2023	CLINICAL INTERN SUPV: JAN-2023	160.00
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Total: \$160.00

Fund **1110** Total: \$160.00

Fund Number: 1180 TREATMENT SALES TAX

06 SC FJC OTHER RESTRICTED

PROFESSIONAL SERVICES

TC-60154013123	1575632	REGIONAL TOXICOLOGY SERVICES LLC	02/10/2023	FRC UAS 01/23	295.60
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Total: \$295.60

06 SC DRUG COURT-RESTRICTED

OPERATING LEASES/RENTALS

INV140270	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 12399-01	277.44
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MISCELLANEOUS

INV140270	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	COPIER CONTRACT FEES FOR 12399-01	66.08
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Total: \$343.52

08 JUVENILE COURT TST

Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 1180 TREATMENT SALES TAX					
08 JUVENILE COURT TST					
PROFESSIONAL SERVICES					
TC-16480013123	1575632	REGIONAL TOXICOLOGY SERVICES LLC	02/10/2023	JUVENILE COURT UAS 01/23	45.32
Total:					\$45.32
11 CORR MENTAL HEALTH TST					
SUPPLIES-DRUGS/PHARMACEUTICALS					
3974452	1575650	EVERGREEN PHARMACEUTICAL LLC	02/10/2023	JAN 2023: I/M RX	304.64
Total:					\$304.64
24 TCPD SPECIALTY COURT TST					
PROFESSIONAL SERVICES					
22-1-01071-34-MH	1575662	PINNACLE PEAK INSTITUTE II LLC	02/10/2023	22-1-01071-34 MILLER	225.00
Total:					\$225.00
Fund 1180 Total:					\$1,214.08
Fund Number: 1190 ROADS & TRANSPORTATION					
34 ROADS DIRECTOR					
SUPPLIES					
IN1235088	1575495	KELLEY IMAGING SYSTEMS INC	02/08/2023	PRINT CARTRIDGES	324.26
Total:					\$324.26
34 ROADS SURVEY SECTION					
SUPPLIES					
426359	37912	LINCOLN CREEK LUMBER CO	02/07/2023	GLASS CLEANER	3.29
Total:					\$3.29
34 ROADS TRAFFIC					
SUPPLIES					
61775674	37929	AVERY DENNISON CORPORATION	02/07/2023	INK	287.90
61775658	37929	AVERY DENNISON CORPORATION	02/07/2023	SPITTOON PADS SWABS	286.00
2302070101	1575657	FEATHERSTONE LLC	02/10/2023	SIGN BASES	529.69
UTILITY SERVICES					
R04680-012723	1575485	PUGET SOUND ENERGY INC	02/08/2023	10139 LITTLEROCK RD 01/23	30.29
R05718-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	103 AVE & OLD MCKENNA RD 01/23	24.34
R81104-013123	1575628	PUGET SOUND ENERGY INC	02/10/2023	125 DELPHI RD 1/23	126.14

Thurston County Washington
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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 TRAFFIC

UTILITY SERVICES

R02591-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	176TH AVE & APPLGATE ST 01/23	21.71
R16362-013123	1575628	PUGET SOUND ENERGY INC	02/10/2023	2089 WHITTAKER RD 01/23	76.12
R84148-013123	1575628	PUGET SOUND ENERGY INC	02/10/2023	3300 KAISER RD 01/23	335.87
R62647-012723	1575485	PUGET SOUND ENERGY INC	02/08/2023	4213 93RD AVE 01/23	44.62
R08100-013123	1575628	PUGET SOUND ENERGY INC	02/10/2023	4528 17TH AVE 01/23	20.67
R86327-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	524 CHOKER CT 01/23	23.77
R94177-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	9335 MARTIN WAY 01/23	32.87
R38833-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	ABERNETHY RD & 17TH WAY 01/23	20.48
R05270-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	BISCAY & SUNSET BCH DR 01/23	21.71
R05957-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	INTER OF OLD HWY 99 & SCATTER CRK 01/23	48.70
R05031-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	JOSEPH DR & 183RD AVE 01/23	26.45
R93468-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	LEITNER RD & 183RD AVE 01/23	21.71
R93260-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	RANGER DR & 5TH AVE 01/23	130.28
R17209-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	RICH RD & SPURGEON CRK 01/23	69.09
R49871-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	STLT 89 AVE & RICH ROAD 01/23	18.72
R73790-012723	1575485	PUGET SOUND ENERGY INC	02/08/2023	UNMETERED LIGHTING 01/23	113.95
Total:					\$2,311.08

34 ROADS STORMWATER MAINT

SUPPLIES

I6311048	37909	HD FOWLER CO INC	02/07/2023	JET SET 50 BAGS	1,362.73
Total:					\$1,362.73
Fund 1190 Total:					\$4,001.36

Fund Number: 1200 VETERANS

40 VETERAN'S ASSISTANCE

MISC-RENT ASSISTANCE

154-CS-2023-1	1575508	GAYTEWAY AT HAWKS PRAIRIE LLC	02/08/2023	PAST RENT: 8817 MARTIN WAY E #3-104	2,519.00
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MISC-UTILITY ASSISTANCE

155-CS-2023-2	1575486	PUGET SOUND ENERGY INC	02/08/2023	PAST DUE UTILITY: 8817 MARTIN WAY E #3-104	448.25
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Total:	\$2,967.25
Fund 1200 Total:	\$2,967.25

Thurston County Washington
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Fund Number: 1290 MEDIC ONE

29 MEDIC 1 ALS TRAINING/TRAVEL

MISC-PARTICIPANT-OTHER TRAINING

RO32013278824	1575633	CINDY BOWEN TAYLOR	02/10/2023	ACLS/PALS REIM	440.00
Total:					\$440.00

29 ALS SUPPORT SERVICES

SUPPLIES

INV667861	1575623	LN CURTIS & SONS	02/10/2023	BULLISTIC VESTS	21,395.49
323345	1575656	MULLINAX FORD OF OLYMPIA LLC	02/10/2023	BATTERY CORE EXCHANGE M10	6,568.63
CM323345	1575656	MULLINAX FORD OF OLYMPIA LLC	02/10/2023	CREDIT FOR CORE EXCHANGE	-1,368.75

PROFESSIONAL SERVICES

SWATDR012023	1575646	DANIEL PHILIP GILDAY	02/10/2023	SWAT DR CONTRACT SERVICES JAN	1,250.00
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MISCELLANEOUS

3006328902	1575630	STERICYCLE INC	02/10/2023	FD2 BIO HAZ	0.77
3006329504	1575630	STERICYCLE INC	02/10/2023	FD2 BIO HAZ	1.53
3006329059	1575630	STERICYCLE INC	02/10/2023	TFD BIO HAZ	70.46
3006328850	1575630	STERICYCLE INC	02/10/2023	WTFRA BIO HAZ	20.72
Total:					\$27,938.85

29 MEDIC 1 BLSS SUPPORT

SUPPLIES

INV667861	1575623	LN CURTIS & SONS	02/10/2023	BULLISTIC VESTS	36,092.01
Total:					\$36,092.01

Fund **1290** Total: **\$64,470.86**

Fund Number: 1400 HOUSING & COMMUNITY RENEWAL

41 CHG HEN

PROFESSIONAL SERVICES

2122CHG1277PCAF1222	1575498	PIERCE COUNTY AIDS FOUNDATION	02/08/2023	PCAF 2122.CHG.1277.PCAF.12.22	7,336.79
Total:					\$7,336.79

41 COVID-19 RESPONSE PHHS OHHP

PROFESSIONAL SERVICES

22CERAP2LSERA123	37935	GEOCKO INC	02/08/2023	22.CERAP2.LS.ERA.1.23	14,601.00
Total:					\$14,601.00

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Fund Number: 1400 HOUSING & COMMUNITY RENEWAL

41 HCR HB 2060

PROFESSIONAL SERVICES

19202060HCFSCOLHSG 37906	FAMILY SUPPORT CENTER OF SOUTH SOUND	02/07/2023	1920.2060.HC.FSC.OLHSG.12.22	125,000.00
Total:				\$125,000.00

41 CDBG ENTITLEMENT

PROFESSIONAL SERVICES

22CDBGBGC SCHOL102: 37916	BOYS & GIRLS CLUBS OF THURSTON CNTY	02/07/2023	BGC 22.CDBG.BGC.SCHOL.10.22	1,242.58
22CDBGBGC SCHOL112: 37916	BOYS & GIRLS CLUBS OF THURSTON CNTY	02/07/2023	BGC 22.CDBG.BGC.SCHOL.11.22	1,195.24
22CDBGBGC SCHOL122: 37916	BOYS & GIRLS CLUBS OF THURSTON CNTY	02/07/2023	BGC 22.CDBG.BGC.SCHOL.12.22	1,349.12
2021CDBGLACEYVET12 1575464	CITY OF LACEY	02/06/2023	2021.CDBG.LACEY.VET.12.22	42,185.20
2122CDBGPSSSHOM10: 37914	SENIOR SERVICES FOR SOUTH SOUND	02/07/2023	SS 21.22.CDBG.PS.SS.HOM.10.22	2,502.49
2122CDBGPSSSHOM11: 37914	SENIOR SERVICES FOR SOUTH SOUND	02/07/2023	SS 2122.CDBG.PS.SS.HOM.11.22	3,003.63
2122CDBGPSSSHOM12: 37914	SENIOR SERVICES FOR SOUTH SOUND	02/07/2023	SS 2122.CDBG.PS.SS.HOM.12.22	2,183.18
Total:				\$53,661.44

41 HOME ENTITLEMENT

PROFESSIONAL SERVICES

19HOMEHCFSCOLHSG137906	FAMILY SUPPORT CENTER OF SOUTH SOUND	02/07/2023	1921.HOME.HC.FSC.OLHSG.12.22	333,931.37
21HOMEHARHFBERNE137919	HOMES FIRST	02/07/2023	2021.HOME.HAR.HOMESF.BERNE.12.22	40,000.00
20HOMEHARHFLEACH1 37919	HOMES FIRST	02/07/2023	2021.HOME.HAR.HOMESF.LEACH.12.22	50,000.00
20HOMEHARHFPNCST1 37919	HOMES FIRST	02/07/2023	2021.HOME.HAR.HOMESF.PNCST.12.22	50,000.00
Total:				\$473,931.37
Fund 1400 Total:				\$674,530.60

Fund Number: 1500 PUBLIC HEALTH & SOCIAL SERVICES

40 ADMIN-PUBLIC HEALTH ADMIN

SUPPLIES

217624-0	37930	CRAINS OFFICENTER INC	02/08/2023	DESK/FURNITURE FOR DIRECTORS OFFICES	12,503.59
217625-0	37930	CRAINS OFFICENTER INC	02/08/2023	FRONT LOBBY TABLES	1,472.78
217626-0	37930	CRAINS OFFICENTER INC	02/08/2023	SIT STAND/PEDESTAL/CHAIR/ETC	3,896.27
Total:					\$17,872.64

40 PH SEXUALLY TRANSMITTED DIS

PROFESSIONAL SERVICES

10730189	1575622	LANGUAGE LINE SERVICES INC	02/10/2023	TRANSLATION SERVICES	3.43
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Fund Number: 1500 PUBLIC HEALTH & SOCIAL SERVICES

Total: \$3.43

40 PH SOLID WASTE

PROFESSIONAL SERVICES

10730189	1575622	LANGUAGE LINE SERVICES INC	02/10/2023	TRANSLATION SERVICES	7.35
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Total: \$7.35

Fund **1500** Total: **\$17,883.42**

Fund Number: 1940 COVID LOCAL FISCAL RECOVERY

03 ARP COVID FIN ASSISTANCE

PROFESSIONAL SERVICES

23-8	37956	FRIENDSHIP DIVERSION SERVICES	02/10/2023	23JAN:SUBSTANCE ABUSE MONITORING PR	41,210.00
ARPA-JOBCHAMP-12312	37948	PACIFIC MOUNTAIN WORKFORCE	02/10/2023	ARPA SUBRECIPIENT AWARD:JOB CHAMPION	5,603.37
ARPA-AG-020123	37937	THURSTON COUNTY ECONOMIC DEVELOPM	02/10/2023	ARPA SUBRECIPIENT AWARD:AGRICULTURAL	5,951.33
ARPA-BUSINESS-020123	37937	THURSTON COUNTY ECONOMIC DEVELOPM	02/10/2023	ARPA SUBRECIPIENT AWARD:BUSINESS REL	32,584.49

MISCELLANEOUS

ARPA-JOBCHAMP-12312	37948	PACIFIC MOUNTAIN WORKFORCE	02/10/2023	ARPA SUBRECIPIENT AWARD:JOB CHAMPION	58,363.01
ARPA-MINORITY-020123	37937	THURSTON COUNTY ECONOMIC DEVELOPM	02/10/2023	ARPA SUBRECIPIENT AWARD:MINORITY BUS	40,000.00

Total: \$183,712.20

Fund **1940** Total: **\$183,712.20**

Fund Number: 3010 ROADS CONSTRUCTION IN PROGRESS

34 CIP PRELIMINARY ENGINEERING

PROFESSIONAL SERVICES

1222G-1	37933	DRAYTON ARCHAEOLOGICAL RESEARCH	02/08/2023	61320 ARCH. REPORT	2,151.23
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Total: \$2,151.23

34 CIP CONSTRUCTION ENGINEERING

PROFESSIONAL SERVICES

70924	37952	SHEA CARR & JEWELL INC	02/10/2023	TASK 11-FINAL DESIGN US12/SARG	1,897.18
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Total: \$1,897.18

34 FINAL ENGINEERING

PROFESSIONAL SERVICES

90245552	1575480	BNSF RAILWAY COMPANY	02/08/2023	MARVIN RD BNSF PRELIM ENG	3,316.55
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Fund Number: 3010 ROADS CONSTRUCTION IN PROGRESS

34 FINAL ENGINEERING

PROFESSIONAL SERVICES

1200495867	37957	HDR ENGINEERING INC	02/10/2023	TASK 29-OLD HWY 99 & 201ST	5,112.12
Total:					\$8,428.67
Fund 3010 Total:					\$12,477.08

Fund Number: 4030 SOLID WASTE

34 SW WARC MAINTENANCE

SUPPLIES

719	1575478	HAROLD LEMAY ENTERPRISES INC	02/08/2023	CONCRETE RECYCLERS-GRAVEL	3,844.71
COMMUNICATIONS					
W4102930XB	1575492	AMERICAN MESSAGING SERVICES LLC	02/08/2023	PAGER SVS 02/23-04/23	33.49
UTILITY SVS-WATER/SEWER/GARBAG					
17480	1575629	CITY OF LACEY	02/10/2023	HD HYDRANT METER 01/23	254.00
Total:					\$4,132.20

34 WARC SCALEHOUSE OPERATIONS

PROFESSIONAL SERVICES

SS-04126	1575634	UNITEC CORPORATION	02/10/2023	SCALE TESTING	274.83
Total:					\$274.83

34 SW ROCHESTER DROP BOX PROGR

UTILITY SVS-ELECTRIC

S71403-020123	1575628	PUGET SOUND ENERGY INC	02/10/2023	ROCHESTER PSE STREET 01/23	300.49
Total:					\$300.49

34 SW HAZO HOUSE SQG

SUPPLIES

635644	1575654	MURPHY & DAD INC	02/10/2023	GLOVES	333.26
Total:					\$333.26
Fund 4030 Total:					\$5,040.78

Fund Number: 4060 STORM & SURFACE WATER UTILITY

34 SSWU-MAINTENANCE

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Fund Number: 4060 STORM & SURFACE WATER UTILITY					
34 SSWU-MAINTENANCE					
PROFESSIONAL SERVICES					
3010705	1575489	NORTHWEST ONE CALL SUBSURFACE WARN	02/08/2023	EXCAVATION NOTICES 01/23	758.52
Total:					\$758.52
Fund 4060 Total:					\$758.52
Fund Number: 4124 LAND USE & PERMITTING					
27 HEARINGS EXAMINER					
PROF SVS-LEGAL FEES					
1169	37922	OFFICES OF SHARON RICE HEARING EXAMIN	02/07/2023	FILE REVIEW 2023100274	227.50
Total:					\$227.50
Fund 4124 Total:					\$227.50
Fund Number: 4300 TAMOSHAN/BEVERLY BCH SEWER					
34 T/BB SEWER TREATMENT OPERAT					
UTILITY SVS-ELECTRIC					
U15581-013123	1575485	PUGET SOUND ENERGY INC	02/08/2023	2304 63RD AVE 1/23	780.47
Total:					\$780.47
Fund 4300 Total:					\$780.47
Fund Number: 4340 GRAND MOUND SEWER					
34 GM SEWER TREATMENT OPERATIO					
PROF SVS-CONTRACTOR SVS					
INV388496	37961	DENALI WATER SOLUTIONS LLC	02/10/2023	BIOSOLIDS HAULING AND DISPOSIN	8,819.56
Total:					\$8,819.56
Fund 4340 Total:					\$8,819.56
Fund Number: 4350 GRAND MOUND WATER					
34 GM WATER PRODUCTION ADMIN					
SUPPLIES					

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Fund Number: 4350 GRAND MOUND WATER

34 GM WATER PRODUCTION ADMIN

SUPPLIES

244909	37918	NORTHSTAR CHEMICAL INC	02/07/2023	SODIUM HYDROXIDE	1,221.17
Total:					\$1,221.17
Fund 4350 Total:					\$1,221.17

Fund Number: 4400 TAMOSHAN WATER/SEWER COLLECTN

34 TAMSHN WATER PRODUCTION ADM

UTILITY SVS-ELECTRIC

U54278-013123	1575485	PUGET SOUND ENERGY INC	02/08/2023	2349 63RD AVE 1/23	37.63
U92461-013123	1575485	PUGET SOUND ENERGY INC	02/08/2023	HEMLOCK RD & 63RD AVE 1/23	617.45
Total:					\$655.08
Fund 4400 Total:					\$655.08

Fund Number: 4410 OLYMPIC VIEW SEWER

34 OV SEWER TREATMENT OPS

UTILITY SVS-ELECTRIC

U71197-013123	1575485	PUGET SOUND ENERGY INC	02/08/2023	3705 85TH AVE 1/23	13.27
Total:					\$13.27
Fund 4410 Total:					\$13.27

Fund Number: 4520 ENVIRONMENTAL HEALTH

40 PH ADMIN ENVIRONMENTAL HLTH

SUPPLIES

284479580001	1575474	ODP BUSINESS SOLUTIONS LLC	02/06/2023	BATTERIES	30.10
283928203001	1575475	ODP BUSINESS SOLUTIONS LLC	02/06/2023	PAPER	33.95
Total:					\$64.05

40 PH OSS & LAND DEVELOPMENT

SUPPLIES

285406312001	1575473	ODP BUSINESS SOLUTIONS LLC	02/06/2023	PENS	21.32
287386201001	1575472	ODP BUSINESS SOLUTIONS LLC	02/06/2023	WIRE HOOK	15.10

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Fund Number: 4520 ENVIRONMENTAL HEALTH

Total:	\$36.42
Fund 4520 Total:	\$100.47

Fund Number: 5050 INSURANCE RISK

22 WC-REFUNDS & ASSESSMENTS

PROFESSIONAL SERVICES

THUR0223	37928	STOP CLAIMS CORP	02/07/2023	23FEB:CLAIM SERVICES	6,000.00
Total:					\$6,000.00
Fund 5050 Total:					\$6,000.00

Fund Number: 5060 BENEFITS ADMINISTRATION

22 BENEFITS ADMIN

PROFESSIONAL SERVICES

10552962	1575511	NAVIA BENEFITS SOLUTIONS INC	02/10/2023	FSA MEMBER FEE JAN 2023	1,166.83
MISCELLANEOUS					
90112023010337	1575471	WA STATE CONSOLIDATED TECHNOLOGY SE	02/06/2023	23JAN:ADABAS/CICS COMPUTER PROCESSII	0.03
Total:					\$1,166.86
Fund 5060 Total:					\$1,166.86

Fund Number: 5210 CENTRAL SERVICES/FACILITIES

25 CENTRAL SVS ADMIN

SUPPLIES

005199298	1575626	RICHARDSON BOTTLING CO	02/10/2023	23JAN:DRINKING WATER:CENTRAL SERVICE:	15.57
MISCELLANEOUS					
INV140256	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	2930 -01 01/23 RECORD CENTER COPIER CH.	14.59
Total:					\$30.16

25 CENTRAL SVS RECORDS

UTILITY SVS-ELECTRIC

1003-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	1003 01/23 GAS/ELECTRIC RECORDS CENTE	206.28
UTILITY SVS-GAS					
1003-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	1003 01/23 GAS/ELECTRIC RECORDS CENTE	250.09

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Fund Number: 5210 CENTRAL SERVICES/FACILITIES

Total: \$456.37

25 FACILITIES M & O

SUPPLIES

23K313759	1575624	ANIXTER INC	02/10/2023	CARD READER FOR ATRIUM	200.57
5385-1008650	37943	CONSOLIDATED ELECTRICAL DISTRIBUTORS	02/10/2023	LED LAMPS	406.97
11244481	1575502	MID-WEST WHOLESALE HARDWARE CO	02/08/2023	WO 12299 ADA DOOR OPERATOR	7,576.31
11239533	1575502	MID-WEST WHOLESALE HARDWARE CO	02/08/2023	WO 12299 ADA DOOR TRANSMITTER	387.63
3P82902	1575499	REXEL USA INC	02/08/2023	WO 20416 FIXTURE	12.17
9578115975	1575488	WW GRAINGER INC	02/08/2023	WO 19572 LED DRIVER	106.86
9588410960	1575488	WW GRAINGER INC	02/08/2023	WO 20579 TRANSMITTER & HOUSING	122.94
9594116809	1575488	WW GRAINGER INC	02/08/2023	WO 20672 LOVEJOY COUPLING	39.00
9595936171	1575488	WW GRAINGER INC	02/08/2023	WO 20672 SEAL BEARING ASSEMBLY	13.68
9594272867	1575488	WW GRAINGER INC	02/08/2023	WO 20672 SEAL BEARING ASSEMBLY	603.64

SMALL TOOLS & MINOR EQUIPMENT

216536-0	37938	CRAINS OFFICENTER INC	02/10/2023	OFFICE FURNITURE	1,384.18
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PROFESSIONAL SERVICES

48476	1575493	BACKFLO PROS INC	02/08/2023	BACKFLO TEST 2918 MOTTMAN	350.00
25460	1575484	CAPITAL MACHINE LLC	02/08/2023	WO 19920 REPAIR EXHAUST HOOD	113.88
L0194457890	1575627	DEPARTMENT OF LICENSING	02/10/2023	PLATE CHECK	0.52
914475-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	ANNUAL GENERATOR SERVICE ARC	2,615.96
914479-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	GENERATOR SERVICE BLDG 5	1,503.44
914481-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	GENERATOR SERVICE EMS	2,429.81
914473-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	GENERATOR SERVICE PHSS	2,396.96
914478-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	GENERATOR SERVICE TILLEY	2,029.04
914483-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	GENERATOR SERVICE TILLEY	2,538.19
914480-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	GENERATOR SERVICE TRIAGE	2,658.66
914485-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	GENERATOR SERVICE WORK RELEASE	2,465.94
914484-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	WO 18352 GENERATOR SERVICE FJC	2,350.97
914482-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	WO 18354 GENERATOR SERVICE TILLEY BLD	2,390.10
914474-00	37944	PACIFIC POWER GROUP LLC	02/10/2023	WO 18356 GENERATOR SERVICE CORONER	1,961.15

COMMUNICATIONS

9925801141	1575481	VERIZON WIRELESS MESSAGING SERVICES	02/08/2023	8956 01/23 FACILITIES CELL PHONE	878.36
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UTILITY SVS-WATER/SEWER/GARBAG

3006334242	1575487	STERICYCLE INC	02/08/2023	3984 CORONER MEDICAL WASTE	150.45
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REPAIRS & MAINTENANCE

85622	1575491	ABSCO ALARMS INC	02/08/2023	SERVICE AGREEMENT	10,674.28
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25 FACILITIES M & O

MISCELLANEOUS

INV140257	1575614	CAPITAL BUSINESS MACHINES INC	02/10/2023	12417 01/23 2500 BLDG COPIER CHARGES	21.98
Total:					\$48,383.64

25 FACILITIES LEASES

OPERATING LEASES/RENTALS

PARK 23-02	37959	DM VENTURES PACIFIC LLC	02/10/2023	ADDITIONAL ATRIUM PARKING	1,620.00
Total:					\$1,620.00

25 FACILITIES UTILITIES

UTILITY SVS-ELECTRIC

0263-01/23	1575485	PUGET SOUND ENERGY INC	02/08/2023	0263 01/23 GAS/ELECTRIC FJC	9,038.77
0704-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	0704 01/23 ELECTRIC CSA	454.88
1398-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	1398 01/23 GAS/ELECTRIC TRIAGE	1,292.41
2048-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	2048 01/23 ELECTRIC ESC	7,320.92
2855-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	2855 01/23 GAS/ELECTRIC TCCF	13,692.09
3629-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	3629 01/23 GAS/ELECTRIC BLDG 4	1,155.21
4805-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	4805 01/23 ELECTRIC MOTTMAN A	27.83
5233-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	5233 01/23 GAS/ELECTRIC MOTTMAN 2905	63.78
5576-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	5576 01/23 GAS/ELECTRIC BLDG 7	263.82
5691-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	5691 01/23 ELECTRIC 2918 MOTTMAN	91.59
5709-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	5709 01/23 ELECTRIC 2915 HSE	61.18
5717-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	5717 01/23 ELECTRIC MOTTMAN 2905	108.56
6375-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	6375 01/23 ELECTRIC COURTHOUSE	17,041.82
6811-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	6811 01/23 ELECTRIC 2500 BLDG	518.64
6863-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	6863 01/23 GAS/ELECTRIC MOTTMAN 2915A	46.56
7581-01/23	1575485	PUGET SOUND ENERGY INC	02/08/2023	7581 01/23 ELECTRIC 2918 MOTTMAN	111.89
7667-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	7667-01/23 ELECTRIC CORONER	1,218.01
8865-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	8865 01/23 GAS/ELECTRIC BLDG 5	1,408.92
9084-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	9081 01/23 ELECTRIC 2500 BLDG	271.13

UTILITY SVS-GAS

0263-01/23	1575485	PUGET SOUND ENERGY INC	02/08/2023	0263 01/23 GAS/ELECTRIC FJC	6,559.49
0301-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	0301 01/23 GAS WORK RELEASE	121.77
1398-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	1398 01/23 GAS/ELECTRIC TRIAGE	295.95
1406-01/23	1575485	PUGET SOUND ENERGY INC	02/08/2023	1406 01/23 GAS CSA	39.54
2855-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	2855 01/23 GAS/ELECTRIC TCCF	8,484.35
3209-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	3209 01/23 GAS COURTHOUSE	4,813.25

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Fund Number: 5210 CENTRAL SERVICES/FACILITIES

25 FACILITIES UTILITIES

UTILITY SVS-GAS

3629-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	3629 01/23 GAS/ELECTRIC BLDG 4	1,822.52
5128-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	5128 01/23 GAS CORONER	602.00
5233-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	5233 01/23 GAS/ELECTRIC MOTTMAN 2905	205.40
5576-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	5576 01/23 GAS/ELECTRIC BLDG 7	414.71
6863-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	6863 01/23 GAS/ELECTRIC MOTTMAN 2915A	133.27
7573-01/23	1575463	PUGET SOUND ENERGY INC	02/06/2023	7573 01/23 GAS MOTTMAN	39.54
8865-01/23	1575628	PUGET SOUND ENERGY INC	02/10/2023	8865 01/23 GAS/ELECTRIC BLDG 5	1,491.72
Total:					\$79,211.52
Fund 5210 Total:					\$129,701.69

Fund Number: 5220 CENTRAL SERVICES RESERVE

25 FAIR M&O

CONSTRUCTION OF CAPITAL ASSETS

FIVE2022	37946	MSGs ARCHITECTS INC	02/10/2023	AGRIPLEX IMPROVEMENTS	20,312.50
Total:					\$20,312.50

25 TCCF-M&O

OTHER IMPROVEMENTS

172843	1575490	HARGIS ENGINEERS INC	02/08/2023	TCCF IT ROOM AC UPGRADES	4,725.00
Total:					\$4,725.00
Fund 5220 Total:					\$25,037.50

Fund Number: 5240 LARGE SYSTEM REPLACEMENT RESRV

25 LG SYSTEM REPLACEM-ASSESSOR

PROFESSIONAL SERVICES

4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	4.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	6.00
Total:					\$10.00

25 LG SYSTEM REPLACEM-BOCC

PROFESSIONAL SERVICES

4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	7.00
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Fund Number: 5240 LARGE SYSTEM REPLACEMENT RESRV					
25 LG SYSTEM REPLACEMENT-BOCC					
PROFESSIONAL SERVICES					
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	13.00
Total:					\$20.00
25 LG SYSTEM REPLACEMENT-PAO					
PROFESSIONAL SERVICES					
4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	11.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	19.00
Total:					\$30.00
25 LG SYSTEM REPLACEMENT-EMERG MG					
PROFESSIONAL SERVICES					
4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	4.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	6.00
Total:					\$10.00
25 LG SYSTEM REPLACEMENT-PLANNING					
PROFESSIONAL SERVICES					
4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	14.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	25.00
Total:					\$39.00
25 LG SYSTEM REPLACEMENT-ROADS					
PROFESSIONAL SERVICES					
4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	199.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	357.00
Total:					\$556.00
25 LG SYSTEM REPLACEMENT-NOX WEED					
PROFESSIONAL SERVICES					
4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	40.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	72.00
Total:					\$112.00
25 LG SYSTEM REPLACEMENT-PUB HEAL					
PROFESSIONAL SERVICES					
4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	110.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	197.00

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 5240 LARGE SYSTEM REPLACEMENT RESRV

25 LG SYSTEM REPLACEMENT-PUB HEAL

Total: \$307.00

25 LG SYSTEM REPLACEMENT-STRMWATR

PROFESSIONAL SERVICES

4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	279.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	501.00
Total:					<u>\$780.00</u>

25 LG SYSTEM REPLACEMENT-LAND USE

PROFESSIONAL SERVICES

4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	1,489.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	2,671.00
Total:					<u>\$4,160.00</u>

25 LG SYSTEM REPLACEMENT-UTILITIE

PROFESSIONAL SERVICES

4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	40.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	72.00
Total:					<u>\$112.00</u>

38 LG SYSTEM REPLACE-ENV HEALT

PROFESSIONAL SERVICES

4785	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING DECEMBER 2022	1,118.00
4757	37927	SOFTRESOURCES LLC	02/07/2023	AMANDA CONSULTING NOVEMBER 2022	2,008.50
Total:					<u>\$3,126.50</u>

Fund **5240** Total: \$9,262.50

Fund Number: 5250 INFORMATION TECHNOLOGY OPERATIONS

INFORMATION TECHNOLOGY OPERATIONS

PREPAYMENTS-CURRENT

INV42776	1575466	NETGOVERN INC	02/06/2023	NETMAIL 1 YR RENEWAL	1,180.36
Total:					<u>\$1,180.36</u>

38 IT SERVICES

REPAIRS & MAINTENANCE

INV42776	1575466	NETGOVERN INC	02/06/2023	NETMAIL 1 YR RENEWAL	12,980.14
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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: 5250 INFORMATION TECHNOLOGICAL OPERATIONS

Total: \$12,980.14

38 GEO DATA SVS

SUPPLIES

23181	1575625	A&E IMAGING INC	02/10/2023	PLOTTER PRINTER INK	317.87
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Total: \$317.87

Fund **5250** Total: **\$14,478.37**

Fund Number: 5410 ER&R-MAINTENANCE

25 ER&R MAINT CENTRAL STORES

ITEMS PURCHASED FOR RESALE

9008156043	1575637	ACUITY SPECIALTY PRODUCTS INC	02/10/2023	STOCK GLASS CLEANER	73.55
00108956	37941	BEN KO MATIC CO	02/10/2023	9456 IGUS TRAK ASSY & HYD HOSE	405.74
00108956	37941	BEN KO MATIC CO	02/10/2023	9456 IGUS TRAK ASSY & HYD HOSE	779.93
00108937	37941	BEN KO MATIC CO	02/10/2023	9457 FRONT CURTAIN ASSY	1,385.72
00108957	37941	BEN KO MATIC CO	02/10/2023	9457 REAR CURTAIN ASSY	1,109.02
37737	1575648	CONSTRUCTION PARTS LLC	02/10/2023	STOCK BROOM HEAD	3,869.98
WATUM210287	1575621	FASTENAL COMPANY	02/10/2023	F4219 HARDWARE	4.97
0266253	37939	MCLOUGHLIN & EARDLEY INC	02/10/2023	STOCK AMBER LIGHTBAR	1,076.58
322871	1575656	MULLINAX FORD OF OLYMPIA LLC	02/10/2023	8998 WHEEL, HUB, ARM	54.05
322871	1575656	MULLINAX FORD OF OLYMPIA LLC	02/10/2023	8998 WHEEL, HUB, ARM	199.77
322871	1575656	MULLINAX FORD OF OLYMPIA LLC	02/10/2023	8998 WHEEL, HUB, ARM	236.09
322871	1575656	MULLINAX FORD OF OLYMPIA LLC	02/10/2023	8998 WHEEL, HUB, ARM	648.00
322681	1575656	MULLINAX FORD OF OLYMPIA LLC	02/10/2023	9291 PLATE CLAMP	7.78
CHCS0404948	37942	NC MACHINERY CO	02/10/2023	F4059 EXHAUST & HARDWARE	2.25
CHCS0404948	37942	NC MACHINERY CO	02/10/2023	F4059 EXHAUST & HARDWARE	5.10
CHCS0404948	37942	NC MACHINERY CO	02/10/2023	F4059 EXHAUST & HARDWARE	7.26
CHCS0404948	37942	NC MACHINERY CO	02/10/2023	F4059 EXHAUST & HARDWARE	183.60
CHCS0404948	37942	NC MACHINERY CO	02/10/2023	F4059 EXHAUST & HARDWARE	212.41
CHCS0404948	37942	NC MACHINERY CO	02/10/2023	F4059 EXHAUST & HARDWARE	304.02
CHCS0404948	37942	NC MACHINERY CO	02/10/2023	F4059 EXHAUST & HARDWARE	2,129.22
3627-172452	37950	O'REILLY AUTO ENTERPRISES LLC	02/10/2023	9459 WHEEL SEAL	4.46
14131911	37945	PAPE MACHINERY INC	02/10/2023	9478 FREIGHT FOR BELT, PULLEY	18.38
14148672	37945	PAPE MACHINERY INC	02/10/2023	STOCK MOUNTING PIN	40.37
11656650	37960	PAPE TRUCKS INC	02/10/2023	9238 ELECT ACTUATOR	135.46
143780	37932	STANDARD PARTS CORP	02/08/2023	4083 COOLANT FILTER	44.09
141325	37932	STANDARD PARTS CORP	02/08/2023	6128 OIL FILTER 7082	5.91

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

ITEMS PURCHASED FOR RESALE

142837	37913	STANDARD PARTS CORP	02/07/2023	6129 ENGINE OIL	87.20
142817	37932	STANDARD PARTS CORP	02/08/2023	6129 OIL FILTER	6.70
144535	37932	STANDARD PARTS CORP	02/08/2023	8662 WHEEL NUT	37.77
144317	37932	STANDARD PARTS CORP	02/08/2023	9281 HYD FILTER	40.88
142060	37932	STANDARD PARTS CORP	02/08/2023	9339 CONNECTORS	11.15
142522	37932	STANDARD PARTS CORP	02/08/2023	9460 MIRROR	20.33
142383	37932	STANDARD PARTS CORP	02/08/2023	9508 BATTERIES	344.91
141371	37913	STANDARD PARTS CORP	02/07/2023	ANTI-FREEZE	101.61
139615	37932	STANDARD PARTS CORP	02/08/2023	F4215 BATTERY	28.60
139615	37932	STANDARD PARTS CORP	02/08/2023	F4215 BATTERY	151.52
143921	37913	STANDARD PARTS CORP	02/07/2023	LAMP	11.89
142585	37913	STANDARD PARTS CORP	02/07/2023	LIGHTS	773.06
143688	37913	STANDARD PARTS CORP	02/07/2023	STOCK	282.00
141296	37932	STANDARD PARTS CORP	02/08/2023	STOCK ANTENNA - ANTIFREEZE	84.27
141296	37932	STANDARD PARTS CORP	02/08/2023	STOCK ANTENNA - ANTIFREEZE	169.42
139633	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	14.66
142081	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	31.65
142081	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	42.36
142081	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	44.69
142081	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	47.34
139633	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	97.20
143689	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	116.06
139633	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	193.26
139633	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	243.23
139633	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	275.39
144440	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	926.87
2635859	1575636	TITUS WILL CHEVROLET OLDSMOBILE CADIL	02/10/2023	9321 SENSOR	104.66

RESALE-FUEL

3003339-IN	1575651	PETROCARD INC	02/10/2023	COUNTY FUEL	37,928.86
8694749812305	37924	US BANK NA	02/07/2023	OUTSIDE FUEL JAN 2023 SOURCEWE	-1,278.46
8694749812305	37924	US BANK NA	02/07/2023	OUTSIDE FUEL JAN 2023 SOURCEWE	28,946.95

RESALE-OUTSIDE LABOR

I125352	37940	AUTO GLASS PROFESSIONALS LLC	02/10/2023	9238 WINDSHIELD	213.53
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RESALE-NON VEHICLE PARTS

T331878	37911	LG ISAACSON CO INC	02/07/2023	STOCK GLOVES	64.21
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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: 5410 ER&R-MAINTENANCE

25 ER&R MAINT CENTRAL STORES

RESALE-NON VEHICLE PARTS

142640	37932	STANDARD PARTS CORP	02/08/2023	STOCK GREASE GUN	112.79
142081	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	19.43
142081	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	75.19

RESALE-INVENTORY/MISC

143544	37913	STANDARD PARTS CORP	02/07/2023	RAZOR BLADES	9.26
143688	37913	STANDARD PARTS CORP	02/07/2023	STOCK	6.16
144440	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	44.67
143689	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	89.15
142081	37932	STANDARD PARTS CORP	02/08/2023	STOCK ORDER	172.38
144505	37932	STANDARD PARTS CORP	02/08/2023	SUPPLIES	9.25
144505	37932	STANDARD PARTS CORP	02/08/2023	SUPPLIES	17.10
143586	37913	STANDARD PARTS CORP	02/07/2023	TIRE SOAP	17.77
9561093536	1575635	WW GRAINGER INC	02/10/2023	SUPPLIES DRILL BITS	22.74
9562142977	1575635	WW GRAINGER INC	02/10/2023	SUPPLIES TAMPERPROOF MARKER OR	19.22

PROFESSIONAL SERVICES

66690	1575468	SUMMIT TOWING INC	02/06/2023	9319 TOWING CHARGE	119.36
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Total: \$83,841.95

25 ER&R MAINT MECHANICAL SHOP

SMALL TOOLS & MINOR EQUIPMENT

140281	37932	STANDARD PARTS CORP	02/08/2023	TOOLS, IMPACT DRIVER	174.27
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Total: \$174.27

Fund **5410** Total: \$84,016.22

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Report Grand Total:					\$1,561,361.18

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 **\$1,561,361.18**

Approved for Payment the _____ day of _____, _____

Chair: _____

Vice-Chair: _____

Commissioner: _____

Financial Services Manager: _____



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/1/2023

Agenda Item #:

Created by: Cherie Carey, Emergency Management Coordinator - Emergency Services - 360-867-2827

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Ben Miller-Todd, ALS Program Manager - Emergency Services - 360-704-2794**

Additional Presenters:

Item Title:

Federal Fiscal Year 2022 Emergency Management Performance Grant Funding Agreement

Action Needed:

Class of Item:

List of Exhibits



E23-192 Thurston
County 22EMPGContract
Revision.pdf
PDF File
4.87 MB

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

Click Additional Attachment to attach more materials.



EMPG22 PAO
Approval.pdf
PDF File
249 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? ☐

☐ PAO

☐ FinSvcs

☐ HR

☐ Budget Office

☐ CAO

☐ Other

Notes:

Budget Effect Summary? ☐

Recommended Action:

Move to approve the Federal Fiscal Year 2022 Emergency Management Performance Grant (FY22EMPG) Grant Agreement Number E23-192 for the period of June 1, 2022 through September 30, 2023 for a total of \$176,697 and authorize the Director of Emergency Services to sign the agreement and any amendments that do not exceed 10%.

Item Description:

The Federal Emergency Management Performance Grant (EMPG) provides annual funding to support local emergency management programs and capabilities throughout the state. This funding is primarily used to support Thurston County's emergency preparedness public education programs, resource management and logistics planning and preparedness and mitigation planning, including portions of full-time emergency management coordinator positions.

This Federal Fiscal Year 2022 Emergency Management Performance Grant Funding Agreement with the Washington State Military Department, Emergency Management Division, provides \$176,697 for the period of June 1, 2022 through September 30, 2023. There is a 50% match for this grant. This revenue and grant match was anticipated and included in the 2022 and 2023 emergency management budgets.

This agreement supports the County Strategic Plan through Initiative 4: Strengthen Emergency Management Planning and Community Disaster Preparedness.

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

Date Submitted: 2/15/2023

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Thurston, County of Emergency Services c/o Thurston County Emergency Management 9521 Tilley Road SW Olympia, WA 98512-1006		2. Grant Agreement Amount: \$176,697	3. Grant Agreement Number: E23-192
4. Subrecipient Contact, phone/email: Peter Tassoni, 360-967-2024 Cherie Carey petertassoni@co.thurston.wa.us 360-237-1282		5. Grant Agreement Start Date: June 1, 2022	6. Grant Agreement End Date: September 30, 2023
7. Department Contact, phone/email: Christopher Burd, 253-512-7482 christopher.burd@mil.wa.gov		8. Unique Entity Identifier (UEI): CEMQCNLNV6P1	
9. UBI # (state revenue): 600-138-394			
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)			
11. Federal Award ID # (FAIN): EMS-2022-EP-00006-S01		12. Federal Award Date: 08/23/2022	
13. Assistance Listings # & Title: 97.042 (22EMPG)		14. Total Federal Amount: \$8,625,483	
15. Program Index # & OBJ/SUB-OBJ: 723PT NZ		16. EIN: 91-6001375	
17. Service Districts: (BY LEGISLATIVE DISTRICT): 2, 20, 22, 35 (BY CONGRESSIONAL DISTRICT): 3, 10		18. Service Area by County(ies): Thurston	
19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____		20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____	
21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO	
23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2022 Emergency Management Performance Grant (22EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 22EMPG DHS Award Letter for Grant No. EMS-2022-EP-00006-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.	
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 22EMPG Award Letter EMS-2022-EP-00006-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.			
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </div> <div style="width: 48%;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </div> </div>			
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below. FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Signature _____ Date _____ Kurt Hardin, Director, Thurston County Emergency Services	
BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol August 1, 2022 Assistant Attorney General		Signature _____ Date _____ Ben Miller-Todd, Interim Assistant Director, Thurston County Emergency Services	
APPROVED AS TO FORM (if applicable): Signature _____ Date _____		APPROVED AS TO FORM (if applicable): Signature _____ Date _____	

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Peter Tassoni	Name	Christopher Burd
Title	EM Manager	Title	Program Coordinator
Email	peter.tassoni@co.thurston.wa.us	Email	christopher.burd@mil.wa.gov
Phone	360-867-2824	Phone	253-512-7482
Name	Kurt Hardin Ben Miller-Todd	Name	Courtney Bemus
Title	Emergency Services Director	Title	Program Assistant
Email	kurt.hardin@co.thurston.wa.us	Email	courtney.bemus@mil.wa.gov
Phone	360-704-2783	Phone	253-512-7141
Name	Cherie Nevin Carey	Name	Sierra Wardell
Title	EM Coordinator	Title	Financial Operations Section Manager
Email	Cherie.nevin@co.thurston.wa.us	Email	sierra.wardell@mil.wa.gov
Phone	360-867-2825	Phone	253-512-7121
Name	Sonya Kroese		
Title	EM Coordinator		
Email	sonya.kroese@co.thurston.wa.us		
Phone	360-867-2817		

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) document*, the *FEMA Preparedness Grants Manual* document, Version 3, May 2022 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22EMPG funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG)* document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention

requirements of this Agreement and be made available upon request by the Department and auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal

award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

- A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- B. For Equipment:
 - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - v. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - vii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - viii. Review of financial and performance reports
 - ix. Monitoring and documenting the completion of Agreement deliverables
 - x. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - xi. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - xii. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
 - xiii. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that

subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the grant program is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
- b. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent cash match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate

mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

- d. The Subrecipient shall participate in the State's annual Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
 - e. Subrecipients shall participate in the State's annual Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
 - f. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
 - g. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - i. NIMS training requirements outlined in the NIMS Training Program located at <https://www.fema.gov/emergency-managers/nims/implementation-training> (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
 - ii. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.
- The Subrecipient will report training course completion by individual personnel along with the final report.
- h. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 22EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient 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 telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <https://mil.wa.gov/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (<https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*,” and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension*.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement 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.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22EMPG Award Letter
EMS-2022-EP-00006-S01****Award Letter**

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2022-EP-00006

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Emergency Management Performance Grants has been approved in the amount of \$8,625,483.00. As a condition of this award, you are required to contribute a cost match in the amount of \$8,625,483.00 of non-Federal funds, or 50 percent of the total approved project costs of \$17,250,966.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2022-EP-00006-S01

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Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social

services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXVIII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIX - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	\$4,529,534.00
Fringe Benefits	\$1,604,921.00
Travel	\$0.00
Equipment	\$10,000.00
Supplies	\$94,353.00
Contractual	\$10,598,626.00
Construction	\$0.00
Indirect Charges	\$405,086.00
Other	\$8,446.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMS-2022-EP-00006-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. SX00503N2022T , SX00503N2022T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 08/23/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 10/01/2021 To: 09/30/2024 Budget Period 10/01/2021 09/30/2024		
1 5. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2022-FA-GA01-R107- -4120-D	\$0.00	\$7,560,609.00	\$7,560,609.00	See Totals
Emergency Management Performance Grants	97.042	2022-FE-GA01-R107- -4120-D	\$0.00	\$1,064,874.00	\$1,064,874.00	See Totals
			\$0.00	\$8,625,483.00	\$8,625,483.00	\$8,625,483.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Fri Aug 26 21:02:34 GMT 2022	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE Tue Aug 23 16:59:20 GMT 2022	

PATRICK GERARD MARCHAM,

WORK PLAN

FY 2022 Emergency Management Performance Grant

Emergency Management Organization: Thurston County Emergency Services

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Priority Area-Sustainment

Wireless Phone Services for EMPG Funded Staff

Priority Area #1	4.2 Hazard Mitigation	
Primary Core Capability	Threats and Hazard Identification	
Secondary Core Capability	Operational Coordination	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Participate in National Weather Service (NWS) briefings and workshops. Coordinate an annual Winter Coordination meeting and a Summer Hazards Seminar with NWS and local partner agencies.	NWS briefings are critical for preparedness and response prior to an event. They enable preplanning, protective actions and sharing of critical information with the public and local partner agencies. 19-0410 February Winter Weather After Action Review	Accurate weather notifications and/or alerts are provided to the public and partner agencies. Residents, businesses and public agencies are prepared to respond to weather related emergencies.
Participate in the Local Emergency Planning Committee (LEPC). Continue to engage the LEPC and expand an all-hazards approach.	Thurston County CEMP ESF-10 states that "The coordination of emergency response operations for hazardous material incidents may require multi-agency and multi-disciplinary responses."	A broader and more diverse group of community partners are engaged in planning, public education, response and recovery with an emphasis on hazardous materials and all-hazards. Thurston County response organizations are prepared and able to minimize exposure to and damage from materials that could adversely impact public health and safety or the environment.

Priority Area #2	4.11 Emergency Public Information and Education	
Primary Core Capability	Public Information and Warning	
Secondary Core Capability	Community Resilience	
Build or Sustain	Sustaining/Maintaining	

WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Support Map Your Neighborhood (MYN) organized neighborhoods and begin transition to the new statewide program "Be2WeeksReady."	Neighborhoods need to work together to understand their vulnerabilities and capabilities. The new statewide program, Be2WeeksReady will provide more neighborhoods more opportunity to plan and prepare for disasters. Thurston County Strategic Plan, Initiative 4, highlights the importance to "Support community disaster preparedness and resiliency by engaging residents and businesses to encourage their participation."	Neighborhoods will be better prepared, and more neighborhoods will have opportunities for engagement.
Coordinate and participate in preparedness fairs and Expos.	"Support community disaster preparedness and resiliency by engaging residents and businesses to encourage their participation." Thurston County Strategic Plan, Initiative 4	More citizens will be knowledgeable of current preparedness information.
Continue use of social media platforms in addition to traditional outreach methods.	"The need to provide information to the whole community, including limited English proficient populations, through a variety of methods, including the news media, county agency and emergency websites, social media platforms, and other means." Thurston County CEMP ESF 15	The whole community is engaged through a variety of methods. Outreach for public education and information and warning is improved.
Coordinate and participate in bi-annual emergency/disaster preparedness workshops with the local faith community groups.	"Support community disaster preparedness and resiliency by engaging residents and businesses to encourage their participation." Thurston County Strategic Plan, Initiative 4	Faith Community groups are trained and have relationships in place to better serve as a critical partner during disasters.
Participate in Local, Federal and State preparedness campaigns such as: *National Disaster Preparedness Month in September *The Great Shakeout in October *Thurston County Flood Awareness Week in October which is also the annual TCALERT test	"Support community disaster preparedness and resiliency by engaging residents and businesses to encourage their participation." Thurston County Strategic Plan, Initiative 4	Thurston County citizens are more aware and prepared for hazards in their communities. They are able to receive alerts and notifications.
Participate in the Statewide Public Education Workgroup with Washington State Emergency Management.	"Support community disaster preparedness and resiliency by engaging residents and businesses to encourage their participation." Thurston County Strategic Plan, Initiative 4	Statewide public education planning and messaging is coordinated horizontally and vertically.

Continue to incorporate FireWise and Ready, Set, Go! programs.	"Support community disaster preparedness and resiliency by engaging residents and businesses to encourage their participation." Thurston County Strategic Plan, Initiative 4	Communities are more educated about wildfire risks, are aware of preparedness actions that can be taken (creating defensible space), and know how to evacuate safely from a wildfire.
Train Thurston County Disaster Assistance Response Team (TCDART) volunteers in areas of public education.	"Support community disaster preparedness and resiliency by engaging residents and businesses to encourage their participation." Thurston County Strategic Plan, Initiative 4	A trained cadre of TCDART members can supplement public education and staff safety fairs.

Priority Area #3		4.4 Operational Planning and Procedures
Primary Core Capability		Operational Coordination
Secondary Core Capability		Planning
Build or Sustain		Sustaining/Maintaining
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Update Comprehensive Emergency Management Plan (CEMP) Emergency Support Functions (ESFs) and submit them for review by State EMD in accordance with our approved schedule.	RCW 38.52 requires local jurisdictions to maintain a current CEMP through periodic review and updating.	Thurston County meets RCW 38.52 legal requirements. Plan is enhanced by incorporating lessons learned from recent incidents and exercises. An updated plan provides a standard for training and exercising plans.
Continue to update and develop Emergency Coordination Center (ECC) procedures.	"Develop ECC procedures that include a process to develop initial objectives and share current situation on the ICS 201 at the beginning of the activation." Cascadia Rising 2016 Improvement Plan	Enhance operational coordination through documented procedures and providing continuity of effort. Provide a standard for training staff.
Continue to develop and update plans and procedures for Duty Officers.	"Develop and complete duty officer procedures." 19-0410 February Winter Weather Improvement Plan	Continuity of actions by Duty Officers having clear processes and procedures enhances capability and protects people, property, environment and economy for Thurston County.
Continue to update and enhance the Regional Recovery Framework. Maintain a multijurisdictional planning group to further identify the Disaster Recovery Council's composition, procedures and workplan. Hold an Executive Seminar on Disaster Recovery each year.	"Finalize the community Recovery Framework." Thurston County Strategic Plan, Initiative 4.	The county recovers efficiently and effectively from disaster led by a countywide Recovery Council and supported by an adopted Recovery Framework and Interlocal Agreement for Disaster Recovery.
Continue volunteer management planning.	"Support community disaster preparedness and resiliency by engaging residents and businesses to encourage their participation." Thurston County Strategic Plan, Initiative 4	Volunteers are utilized efficiently and safely through a well coordinated effort during disasters and events.

Continue to assist county departments and elected offices in updating and/or completing their Continuity of Operations and Continuity of Governance Plans.	"Establish Thurston County Continuity of Operations (COOP) and Continuity of Governance (COG) plans to ensure effective County functioning following a disaster." Thurston County Strategic Plan, Initiative 4	County government continues to function during continuity events guided by COOP/COG plans that are integrated countywide and validated through training and exercises.
Update ESF 6 Mass Care in coordination with the Disaster Assistance Council to meet new requirements.	As part of the Comprehensive Emergency Management Plan, the ESF 6 annex is updated every five years.	Mass care and sheltering are provided successfully following a disaster to persons unable to provide for themselves and those with special needs.
Continue to develop an Equine Evacuation Plan in coordination with the Equine Outreach volunteers, community partners and local agencies.	As part of the Comprehensive Emergency Management Plan, the ESF 6 and 11 annex is updated every five years. The Equine Outreach Program falls under both of these ESF annexes.	Equine Evacuation Plan that provides safe evacuation of horses and mules as needed. This is essential to the community's successful response and recovery.

Priority Area #4			4.7 Communications and Warning
Primary Core Capability			Public Information and Warning
Secondary Core Capability			Community Resilience
Build or Sustain			Sustaining/Maintaining
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT	
Continue outreach efforts to the whole community encouraging the public to subscribe to the countywide Thurston Community Alert System (TCALERT).	"Increase the County's ability to communicate in a timely manner with members of the public in the case of a disaster or public health emergency by encouraging participation in Thurston Community Alert (TC Alert)." Thurston County Strategic Plan, Initiative 4	More community members receive timely and accurate alert and warning for disasters and emergencies in their optimum language and format through TCALERT.	
Utilize traditional and social media to notify and inform community members about emergencies and disasters.	"...need to provide information to the whole community, including limited English proficient populations, through a variety of methods, including the news media, county agency and emergency websites, social media platforms, and other means." Thurston County CEMP ESF 15	The whole community is informed through a variety of methods and outreach for information and warning is improved.	
Test the Thurston Community Alert System (TCALERT) annually in October. Remedy any issues and update the subscriber list.	"Increase the County's ability to communicate in a timely manner with members of the public in the case of a disaster or public health emergency by encouraging participation in Thurston Community Alert (TC Alert)." Thurston County Strategic Plan, Initiative 4	The TCALERT system is ready to be utilized as needed in a disaster or emergency.	

Priority Area #5			4.6 Resource Management, Mutual Aid, and Logistics
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Primary Core Capability	Mass Search and Rescue Operations	
Secondary Core Capability	Operational Coordination	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Recruit, background check, and register volunteers as Emergency Workers including groups such as ARES/RACES, MRC (Medical Reserve Corps), Search & Rescue, Thurston County Disaster Assistance Team (TCDART) and Thurston County Equine Outreach (TCEO).	Local emergency management agencies are authorized and responsible for registering emergency workers for their jurisdiction. RCW 38-52 and WAC 118-04 (EM Worker Program)	Backgrounded and registered Emergency Workers are capable of supporting and enhancing the County's public education program and disaster response operations.

TIMELINE**FY 2022 Emergency Management Performance Grant**

DATE	TASK
June 1, 2022	Grant Agreement Start Date
April 30, 2023	Submit reimbursement request
July 31, 2023	Submit reimbursement request
September 30, 2023	Grant Agreement End Date
November 15, 2023	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.

BUDGET

FY 2022 Emergency Management Performance Grant

22EMPG AWARD \$ 176,697.00

SOLUTION			
AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ 564	\$ -
	Subtotal	\$ 564	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ 176,133	\$ 239,301
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 176,133	\$ 239,301
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
Indirect Cost Rate on file		0.00%	for Time Period of: N/A
TOTAL Grant Agreement AMOUNT:		\$ 176,697	\$ 239,301

The Subrecipient will provide a match of **\$176,697** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without **prior** written approval from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 723PT – EMPG

PROCUREMENT STAMP	
MANAGER	_____
FIS. MAN.	_____
INT. AUD.	_____
PAO	<u>02/08/23</u>
TALK. PTS.	_____
DIRECTOR*	_____
AIS*	_____
*AIS SUBMITTED BY DIRECTOR 2 WEEKS PRIOR TO DATE OF BOCC MEETING THAT ACTION TAKES PLACE	

From: [Rick Peters](#)
To: [Cherie Carey](#)
Subject: RE: Grant Contract Review for Emergency Management Please Respond
Date: Wednesday, February 8, 2023 1:30:14 PM
Attachments: [1603_001.pdf](#)

A hard copy is in office mail. --R

From: Cherie Carey <cherie.carey@co.thurston.wa.us>
Sent: Tuesday, February 7, 2023 12:03 PM
To: Rick Peters <rick.peters@co.thurston.wa.us>
Subject: RE: Grant Contract Review for Emergency Management Please Respond
Importance: High

Hi Rick-

Please see attached revised contract. There were changes needed to contact information and the state advised us to pen and ink those changes as attached.

Thank you!

Best regards,

Cherie Carey (Formerly Nevin)

Emergency Management Coordinator

Thurston County, Washington

9521 Tilley Rd. S. - Olympia, WA 98512

Phone: 360-867-2827 | Cell: 360-239-1282

cherie.carey@co.thurston.wa.us | www.thurstoncountywa.gov/em

Facebook.com/ThurstonEM

Twitter.com/ThurstonEM

From: Cherie Carey
Sent: Tuesday, February 7, 2023 7:23 AM
To: Rick Peters <rick.peters@co.thurston.wa.us>
Subject: FW: Grant Contract Review for Emergency Management
Importance: High

Hi Rick-

Please let me know if you have any questions. We are working to get this item on the February 28 BOCC agenda.

Thank you!

Best regards,

Cherie Carey (Formerly Nevin)
Emergency Management Coordinator

Thurston County, Washington

9521 Tilley Rd. S. - Olympia, WA 98512

Phone: 360-867-2827 | Cell: 360-239-1282

cherie.carey@co.thurston.wa.us | www.thurstoncountywa.gov/em

From: Cherie Carey

Sent: Wednesday, February 1, 2023 3:35 PM

To: Rick Peters <rick.peters@co.thurston.wa.us>

Subject: Grant Contract Review

Good Afternoon Rick-

Can you please review the attached contract. Please note that we will be asking the state to correct my contact information as listed on page 2. We are working to get this item placed on the February 28 BOCC agenda upon your approval.

Thank you and please contact me with any questions.

Best Regards,

Cherie Carey (Formerly Nevin)

Emergency Management Coordinator

Thurston County, Washington

9521 Tilley Rd. S. - Olympia, WA 98512

Phone: 360-867-2827 | Cell: 360-239-1282

cherie.carey@co.thurston.wa.us | www.thurstoncountywa.gov/em

Facebook.com/ThurstonEM

Twitter.com/ThurstonEM



Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date:

Date Created: 2/2/2023

Agenda Item #:

Created by: Chris Hawkins, Program Manager - Public Health and Social Services - 360-867-2513

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

Presenter: **Chris Hawkins, Program Manager - Public Health and Social Services - 360-867-2513**

Presenter #2: **Ramiro Chavez, County Manager - Commissioners - 360-754-2960**

Additional Presenters:

David Schaffert, President/CEO, Thurston County Chamber of Commerce; Josefina Magan Thurston Thrives Director

Item Title:

Amendment to Extend the Contract with Thurston County Chamber Foundation for
Thurston Thrives Backbone Support for One Year (2023)

Action Needed:

Class of Item:

List of Exhibits



Amendment4-
ThurstonThrivesBackbon
eSupport_TCChamberFd
n-ThurstonCo_Final-
PAO.pdf
PDF File
186 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 waiver of competitive solicitation under section A9 of Policy 0201 and Amendment No. 4 to the Thurston County Chamber Foundation Contract for Thurston Thrives coordination/backbone support to extend the contract duration through December 31, 2023 and add \$40,000 of funding

for this additional year of services, for a revised total maximum contract amount of \$200,000; and authorize the Public Health and Social Services Department Director to sign the amendment, as well as any future amendments that do not change the dollar amount or duration of the contract by more than 10%.

Item Description:

Thurston Thrives was begun by the Thurston County Board of Health, in partnership with community organizations, businesses and many volunteers, in 2013 to address the multitude of factors in community health and to make specific efforts to improve the social determinants of health for Thurston County residents.

The contract for Thurston Thrives coordination and fiscal agency by the Thurston Chamber Foundation was approved by the Board of County Commissioners in 2019 and helps to ensure that this important work continues in our community. A third amendment to the contract is coming to a close, and the contract is now needing a one-year renewal for 2023. It is consistent with the County's strategic plan as follows:

Initiative 1 – Improve health outcomes for all, including:

- Focus on addressing social determinants of health through Thurston Thrives.

Initiative 2 - Improve community health, wellness, and safety, including:

- Play a leadership role in efforts by Thurston Thrives and the Cascade Pacific Action Alliance (CPAA), which brings strategies and resources [for community health improvement].

The 2023 scope of services for this contract is modified in an Exhibit A-4 reflects the governance structure for TT established in 2022 (multiple work groups and coordination activities associated with that) and a continued emphasis on addressing disparities in community health, particularly those affecting Black, Indigenous and People of Color (BIPOC) communities, to move our community toward health equity.

Background:

In the 2022-2023 County budget, the Board authorized the Public Health and Social Services to invest \$40,000 each fiscal year in Thurston Thrives, our community's public-private health and safety improvement initiative. This initiative was launched by the Board of Health in 2013 and the Board transitioned the initiative to the community in December 2014.

Thurston Thrives was designed to engage the entire community in improving public health and safety. This county-wide initiative takes a systems approach to identifying priority health outcomes and implementing cross-sector strategies to achieve these targets. This approach is designed to help solve complex social problems in our community. Complex change is accomplished through cross-sector partnerships and not by individual organizations and agencies.

Through looking at health as a total picture of health behaviors, clinical care, social and economic factors, and our physical environment, we can extend our residents' length of life and also improve the quality of their lives, individually and collectively. It is based on a model of population health that emphasizes the many factors that, if improved, can help make communities healthier places to live, learn, work and play.

Thurston Thrives is based on a change methodology known as Collective Impact, which has 5 key

features:

1. Common Agenda: The community must develop a shared understanding of the problem they hope to address, the change they hope to see, and the actions they will take to solve the problem.
2. Shared Measurement Systems: The community must decide on common measures with which all parties will use to evaluate their progress individually and collectively.
3. Mutually Reinforcing Activities: Each partner must use its individual strengths to support the common agenda, working together to address all levels of the system they hope to change.
4. Continuous Communication: Consistent and open communication is needed to build trust and ensure mutual objectives and motivation.
5. Backbone Support: Collective impact initiatives require their own staff with a specific set of skills to manage, facilitate, and support the project, as well as to coordinate participating partners, maintain momentum, and mediate conflicts and challenges. Through Thurston Thrives, hundreds of community members have come together to form action teams: Climate & Clean Energy; Community Design; Economy; Food; Housing; Public Safety and Justice; and Partners for Children, Youth, and Families (which includes early learning & education as well as youth suicide prevention). All teams created detailed strategy maps to establish a common agenda in their action area.

In December 2014, Thurston Thrives transitioned from a county-led initiative to a community-led public-private partnership. At that time, the Thurston County Chamber Foundation was selected as the fiscal agent and backbone organization, and several community partners pooled monies together for a contracted staff position.

These funding partners included Thurston County, the United Way, The Community Foundation of South Puget Sound, the Thurston County Chamber Foundation, Cascade Pacific Action Alliance, and a number of private sector funders.

A steering committee was established, known as the Coordinating Council, which provides overall coordination, vision, and strategy for Thurston Thrives.

The role of the Chamber Foundation, as the backbone organization and fiscal agent, is to:

Measure, promote and sustain Thurston Thrives, by:

- * Coordinating among partners
- * Anticipating and overcoming challenges
- * Serving as fiscal agent
- * Overseeing fund development
- * Promoting community engagement

Thurston Thrives is designed to communicate about the multiple factors in community health improvement and the efforts of the partnering collective impact action teams (through Chamber network and social media).

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

Date Submitted: 2/15/2023

SOLE SOURCE CONTRACT FOR PROFESSIONAL SERVICES OF
THURSTON THRIVES BACKBONE SUPPORT
BETWEEN THURSTON COUNTY CHAMBER FOUNDATION
AND
THURSTON COUNTY, WASHINGTON

Amendment No. 4

Thurston County, hereinafter "COUNTY," and THURSTON COUNTY CHAMBER FOUNDATION, hereinafter "CONTRACTOR," mutually agree to amend their 2019 contract for Thurston Thrives backbone support services (hereinafter "Contract") in accordance with Section 1 and Section 6. The parties agree that the Contract executed on 9/16/2019, and amended on February 14, 2020, February 11, 2021, March 15, 2022, and February 13, 2023, shall be amended effective March 1, 2023 as follows:

I. Section 1. DURATION OF CONTRACT shall be amended to have revised end date as follows:

The term of this Contract shall be extended to December 31, 2023.

II. Section 2. SERVICES PROVIDED BY THE CONTRACTOR shall be amended to add Exhibit A-4 as follows:

The CONTRACTOR shall perform the following services:

Serve as the Backbone Support, as defined in Exhibit A-4, including fiscal agent, for Thurston Thrives. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A-4, which is attached hereto and incorporated herein by reference.

III. Section 5. COMPENSATION shall be amended to add funding sufficient for an additional year of backbone support services and a revised invoice form reflecting current year's scope as follows:

a. For the services performed hereunder, the maximum total amount provided by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$40,000.00 for the period of January 1, 2023 through December 31, 2023, for a total contract amount not to exceed \$200,000.00, which shall be provided according to the terms set forth in exhibits A-4 and B-4, attached hereto and incorporated herein by reference.

b. The CONTRACTOR shall abide by the billing procedure as follows:

1. The CONTRACTOR shall bill the COUNTY for services using the specified invoice form included in Exhibit B-4, attached hereto and incorporated herein by reference. The COUNTY reserves the right to amend, delete, or add to the billing form as shown in this Exhibit.

5. An original signed invoice must be received prior to dispersal of funds. Electronic invoices may be accepted, so long as they conform to the format set forth in Exhibit B-4. Attach any data requested prior to submitting invoices. Attach receipts for out-of-pocket expenses.

IV. Exhibit A-4 Scope of Services is added for the 2023 program year to reflect areas of emphasis and governance for Thurston Thrives.

V. Exhibit B-4 Invoice Form is added for the 2023 program year to reflect the revised content of Exhibit A-4

VI. Except as expressly provided by this Amendment No.4, all other terms and conditions of the original 2019 Contract for Thurston Thrives Backbone Support services remain in full force and effect.

In witness whereof, the parties hereto have caused this Amendment No. 4 to be executed in duplicate originals this _____ day of _____, 20____.

For the
BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

For the
Thurston County Chamber Foundation

David Bayne, Director
Public Health & Social Services Department

By _____
David Schaffert, President/CEO

APPROVED AS TO FORM:

JON TUNHEIM

By: _____
Deputy Prosecuting Attorney

EXHIBIT A-4

SCOPE OF SERVICES

- I. This document defines the work the CONTRACTOR will provide as the fiscal agent and Backbone Support (Backbone Organization) for Thurston Thrives. This agreement and work plan is between the CONTRACTOR and COUNTY.

The purpose of Thurston Thrives is community health improvement in Thurston County and the initiative is guided by the Backbone Organization, serving as the fiscal agent, and the COUNTY. Community health improvement includes achieving health equity and a course of action that reduces, and ultimately eliminates, health disparities so that optimal health for all is possible and that differences in life and health outcomes cannot be predicted on the basis of race in Thurston County.

- A. The role of the CONTRACTOR, as the Backbone Organization agent is to:
1. Guide the vision and strategy of the public health initiative.
 2. Support aligned activities and shared outcomes.
 3. Establish shared measurement practices.
 4. Build public will.
 5. Advance policy.
 6. Mobilize funding.
- B. The CONTRACTOR shall provide staff support to convene and facilitate community groups working to achieve the intent and purpose of this contract. Community groups shall include:
1. Funders Committee – comprised of representatives from public, private, and non-profit organizations that provide direct financial support to Thurston Thrives.
 2. Elected Officials Council – comprised entirely of publicly elected officials representing jurisdictions within the county of Thurston.
 3. Coordinating Council – comprised of the Chairs or designated representatives for Thurston Thrives Action Teams.
 4. Data Workgroup – comprised of individuals representing public, private, and non-profit organizations that collect, analyze, and study data concerning the social determinants of health.
- C. The CONTRACTOR shall convene no fewer than two meetings of the Funders Committee between March 1 and December 31 of the calendar year. The focus of these meetings shall be:
1. Refocus on cross-sector and cross-action team coordination.
 2. Identify mutually reinforcing needs and solutions.
 3. Ensure timely communication with Action Teams.

- D. The CONTRACTOR shall convene no fewer than two meetings of the Coordinating Council between January 1 and December 31 of each calendar year. The focus of these meetings shall be:
1. Focus on cross-sector and cross-action team coordination.
 2. Identify mutually reinforcing needs and solutions.
 3. Ensure timely communication between Action Teams.
- E. The CONTRACTOR shall convene no fewer than two meetings of the Elected Officials Council between April 1 and December 31 of the calendar year. The focus of these meetings shall be:
1. Provide timely updates on the work of Thurston Thrives.
 2. Identify cross-jurisdictional coordination opportunities.
 3. Recommend systemic public policy solutions.
 4. Ensure timely communication with the Funders Committee and Coordinating Council.
- F. The CONTRACTOR shall convene no fewer than two meetings of the Data Workgroup between March 1 and December 31 of the calendar year. The focus of these meetings shall be:
1. Review and monitor shared data, indicators, and determinate of health metrics.
 2. Share analysis of new and emerging data and indicators.
 3. Provide input on new survey instruments and tools.
 4. Ensure timely communication within Thurston Thrives teams and groups.
- G. The CONTRACTOR shall convene no fewer than two ad hoc coordinating meetings or events between March 1 and December 31 of the calendar year. The focus of these meetings shall be:
1. Bring together Black Indigenous People of Color (BIPOC) individuals and organizations historically excluded from prior Thurston Thrives efforts.
 2. Work with Action Teams to increase BIPOC inclusion.
- H. The CONTRACTOR shall provide staff to support Action Teams that are modeled on the social determinants of health. The CONTRACTOR shall:
1. Strive to ensure Action Teams combine the expertise of professionals and service providers from a variety of sectors.
 2. Enable Action Teams to identify appropriate strategies and goals to achieve the intent and purpose of this contract.
 3. Convene and facilitate regular Action Teams meetings.
 4. Bring together partners to implement strategies and actions that close the health equity gaps experienced by BIPOC communities.
 5. Create opportunities to engage BIPOC individuals and organizations for collaboration, input, and client coordination.
 6. Improve efforts to connect and collaborate with BIPOC individuals and communities for input, consultation, and direction.

- I. The CONTRACTOR shall provide staff or consultants to support Thurston Thrives overall and provide functions including:
1. Measuring, promoting and sustaining the community's initiative to improve the health of all Thurston County residents, including, specifically, BIPOC communities;
 2. Identifying and addressing community needs, gaps and opportunities, particularly the known gap of the health of BIPOC communities by supporting partnerships that:
 - a. work to eliminate health disparities or avoidable differences between groups of people created by societal barriers and systematic exclusion from access to medical, behavioral, and oral health services opportunities.
 - b. promote racial equality and work to eliminate racism and systemic racism as a source of negative physical and behavioral health conditions.
 3. Fostering continuous communication between Funders Committee, Coordinating Council, Elected Officials Council, Data Workgroup, Action Teams, and BIPOC individuals and organizations;
 4. Gathering, reviewing and reporting data and measures of progress on the strategies of Action Teams;
 5. Maintaining a dedicated website for Thurston Thrives and the initiative that features the full scope of activity in Thurston Thrives;
 6. Setting goals for the initiative, including areas of emphasis that derive from the common agendas of the Action Teams/Hubs, as well as health system process improvements;
 7. Engaging the wider Thurston County community and maintaining a high level of public awareness of the actions being done to further Thurston Thrives;
 8. Ensuring any request for proposal (RFP) utilizing public funds is transparent and public and that all applications, reports and other related materials are available for public review;
 9. Publishing agendas and meeting summaries;
 10. Ensuring fiscal and other records are maintained and retained; and
 11. Update the Thurston County Board of Health as requested.

II. Other organizations can participate financially, and the CONTRACTOR may enter into contract(s) with those organizations and partners individually or collectively, or any combination thereof.

- A. The CONTRACTOR, as the Backbone Organization, may pursue and receive monetary and/or in-kind resources sufficient to support and enhance Thurston Thrives strategy implementation; and,
- B. The CONTRACTOR, may at its discretion, appoint representatives from public, private, and non-profit organizations that provide direct financial support to the Funders Committee.

III. Compensation

- A. CONTRACTOR shall receive up to \$40,000 to provide the services set forth in section I. of this Exhibit A-4.
- B. In the event of: (1) termination of this Contract or (2) the dissolution of the fiscal agent prior to the end of the Contract term, or (3) the end of the Contract term, the CONTRACTOR shall transfer any remaining assets to the funding entities proportional to the amount contributed by each.

EXHIBIT B-4
INVOICE FORM

From: Thurston County Chamber
Foundation
PO Box 1427
Olympia, WA 98501

Submit To: Thurston County Public Health &
Social Services
Attn: Chris Hawkins
412 Lilly Rd. NE
Olympia, WA 98506
chris.hawkins@co.thurston.wa.us

Invoice Number: _____ Vendor ID: _____ Project Code: _____

For Service Dates: _____ Date Submitted: _____

Item Description	Quantity	Cost	Amount Billed to Thurston County
TOTAL			

Activities performed this billing period (check all that apply)	Date(s)
<input type="checkbox"/> Convened meetings of the Funders Committee.	
<input type="checkbox"/> Convened meetings of the Thurston Thrives Coordinating Council.	
<input type="checkbox"/> Convened meetings of the Elected Officials Council.	
<input type="checkbox"/> Convened meetings of the Data Workgroup.	
<input type="checkbox"/> Held ad hoc meetings/events to engage BIPOC communities.	
<input type="checkbox"/> Update provided to Thurston County Board of Health.	

I attest that the information contained on this invoice is complete and accurate, all required reports or deliverables have been submitted, and the Chamber is committed to obtaining additional needed resources for the Thurston Thrives Backbone Support from other sources. I have attached all supporting documentation required per contractual requirements.

Authorized Signature: _____ Date: _____
(must sign in blue ink)

Printed Name: _____

Title: _____ Telephone number: _____



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/13/2023

Agenda Item #:

Created by: Keylee Marineau, Homeless and Affordable Housing Coordinator - Public Health and Social Services - 360-867-2544

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Keylee Marineau, Homeless and Affordable Housing Coordinator - Public Health and Social Services - 360-867-2544**

Item Title:

Emergency Solutions Grant-Covid Contract Amendment with Department of Commerce

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? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve a contract amendment with the Washington State Department of Commerce for an additional \$851,440 under the Emergency Solutions Grant - Covid for a total contract value of \$4,955,585 and to authorize the Director of Public Health and Social Services to sign the amendment and any future amendments that do not change the contract value by 10%.

Item Description:

Under the CARES Act, Thurston County has been allocated funding under the Emergency Solutions Grant- Covid (ESG-CV) program through the Washington State Department of Commerce. In July 2020, Thurston County received an initial allocation of \$627,292 in ESG-CV funds. In November of 2020, Thurston County received an additional allocation of \$3,255,300 to the contract followed by an additional \$285,000 in January 2022. The Department of Commerce has received a fourth round of ESG-CV funding and has issued a contract amendment to add \$851,440 to add to the contract for a total award of \$4,955,585.

These funds must be expended by September 30, 2023.

ESG-CV funds must be used to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless

assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐
Date Submitted: 2/13/2023



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/13/2023

Agenda Item #:

Created by: Keylee Marineau, Homeless and Affordable Housing Coordinator - Public Health and Social Services - 360-867-2544

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Keylee Marineau, Homeless and Affordable Housing Coordinator - Public Health and Social Services - 360-867-2544**

Item Title:

ESG-CV Contracts for Homeless Services

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.

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Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve five Emergency Solutions Grant-COVID contracts for a total amount of \$831,440 to agencies that are supporting vulnerable populations in response to COVID-19 and authorize the Director of Public Health and Social Services to sign the contracts and any amendments that do not exceed 10%.

Item Description:

Under the CARES Act, Thurston County has been allocated funding under the Emergency Solutions Grant- Covid (ESG-CV) program through the Washington State Department of Commerce. In July 2020, Thurston County received an initial allocation of \$627,292 in ESG-CV funds. In November of 2020, Thurston County received an additional allocation of \$3,255,300 to the contract followed by an additional \$285,000 in January 2022. The Department of Commerce has received a fourth round of ESG-CV funding and has issued a contract amendment to add \$851,440 to add to the contract for a total award of \$4,955,585.

ESG-CV funds must be used to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

Funds must be expended by September 30, 2023. To ensure funds are spent in a timely manner and

in accordance with ESG-CV requirements, the proposed contracts are going to agencies and activities that were previously funded with ESG-CV funds that have been completed. The Office of Housing and Homeless Prevention discussed the on-going funding needs of each agency to continue their COVID-related activities as physical distancing and public health guidance remain in place for congregate shelters for the foreseeable future.

The table below lists the requested amendment amount by agency and program.

Organization	Activity	Award Amount
Community Youth Services	Emergency Shelter - Rosie's Place	\$76,201.46
City of Olympia	Hygiene Services	\$46,893.21
Olympia Mutual Aid Partners	Outreach	\$365,438.76
Interfaith Works	First Christian - Emergency Shelter	\$293,082.54
Partners in Prevention Education	Outreach	\$49,824.03
Total		\$831,440

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐
Date Submitted: 2/13/2023



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/8/2023

Agenda Item #:

Created by: Keylee Marineau, Homeless and Affordable Housing Coordinator - Public Health and Social Services - 360-867-2544

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Keylee Marineau, Homeless and Affordable Housing Coordinator - Public Health and Social Services - 360-867-2544**

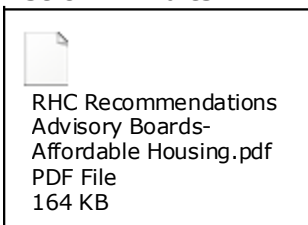
Item Title:

Appointment of Board Members for the Regional Housing Council's Affordable Housing Advisory Board

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 appoint recommended nominees as board members to the Regional Housing Council's Affordable Housing Advisory Board.

Item Description:

The Regional Housing Council (RHC) has approved a governance structure that included meaningful participation from Homeless Crisis Response System (HCRS) and Affordable Housing subject matter experts (SMEs) and People with Lived Experience of Homelessness (PLEH) at a policy and funding recommendation level. This governance structure, established in Amendment Two of the RHC Interlocal Agreement that was approved by the Board of County Commissioners on February 14, 2023 created two advisory boards to support the RHC:

- The Affordable Housing Advisory Board (AHAB)
- The Homeless Response Advisory Board (HSAB)

The primary purpose of the Affordable Housing Advisory Board is to make recommendations to the RHC on priorities, funding and policies related to the expenditures of the combined county-wide

and Olympia Home Fund, federal HOME Investment Partnership, HB 1406, and HB 2060, and any other existing or future fund sources controlled by the RHC and which the RHC may deem appropriate.

Board membership should include representatives from the following groups:

- At least one-third, but no more than one-half of members shall be residents of Olympia or represent organizations located in Olympia.
- At least one member should be a resident of or represent an organization with a housing focus that substantially operates in each of the jurisdictions of Lacey, Tumwater, Yelm, and unincorporated Thurston County.
- Two members should be active members and represent the Thurston Thrives Housing Action Team, or subsequent organization. One member will be an active representative of the Thurston Thrives Affordable Housing Team.
- Two members should represent the Lived Experience Steering Committee, be a current resident of subsidized housing unit, or be eligible to participate in a federally subsidized housing voucher program.

On January 3, 2023, applications for AHAB membership were released to the public. Broad stakeholder outreach for applicants was conducted.

Applications closed on Monday, January 23, 2023. There were 26 applications for the AHAB with a wide-range of applicants to fill the 8 to 14 positions on the advisory board. Board terms will be for up to 3 years.

While reviewing applications, the Technical Team remained committed to ensuring recommendations for Advisory Board members supported the goal of creating a strong and diverse board. The intent to honor our commitment to centering people with:

- Lived experience/expertise with homelessness and/or living in subsidized housing
- Those whose identity group is one that is overrepresented within those seeking services in Thurston County's Homeless Crisis Response System (*Black, Indigenous, People of Color, LGBTQIA+, Living with disability*).

Applicants recommended by the RHC Technical Team were subsequently interviewed by the RHC Chair – Councilmember Carolyn Cox and RHC Vice-Chair – Commissioner Carolina Mejia. The group of recommended applicants was presented to the full RHC on February 15. The RHC recommends to the Board of County Commissioners the following applicants for appointment to the Affordable Housing Advisory Board:

Deb Laron, Yelm, 3-years

David Puszczewicz, Olympia, 3-years

Meg Martin, Unincorporated Thurston County, 3-years

Talauna Reed, Olympia, 3-years

Charlia Messinger, Unincorporated Thurston County, 3-years

Carly Colgan, Tumwater, 3-years

Grace Lee, Olympia, 3-years

Kendra Landais Cherry, Olympia, 2-years

Trudy Soucoup, Lacey, 2-years

Trish Gregory, Unincorporated Thurston County, 2-years

Craig Chance, Unincorporated Thurston County, 2-years

Jessie Simmons, Unincorporated Thurston County, 2-years

Donna Feddern, Unincorporated Thurston County, 2-years

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

Date Submitted: 2/16/2023

Affordable Housing Advisory Board: Recommended Members

Name of Candidate	Candidate is a resident of or represents an organization that substantially operates in Olympia, Lacey, Tumwater, Yelm and unincorporated Thurston County.	Candidate is an active member of Thurston Thrives Housing Action Team (or HAT sub-work team)	Candidate is a member of the Lived Experience Steering Committee or has lived experience as homeless *	Candidate has lived experience/expertise such as: <i>current resident of subsidized housing unit, or eligible to participate in a federally subsidized housing voucher program</i>	Candidate identifies as belonging to an identity group that is over-represented in the Homeless Crisis Response System (<i>Black, indigenous, person of color, LGBTQIA+, living with a disability</i>)	Recommended Term Length (Years)
1 Deb Larson	Yelm	Yes	Yes	Yes	Yes	3
2 David Puszczewicz	Olympia	Yes	yes	No	Yes	3
3 Meg Martin	Unincorporated Thurston County	Yes	No	No	Yes	3
4 Talauna Reed	Olympia	No	Yes	No	Yes	3
5 Charlia Messinger	Unincorporated Thurston County	Yes	No	No	Yes	3
6 Carly Colgan	Tumwater	Yes	No	No	Yes	3
7 Grace Lee	Olympia	Yes	No	No	Yes	3
8 Kendra Landais Cherry	Olympia	No	Yes	No	Yes	2
9 Trudy Soucoup	Lacey	Yes	No	No	No	2
10 Trish Gregory	Unincorporated Thurston County	Yes	No	No	No	2
11 Craig Chance	Unincorporated Thurston County	Yes	No	No	No	2
12 Jessie Simmons	Unincorporated Thurston County	No	Yes	No	No	2
13 Donna Feddern	Unincorporated Thurston County	No	No	No	Yes	2



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/8/2023

Agenda Item #:

Created by: Keylee Marineau, Homeless and Affordable Housing Coordinator - Public Health and Social Services - 360-867-2544

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

Presenter: **Keylee Marineau, Homeless and Affordable Housing Coordinator - Public Health and Social Services - 360-867-2544**

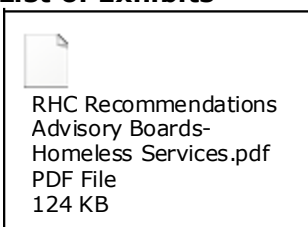
Item Title:

Appointment of Board Members for the Regional Housing Council's Homeless Services Advisory Board

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 appoint recommended nominees as board members to the Regional Housing Council's Homeless Services Advisory Board.

Item Description:

The Regional Housing Council (RHC) has approved a governance structure that included meaningful participation from Homeless Crisis Response System (HCRS) and Affordable Housing subject matter experts (SMEs) and People with Lived Experience of Homelessness (PLEH) at a policy and funding recommendation level. This governance structure, established in Amendment Two of the RHC Interlocal Agreement that was approved by the Board of County Commissioners on February 14, 2023 created two advisory boards to support the RHC:

- The Affordable Housing Advisory Board (AHAB)
- The Homeless Response Advisory Board (HSAB)

The primary purpose of the Homeless Services Advisory Board (HSAB) is to make

recommendations to the RHC on priorities, funding and policies related to the expenditures of the Consolidated Homeless Grant (CHG), Housing and Essential Needs (HEN), HB 2163, HB 1277, and Human Services Fund. Additionally, the Homeless Services Advisory Board will make recommendations on any funding designated for homeless services by the RHC from the Thurston County Home Fund.

Board Membership Board membership should include representatives from the following groups:

- At least one member should be a resident of or represent an organization that substantially operates in each of the jurisdictions of Olympia, Lacey, Tumwater, Yelm, and unincorporated Thurston County.
- Two members should be active members and represent the Thurston Thrives Housing Action Team, or subsequent organization. One member will be an active representative of the Homeless Housing Hub, Thurston County's Local Continuum of Care for the Homeless Crisis Response System.
- Two members should come from the Lived Experience Steering Committee or be someone who has experienced homelessness.

On January 3, 2023, applications for HSAB membership were released to the public. Broad stakeholder outreach for applicants was conducted.

Applications closed on Monday, January 23, 2023. There were 21 applications for the HSAB with a wide-range of applicants to fill the 8 to 14 positions on the advisory board. Board terms will be for up to 3 years.

While reviewing applications, the Technical Team remained committed to ensuring recommendations for Advisory Board members supported the goal of creating a strong and diverse board. The intent to honor our commitment to centering people with:

- Lived experience/expertise with homelessness
- Those whose identity group is one that is overrepresented within those seeking services in Thurston County's Homeless Crisis Response System (*Black, Indigenous, People of Color, LGBTQIA+, Living with disability*).

Applicants recommended by the RHC Technical Team were subsequently interviewed by the RHC Chair – Councilmember Carolyn Cox and RHC Vice-Chair – Commissioner Carolina Mejia. The group of recommended applicants was presented to the full RHC on February 15. The RHC recommends to the Board of County Commissioners the following applicants for appointment to the Homeless Services Advisory Board:

Ti'eri Lino, Olympia, 3-years

Stephanie Reinauer, Olympia, 3-years

KayVin Hill, Olympia, 3-years

Joshua Chaney, Unincorporated Thurston County, 3-years

John Brown, Unincorporated Thurston County, 3-years

Candice Garman, Lacey, 3-years

Anthony Ducote, Olympia, 2-years

Anna Schlecht, Olympia, 2-years

Tammie Smth, Olympia, 2-years

Leslie Van Leishout, Lacey, 2-years

Nova Paden, Olympia, 2-years

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

Date Submitted: 2/16/2023

Homeless Services Advisory Board: Recommended Members

Name of Candidate	Candidate is a resident of or represents an organization that substantially operates in Olympia, Lacey, Tumwater, Yelm and unincorporated Thurston County.	Candidate is an active member of Thurston Thrives Housing Action Team (or HAT sub-work team)	Candidate is a member of the Lived Experience Steering Committee or has lived experience as homeless *	Candidate identifies as belonging to an identity group that is over-represented in the HCRS	Candidate has experience as a direct service provider	Recommended Term Length (Years)
1 Ti'eri Lino	Olympia	Yes	Yes	Yes	Yes	3
2 Stephanie Reinauer	Olympia	No	No	Yes	Yes	3
3 KayVin Hill	Olympia	No	Yes	Yes	Yes	3
4 Joshua Chaney	Unincorporated Thurston County	No	Yes	Yes	Yes	3
5 John Brown	Unincorporated Thurston County	Yes	Yes	Yes	Yes	3
6 Candice Garman	Lacey	No	Yes	No	Yes	3
7 Anthony Ducote	Olympia	No	Yes	Yes	Yes	2
8 Anna Schlecht	Olympia	Yes	Yes	Yes	No	2
9 Tammie Smith	Olympia	Yes	Yes	No	Yes	2
10 Leslie Van Leishout	Lacey	Yes	Yes	No	Yes	2
11 Nova Paden	Olympia	No	Yes	Yes	Yes	2



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/3/2023

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**

Item Title:

Approve contract amendment with Washington State Department of Commerce for the Rights of Way Initiative

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? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve an amendment to the Interagency Agreement with the Washington State Department of Commerce for the Rights of Way (ROW) Initiative to add \$6,100,000 in funding to bring the total contract value to \$10,720,800.00 and authorize the Director of Public Health and Social Services to sign the amendment and any future amendments that do not change the amount by more than 10 percent.

Item Description:

The intent of the ROW Initiative is to transition persons encamped on state public rights-of-way to permanent housing solutions. The current agreement with Commerce provides funding for three primary activities:

1. Operating costs up to 24 continuous stay shelter beds at a local shelter for three years
2. Hotel stays for individuals fleeing domestic violence.
3. Increased and targeted outreach to state ROW camps for three years

The proposed amendment to the ROW agreement would add \$6,100,000 of funding over 3 years to support operations of the former hotel at 8200 Quinault in Lacey to be used as emergency housing for those transitioning from the state's rights-of-way. The property was acquired by the Low Income Housing Institute (LIHI) and it is the County's intent to contract with LIHI to operate the property.

The property will be operated in accordance with a Memorandum of Understanding agreed to between Thurston County, City of Lacey and Department of Commerce, which was approved by the Board of County Commissioners on November 22, 2022.

The period of the distribution of these funds would run until June 30, 2025.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☐
Date Submitted: 2/3/2023



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/8/2023

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**

Item Title:

Approve contract with Low Income Housing Institute to operate enhanced shelter

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.

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Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve a contract with Low Income Housing Institute to operate an enhanced shelter under the Governor's Rights of Way (ROW) Initiative for up to \$6,000,000 through June 30, 2025 and authorize the Director of Public Health and Social Services to sign the amendment and any future amendments that do not change the amount by more than 10 percent.

Item Description:

The intent of the ROW Initiative is to transition persons encamped on state public rights-of-way to permanent housing solutions. In line with a proposal submitted by Thurston County jurisdictions to the Department of Commerce for the ROW Initiative, Department of Commerce provided funding directly to the Low Income Housing Institute (LIHI) to acquire an hotel that was located at 8200 Quinault St in Lacey. The acquisition of this property has been completed. The intent is to operate the property as emergency housing with priority given to people living on the State's Rights of Way in Thurston County.

Through an amendment to the existing ROW contract between the Department of Commerce and Thurston County, Commerce has provided funding to Thurston County to support the operations of the property. Thurston County's Office of Housing and Homeless Prevention is seeking Board of County Commissioner approval to enter into contract with LIHI to operate the property at 8200 Quinault as emergency housing.

The property will be operated in accordance with a Memorandum of Understanding agreed to between Thurston County, City of Lacey and Department of Commerce, which was approved by the Board of County Commissioners on November 22, 2022.

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

Date Submitted: 2/16/2023



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 2/15/2023

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:

Women's History Month Proclamation

Action Needed:

Class of Item:

List of Exhibits



02282023 Women's
History Month
Proclamation.pdf
PDF File
111 KB

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

Click Additional Attachment to attach more materials.

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Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

The Board of County Commissioners will proclaim the month of March as Women's History Month in Thurston County

Item Description:

None

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

Proclamation

Women's History Month “Celebrating Women Who Tell Our Stories”

WHEREAS, women of every race, class, and ethnic background have made and continue to make historic contributions to the growth and strength of Thurston County; and

WHEREAS, these contributions are critical to the growth and development of our economy, our cultural and artistic achievements, our social advancement, and in all areas of accomplishment; and

WHEREAS, American women are particularly important in the establishment of early charitable, educational, and cultural institutions in our nation; and

WHEREAS, American women served as early leaders in the forefront of every major progressive social change movement, including the right to vote, improved employment rights, the civil rights movement, and the peace movement, which creates a more just society for all; and

WHEREAS, The League of Women Voters was formed in 1920 to promote a larger role for women in public affairs after winning the right to vote; and

WHEREAS, American women are increasingly represented as public officials in all levels of government and serve our country courageously in the military; and

WHEREAS, Women's History Month, derived from International Women's Day commemorating working women in the early 20th century, has been designated in our nation and each year since 1987.

***NOW THEREFORE, BE IT RESOLVED,** the Board of Thurston County Commissioners hereby proclaim March 2020 as Women's History Month in Thurston County, and encourage all residents to honor women for their countless contributions to our community and nation, and to learn more about the significant role of women in the creation of our history.*

ADOPTED this 28th day of February 2023

BOARD OF COUNTY COMMISSIONERS



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date:

Date Created: 1/17/2023

Agenda Item #:

Created by: Tillie Naputi-Pullar, Election Manager - Auditor - 360-754-2940

Creator = Presenter? ☐ Yes ☐ No

Is this a presentation by more than one person? ☐

Presenter: **Tillie Naputi-Pullar, Election Manager - Auditor - 360-754-2940**

Presenter #2: **Mary Hall, Auditor - Auditor - 360-786-5401**

Additional Presenters:

Lynne Watanabe, Lead Elections Technician - x3004

Jack Mongin, Elections Technician - x3004

Item Title:

Public Hearing - Precinct Boundary Changes and County Commissioner District Legal
Description

Action Needed:

Class of Item:

List of Exhibits



Ordinance_amendment_
2023_FINAL_EPsig.pdf
PDF File
68.7 KB

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

Click Additional Attachment to attach more materials.



Ordinance_Commissione
r
District_2023_PctMaint_
FINAL_EPsig.pdf
PDF File
130 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? ☐

☐ PAO

☐ FinSvcs

☐ HR

☐ Budget Office

☐ CAO

☐ Other

Notes:

Budget Effect Summary? ☐

Recommended Action:

Move to close the public hearing.

Move to approve the ordinance for the proposed legal description and precinct boundary changes, updating 13 precincts with boundary-line adjustments and creating 1 new precinct, and repealing 7 precincts and approve the ordinance for the proposed legal descriptions for the commissioner districts.

Item Description:

The Auditor's Office is proposing to modify precinct boundaries within the county. These changes are necessary adjustments to annexed areas and to improve precinct boundaries. As a result, the following changes are proposed: 13 precincts with boundary-line adjustments, creating 1 new precinct, repealing 7 precincts and updating 3 commissioner district legal descriptions.

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

Date Submitted: 2/16/2023

Ordinance No. _____

An ORDINANCE changing the boundaries of certain election precincts in Thurston County and adding one new election precinct within Commissioner District No. Two as a result of precinct maintenance, city annexations, and amending Sections 1.08.341, 1.08.342, 1.08.370, 1.08.535, 1.08.565, 1.08.567, 1.08.568, 1.08.569, 1.08.572, 1.08.637, 1.08.1020, 1.08.1120, and 1.08.1340 of the Thurston County Code.

WHEREAS, Thurston County currently has 292 voting precincts; and

WHEREAS, in accordance with RCW 29A.16.040, precinct boundaries may be altered at any time as long as sufficient time exists prior to a given election; and that no precinct exceeds 1,500 active registered voters; and

WHEREAS, precinct boundaries may be altered when a city or town annexes unincorporated territory to the city or town; and

WHEREAS, thirteen precinct boundary modifications are necessary due to the number of active voters nearing 1,500 in a given precinct, and recent annexations; and

WHEREAS, precinct boundary adjustments are necessary for the following precincts: Kinwood West, Lacey 1, Lacey 15, Tumwater 3, Tumwater 9, Tumwater 10, Tumwater 11, Tumwater 12, Tumwater 15, Lacey 33, Evergreen Ballroom, Lacey 42, and Tumwater 31; and

WHEREAS, these adjustments have resulted in seven repealed precincts: Bush Prairie, Simmons 3, Simmons 4, Glenwood/Trosper Lake, Quince, Tumwater 29, and Lacey 52; and

WHEREAS, these adjustments have resulted in one new precinct: Evergreen Ballroom North; and

WHEREAS, Commissioner District No. Two needs to be amended to reflect one added precinct, one renamed precinct, and one repealed precinct, which does not require a boundary change to the district; and

WHEREAS, Commissioner District No. Three needs to be amended to reflect 5 repealed precincts, which does not require a boundary change to the district; and

WHEREAS, Commissioner District No. Four needs to be amended to reflect one repealed precinct, which does not require a boundary change to the district; and

WHEREAS, a full board of commissioners will make the amendments to District No. Two, District No. Three, and District No. Four.

/

/

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THURSTON COUNTY as follows:

Section 1. Section 1.08.341 of the Thurston County Code is hereby amended to read as follows:

1.08.341 Kinwood West.

The Kinwood West election precinct includes the following areas: Beginning at the intersection of Carpenter Road SE and Martin Way E; thence southerly along the centerline of Carpenter Road to the city limits of Lacey; thence easterly, southerly, and easterly along said city limits to Kinwood Road SE; thence north along the centerline of said Kinwood Road to Martin Way E; thence westerly along the centerline of said Martin Way to Carpenter Road SE and the point of beginning.

Section 2. Section 1.08.342 of the Thurston County Code is hereby amended to read as follows:

1.08.342 Lacey number one.

The Lacey number one election precinct includes the following area: Beginning at the intersection of the centerlines of Interstate 5 and Woodland Creek in Section 9, Township 18 North, Range 1 West; thence southwesterly along the centerline of said interstate to College Street SE; thence southerly along the centerline of said College Street to the Woodland Trail; thence easterly along the centerline of said trail to Carpenter Road SE; thence northerly along the centerline of said Carpenter Road to the north shoreline of Lake Lois; thence northwesterly along said shoreline to said Woodland Creek; thence northerly along the centerline of said creek to the east-west centerline of Section 16 in said township and range; thence east along said centerline of said Section 16 and continuing east along the east-west centerline of Section 15, in said township and range, to said Carpenter Road; thence northerly along the centerline of said Carpenter Road to said Interstate 5; thence southwesterly along said interstate to the point of beginning.

Section 3. Section 1.08.370 of the Thurston County Code is hereby amended to read as follows:

1.08.370 Lacey number fifteen.

The Lacey number fifteen election precinct includes the following area: Beginning at the intersection of Carpenter Road SE and Shady Lane SE; thence westerly along the centerline of said Shady Lane SE to the west line of Section 22, Township 18 North, Range 1 West; thence north along said west line of Section 22 to the northwest corner of the southwest ¼ of the southwest ¼ of said Section 22; thence east approx three hundred sixty feet to a point south of the southeast corner of Lot 91 of Homewood Addition; thence north along the east line of Lots 91 through 79 and continuing north to Carpenter Road SE; thence northerly along the centerline of said Carpenter Road SE to Pacific Avenue SE; thence northeasterly along the centerline of

said Pacific Avenue S.E. to the eastern city limits of Lacey; thence southerly, easterly and westerly along said city limits of Lacey to Carpenter Road SE; thence southerly along the centerline of said Carpenter Road SE to Shady Lane SE and the point of beginning.

Section 4. Section 1.08.535 of the Thurston County Code is hereby amended to read as follows:

1.08.535 - Tumwater number three.

The Tumwater number three election precinct includes the following area: Beginning at the intersection of the centerline of 7th Avenue SW and the north line of Section 34, Township 18 North, Range 2 West; thence northerly along the centerline of said 7th Avenue to D Street SW extended westerly; thence easterly along said extension and D Street to Interstate 5; thence northerly along said interstate to Custer Way SE; thence easterly along the centerline of said Custer Way to the Deschutes River; thence southerly along the centerline of said Deschutes River to M Street SE extended easterly; thence westerly along said M Street extension, the centerline of M Street, and M Street extended westerly to 2nd Avenue S.W.; thence northerly along the centerline of said 2nd Avenue to Little Street SW; thence southwesterly along the centerline of said Little Street and Little Street extended westerly to Lake Park Drive SW; thence northeasterly along the centerline of said Lake Park Drive to Linwood Avenue SW; thence westerly along said Linwood Avenue to Sapp Road SW; thence northerly along said Sapp Road to Crosby Boulevard SW; thence easterly and northerly along the centerline of said Crosby Boulevard to the north line of said Section 34; thence east along the north line of said Section 34 to said 7th Avenue and the point of beginning.

Section 5. Section 1.08.565 of the Thurston County Code is hereby amended to read as follows:

1.08.565 Tumwater number nine.

The Tumwater number nine election precinct includes the following area: Beginning at the intersection of the Grand Coulee Olympia Power lines and Elm Street SE; thence easterly along said power lines to the western boundary of Parcel #12701230000; thence southerly along said western boundary and continuing southerly along the western boundary of Parcel #12701230201 and #12701230200 to the southern boundary of said Parcel #12701230200; thence easterly along said southern boundary to Henderson Boulevard SE; thence southerly along the centerline of said Henderson Boulevard to Old Highway 99 SE; thence northerly along the centerline of said Old Highway 99 and continuing northerly along the centerline of Capitol Boulevard S to Z Street SE; thence easterly along the centerline of said Z Street to Elm Street SE; thence northerly along the centerline of said Elm Street to the Grand Coulee Olympia Power lines and point of beginning.

Section 6. Section 1.08.567 of the Thurston County Code is hereby amended to read as follows:

1.08.567 - Tumwater number ten.

The Tumwater number ten election precinct includes the following area: Beginning at the intersection of the Grand Coulee Olympia power lines and Interstate 5 in Section 3, Township 17 North, Range 2 West; thence northerly along the centerline of said Interstate 5 to Trosper Road/54th Avenue SW; thence westerly along the centerline of said Trosper Road/54th Avenue to the west line of parcel No. 09080081000; thence northerly along said parcel line and continuing northerly along the west line of parcel No. 09080078001 to the east-west centerline of Section 34, Township 18 North, Range 2 West; thence easterly along said east-west centerline to Lake Park Drive SW; thence northeasterly along the centerline of said Lake Park Drive to Linwood Avenue SW; thence westerly along the centerline of said Linwood Avenue and Linwood Avenue SW extended to the east-west centerline of the north ½ of Section 33, Township 18 North, Range 2 West; thence west along said east-west centerline to the north-south centerline of said Section 33; thence south along said north-south centerline to the east-west centerline of said Section 33; thence easterly along said east-west centerline of Section 33 to the western boundary of the Beehive Industrial Park; thence southerly along the western boundary of said Beehive Industrial Park to the northern boundary of parcel No. 12833420300; thence westerly and southerly along the boundary of said parcel No. 12833420300 to the northern boundary of parcel No. 12833420401; thence westerly and southerly along the boundary of said parcel No. 12833420401 to Trosper Road/54th Avenue SW; thence easterly along the centerline of said Trosper Road/54th Avenue to the north-south centerline of the eastern ½ of said Section 33, Township 18 North, Range 2 West; thence south along said north-south centerline to the south line of said Section 33; thence east along said south line to the Grand Coulee Olympia power lines; thence southeasterly along said power lines to Interstate 5 and the point of beginning.

Section 7. Section 1.08.568 of the Thurston County Code is hereby amended to read as follows:

1.08.568 - Tumwater number eleven.

The Tumwater number eleven election precinct includes the following area: beginning at the intersection of the Grand Coulee Olympia power lines and the centerline of Interstate 5 in Section 3, Township 17 North, Range 2 West; thence northwesterly along said power lines to the north line of Section 4, Township 17 North, Range 2 West; thence west along said north line of Section 4 to Kirsop Road SW; thence westerly and southerly along the centerline of said Kirsop Road to 66th Avenue SW; thence easterly along the centerline of said 66th Avenue SW to Shalom Drive SW, thence southerly along the centerline of said Shalom Drive to 70th Avenue SW; thence easterly along the centerline of said 70th Avenue to Littlerock Road SW; thence southwesterly along the centerline of said Littlerock Road SW to 73rd Avenue SW; thence easterly along the centerline of said 73rd Avenue to the city limits of Tumwater; thence southerly, easterly, and westerly along said city limits to Interstate 5, thence northerly along the centerline of said Interstate 5 to the Grand Coulee Olympia power lines and the point of beginning.

Section 8. Section 1.08.569 of the Thurston County Code is hereby amended to read as follows:

1.08.569 Tumwater number twelve.

The Tumwater number twelve election precinct includes the following area: Beginning at the intersection of North Street SE and Hoadly Street SE; thence south along the centerline of said Hoadly Street to South Street SE; thence west along the centerline of said South Street SE and continuing west along South Street SE extended to the Deschutes River; thence southeasterly along said Deschutes River to a point that intersects with the centerline of Brech Street SE extended south; thence north along said extended centerline and continuing north along the centerline of Brech Street SE to Hartman Street SE; thence east along the centerline of Hartman Street SE and Hartman Street SE extended to Yelm Highway SE; thence easterly along the centerline of said Yelm Highway SE to the east city limits of Tumwater located in Section 35, Township 18 North, Range 2 West; thence northerly along said city limits of Tumwater to North Street SE; thence west along the centerline of said North Street to Hoadly Street SE and the point of beginning.

Section 9. Section 1.08.572 of the Thurston County Code is hereby amended to read as follows:

1.08.572 - Tumwater number fifteen.

The Tumwater number fifteen election precinct includes the following area: Beginning at the centerline of Somerset Hill Drive SW and Percival Creek; thence southerly along said Percival Creek to the north line of Section 33, Township 18 North, Range 2 West; thence west along said north line to the north-south centerline of said Section 33; thence south along said north-south line to the east-west centerline of the north ½ of said Section 33; thence east along said east-west centerline and continuing east along the east-west centerline of the north ½ of Section 34 of said township and range to Sapp Road SW; thence northerly along said Sapp Road to Crosby Boulevard SW; thence easterly and northerly along the centerline of said Crosby Boulevard to Irving Street SW; thence easterly along the centerline of said Irving Street to 12th Avenue SW; thence northerly along the extended centerline of said 12th Avenue to the north line of Section 27, Township 18 North, Range 2 West said point being the north city limit of Tumwater; thence westerly and southerly along said city limit to Percival Creek; thence southerly along said Percival Creek to Somerset Hill Drive SW and the point of beginning.

Section 10. Section 1.08.637 of the Thurston County Code is hereby amended to read as follows:

1.08.637 - Lacey number thirty-three.

The Lacey number thirty-three election precinct includes the following area: Beginning at the intersection of the north shoreline of Lake Lois and the city limits of Lacey in Section 15, Township 18 North, Range 1 West; thence northwesterly along said shoreline to Woodland Creek; then northerly along the centerline of said creek to the east-west centerline of Section 16 in said township and range; thence east along said centerline of said Section 16 and continuing the same

east-west centerline through said Section 15 to the east city limits of Lacey; thence easterly to Kinwood Road SE; thence southerly along the centerline of said Kinwood Road to Pacific Avenue SE; thence westerly along the centerline of said Pacific Avenue to Carpenter Road SE; thence northerly along the centerline of said Carpenter Road to the north shoreline of Lake Lois and the point of beginning.

Section 11. Section 1.08.1020 of the Thurston County Code is hereby amended to read as follows:

1.08.1020 - Evergreen Ballroom South.

The Evergreen Ballroom South election precinct includes the following area: Beginning at the intersection of Marvin Road SE and Pacific Highway SE; thence southerly along the centerline of said Marvin Road SE and Marvin Road SE extended south to the Burlington Northern Railroad; thence easterly along the centerline of said railroad to the Little McAllister Creek; thence easterly along said creek to Pacific Highway SE; thence westerly along centerline of said Pacific Highway SE to Marvin Road SE and the point of beginning.

Section 12. Section 1.08.1120 of the Thurston County Code is hereby amended to read as follows:

1.08.1120 Lacey number forty-two.

The Lacey number forty-two election precinct includes the following area: Beginning at the intersection of Carpenter Road N.E. and the southern right-of-way of Interstate 5; thence southerly along the centerline of said Carpenter Road N.E. to the south line of Section 10, Township 18 North, Range 1 West; thence easterly, northeasterly and southeasterly following the corporate city limits of Lacey to Martin Way E.; thence easterly along the centerline of said Martin Way E to the east city limits of Lacey; ; thence northerly and easterly along the corporate city limits of lacey to centerline of Interstate 5 on the east line of Section 11, Township 18 North, Range 1 West; thence westerly along the centerline of said Interstate 5 to Marvin Road N.E.; thence northerly along the centerline of said Marvin Road N.E. to Britton Parkway N.E.; thence westerly along the centerline of said Britton Parkway N.E. to Draham Street N.E.; thence southwesterly along the centerline of said Draham Street N.E. to Woodland Creek; thence southerly along the centerline of said Woodland Creek to Interstate 5; thence easterly along the southern right-of-way of said Interstate 5 to Carpenter Road N.E. and the point of beginning.

Section 13. Section 1.08.1340 of the Thurston County Code is hereby amended to read as follows:

1.08.1340 Tumwater number thirty-one.

The Tumwater number thirty-one election precinct includes the following area: Beginning at the intersection of Henderson Boulevard SE and 73rd Avenue SE, thence easterly along the centerline of said 73rd Avenue and continuing along 73rd Avenue SE extended to the Deschutes river; thence northerly along the centerline of said Deschutes river to the north-south centerline of Section 1, Township 17 North, Range 2 West; thence north along said centerline and

continuing north along the north-south centerline of Section 36, Township 18 North, Range 2 West, to the Union Pacific railroad; thence westerly along the centerline of said railroad to Henderson Boulevard SE; thence southerly along the centerline of said Henderson Boulevard SE to 73rd Avenue SE and the point of beginning.

Section 14. Section 1.08.260 of the Thurston County Code is hereby repealed. (Bush Prairie)

Section 15. Section 1.08.476 of the Thurston County Code is hereby repealed. (Simmons 3)

Section 16. Section 1.08.477 of the Thurston County Code is hereby repealed. (Simmons 4)

Section 17. Section 1.08.524 of the Thurston County Code is hereby repealed. (Glenwood/Trosper Lake)

Section 18. Section 1.08.950 of the Thurston County Code is hereby repealed. (Quince)

Section 19. Section 1.08.1320 of the Thurston County Code is hereby repealed. (Tumwater 29)

Section 20. Section 1.08.1381 of the Thurston County Code is hereby repealed. (Lacey 52)

Section 21. There is hereby added to Chapter 1.08 Thurston County Code a new section to read as follow:

Evergreen Ballroom North.

The Evergreen Ballroom North election precinct includes the following area: Beginning at the intersection of Pacific Highway SE and the Madrona Park Division 1 western boundary; thence northerly along said Division 1 western boundary to the south line of Section 13, Township 18 North, Range 1 West; thence east along said south line of Section 13 to the north-south centerline of the western ½ of said Section 13; thence north along said western ½ centerline to the north line of the south ½ of the south ½ of said Section 13; thence west along said north line and continuing west along the north line of the south ½ of the south ½ of Section 14 of said township and range to Marvin Road SE; thence southerly along the centerline of said Marvin Road SE to Pacific Highway SE; thence easterly along the centerline of said Pacific Highway SE to the Madrona Park Division 1 western boundary and the point of beginning.

Section 22. This ordinance shall take effect immediately upon adoption.

ADOPTED: _____.

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:
JON TUNHEIM
PROSECUTING ATTORNEY

BY: *Elizabeth Petrich*
Elizabeth Petrich
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Chairman

Commissioner

Commissioner

Ordinance No. _____

An ORDINANCE amending Sections 1.12.020, 1.12.030, and 1.12.040 of the Thurston County Code to repeal, add, and/or rename election precincts within the respective boundaries of Commissioner District No. Two, Commissioner District No. Three, and Commissioner District No. Four as a result of city annexations and precinct maintenance.

WHEREAS, Thurston County currently has 292 voting precincts; and

WHEREAS, in accordance with RCW 29A.16.040, precinct boundaries may be altered at any time as long as sufficient time exists prior to a given election; and that no precinct exceeds 1,500 active registered voters; and

WHEREAS, precinct boundaries may be altered when a city or town annexes unincorporated territory to the city or town; and

WHEREAS, thirteen precinct boundary modifications are necessary due to the number of active voters nearing 1,500 in a given precinct, and recent annexations; and

WHEREAS, precinct boundary adjustments are necessary for the following precincts: Kinwood West, Lacey 1, Lacey 15, Tumwater 3, Tumwater 9, Tumwater 10, Tumwater 11, Tumwater 12, Tumwater 15, Lacey 33, Evergreen Ballroom, Lacey 42, and Tumwater 31; and

WHEREAS, these adjustments have resulted in seven repealed precincts: Bush Prairie, Simmons 3, Simmons 4, Glenwood/Trosper Lake, Quince, Tumwater 29, and Lacey 52; and

WHEREAS, these adjustments have resulted in one new precinct: Evergreen Ballroom North; and

WHEREAS, Commissioner District No. Two needs to be amended to reflect one added precinct, one renamed precinct, and one repealed precinct, which does not require a boundary change to the district; and

WHEREAS, Commissioner District No. Three needs to be amended to reflect 5 repealed precincts, which does not require a boundary change to the district; and

WHEREAS, Commissioner District No. Four needs to be amended to reflect one repealed precinct, which does not require a boundary change to the district; and

WHEREAS, a full board of commissioners will make the amendments to District No. Two, District No. Three, and District No. Four.

/

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THURSTON COUNTY as follows:

Section 1. Section 1.12.020 of the Thurston County Code is hereby amended to read as follows:

1.12.020 - County commissioner District No. Two.

County commissioner District No. Two shall be comprised of that area included within the boundaries of the following named precincts as described in Chapter 1.08 of this code: Lacey number twenty-four, Lacey number forty-two, Lacey number forty-three, Lacey number forty-six, Lacey number forty-eight, Lacey number fifty-one, Lacey number fifty-four, Lacey number fifty-five, Bald Hills, Beach Crest, Berry Valley, Clear Lake North, Clear Lake South, Cougar Mountain, Deerbrush, Deschutes, Eaton Creek North, Eaton Creek South, Evergreen Ballroom North, Evergreen Ballroom South, Four Corners North, Four Corners South, Fristoe, Hawk Acres, Lackamas, Lawrence Lake, Longmire, Luhr Beach, McAllister Creek, Meadows, Medicine Creek, Military, Morris, Mushroom Corner, Nisqually, Pines, Pleasant Hill, Skokomish, Smith Prairie, St. Clair, Summerset, Tolmie, Yelm number one, Yelm number two, Yelm number three, Yelm number four, Yelm number five.

Section 2. Section 1.12.030 of the Thurston County Code is hereby amended to read as follows:

1.12.030 - County commissioner District No. Three.

County commissioner District No. Three shall be comprised of that area included within the boundaries of the following named election precincts as described in Chapter 1.08 of this code: Olympia number one, Olympia number two, Olympia number three, Olympia number six, Olympia number seven, Olympia number twelve, Olympia number thirteen, Olympia number sixteen, Olympia number nineteen, Olympia number twenty-four, Olympia number twenty-five, Olympia number twenty-six, Olympia number twenty-seven, Olympia number twenty-eight, Olympia number twenty-nine, Olympia number thirty-seven, Olympia number forty-two, Olympia number forty-three, Olympia number forty-four, Olympia number fifty-four, Olympia number fifty-six, Olympia number sixty, Olympia number sixty-one, Tumwater number one, Tumwater number two, Tumwater number three, Tumwater number four, Tumwater number six, Tumwater number seven, Tumwater number eight, Tumwater number ten, Tumwater number eleven, Tumwater number twelve, Tumwater number thirteen, Tumwater number fourteen, Tumwater number fifteen, Tumwater number twenty-four, Tumwater number twenty-seven, Broadway, Butler Cove, College, Cooper Point, French, Frye Cove, Gallagher Cove, Griffin, Hunter Point, Kaiser, Lakeside, McLane, Mud Bay, Oyster Bay, Plainview, Schneider's Prairie, Steamboat Island, Summit Lake, Sunset Beach, Tykle Cove.

Section 3. Section 1.12.040 of the Thurston County Code is hereby amended to read as follows:

1.12.040 - County commissioner District No. Four.

County commissioner District No. Four shall be comprised of that area included within the boundaries of the following named election precincts as described in Chapter 1.08 of this code: Tumwater number five, Tumwater number nine, Tumwater number twenty-eight, Tumwater number thirty, Tumwater number thirty-one, Tumwater number thirty-two, Tumwater number thirty-three, Alpine, Beaver Creek, Black Lake, Black River, Bucoda, Camelot, Chambers, Delphi, East Olympia, Evergreen Shores, Gibson Valley, Grand Mound East, Grand Mound West, Greenridge, Henness North, Henness South, James, Littlerock, McIntosh, Michigan Hill, Plumb, Prine, Rainier number one, Rainier number two, Rich, Rochester number one, Rochester number two, Rochester number three, Rochester number four, Rochester number five, Rocky Prairie, Ruth Prairie, Salmon Creek, Scatter Creek, Scheller, Scott Lake North, Scott Lake South, Skookumchuck, South Union, Spurgeon Creek, Stedman, Sunwood Lakes, Tenino number one, Tenino number two, Tilley, Vail, Violet Prairie North, Violet Prairie South, Waddell Creek, Weir Prairie, Zenkner Valley.

Section 4. This ordinance shall take effect immediately upon adoption.

ADOPTED: _____.

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

ATTEST:

Clerk of the Board

Chairman

APPROVED AS TO FORM:
JON TUNHEIM
PROSECUTING ATTORNEY

Commissioner

Commissioner

BY: Elizabeth Petrich
Elizabeth Petrich
Deputy Prosecuting Attorney



Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date:

Date Created: 2/6/2023

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:

Public Hearing 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.pdf
PDF File
238 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 close public hearing.

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:

This public hearing is to accept comment on proposed amendments to the Thurston County Code related to Agricultural Activities - Critical Areas. Following the public hearing the BoCC will have the option to take a final action after considering public testimony. Alternatively, the BoCC may request a

follow-up work session prior to taking 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.

Noticing for this Public Hearing

- The Community Planning website was updated prior to legal noticing.
- A legal notice in the Olympian was issued on February 2.
- A webmail was sent to the Community Planning e-mail list on February 5.
- A press release was issued February 21.

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.

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: 2/7/2023

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 _____ 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~~