



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 6, 2026

6:00 PM

**Council Chambers, Online and
Via Phone**

Register to

Attend: https://us02web.zoom.us/webinar/register/WN_2F7L1hDKQjizMY-sn7qtCg

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A 26-0011 Special Recognition - Swearing-In Ceremony of Newly Elected City Councilmembers

3. PUBLIC COMMENT

(Estimated Time: 0-30 Minutes) (Sign-up Sheets are provided in the Foyer.)

During this portion of the meeting, community members may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these two areas: (1) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (2) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to two (2) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A 26-0021 Approval of December 16, 2025 Olympia City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [26-0019](#) Approval of Recommended Updates to the City Council Guidebook
Attachments: [Revisions to the City Council Guidebook \(tracked changes\)](#)
[Council Guidebook Update Summary](#)

4.C [25-1031](#) Approval of a Resolution Authorizing the Renewal and Extension of a Lease Agreement with Great India Cuisine, Inc. for of City Owned Property Located at 116 4th Avenue West
Attachments: [Resolution](#)
[Agreement](#)

4.D [26-0003](#) Approval of a Resolution Authorizing an Agreement with Thurston County for Paramedic Services
Attachments: [Resolution](#)
[Agreement](#)

4. SECOND READINGS (Ordinances)

4.E [25-1052](#) Approval of an Ordinance Amending Olympia Municipal Code 5.82 to Address Tenant Screening Practices
Attachments: [Ordinance](#)
[Presentation](#)

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A [26-0022](#) Approval of the 2026 City Council Retreat Agenda
Attachments: [Draft 2026 Retreat Agenda](#)

6.B [26-0031](#) Elect a City Councilmember to Serve as Mayor Pro Tem

7. CONTINUED PUBLIC COMMENT

(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.A [25-1045](#) Consider a Referral Regarding Speed Enforcement Cameras
Attachments: [Referral](#)
[Speed Safety Camera Readiness Guide](#)

8.B [26-0020](#) Consider a Referral Regarding an Olympia Food System Plan

Attachments: [Referral](#)
[Comprehensive Plan Goal PL29.16](#)

9. CITY MANAGER'S REPORT AND REFERRALS**10. ADJOURNMENT**

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Special Recognition - Swearing-In Ceremony of Newly Elected City Councilmembers

Agenda Date: 1/6/2026
Agenda Item Number: 2.A
File Number: 26-0011

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Swearing-In Ceremony of Newly Elected City Councilmembers

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Conduct a swearing-in ceremony of newly elected City Councilmembers.

Report

Issue:

Whether to whether to conduct a swearing-in ceremony of newly elected City Councilmembers.

Staff Contact:

Melissa McKee, Assistant to City Council City Manager's Office, 360.753.8443

Presenter(s):

Clark Gilman, City Councilmember Position 4

Kelly Green, City Councilmember Position 5

Robert Vanderpool, City Councilmember Position 6

Paul Berendt, City Councilmember Position 7

Background and Analysis:

Councilmembers Kelly Green, Paul Berendt, Clark Gilman, and Robert Vanderpool were elected as Olympia City Councilmembers on November 4, 2025, and are to be ceremonially sworn in at the first Olympia City Council Meeting of 2026. All newly elected Councilmembers were officially sworn in by Thurston County Auditor Mary Hall on November 25, 2025.

Attachments:

None



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Olympia, WA 98501
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City Council

Approval of December 16, 2025 Olympia City Council Meeting Minutes

Agenda Date: 1/6/2026
Agenda Item Number: 4.A
File Number: 26-0021

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of December 16, 2025 Olympia City Council Meeting Minutes



Meeting Minutes

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, December 16, 2025

6:00 PM

**Council Chambers, Online and Via
Phone**

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_VlNg4xH1TBuhM6tN9hDGpQ

1. ROLL CALL

Present: 7 - Mayor Dontae Payne, Mayor Pro Tem Yên Huỳnh, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Kelly Green, Councilmember Dani Madrone and Councilmember Robert Vanderpool

1.A ANNOUNCEMENTS

Mayor Payne announced this would be the last business meeting of the year.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A 25-1066 Recognition of Outgoing Councilmember Jim Cooper

Councilmembers read a proclamation recognizing Councilmember Jim Cooper. Councilmembers, Public Works Director Mark Russell, and Parks, Arts, and Recreation Director Sylvana Niehuser presented gifts to Councilmember Cooper.

Councilmembers, City Manager Jay Burney, State Representative Lisa Parshley, Steve Hall, Jeff Johnston, Paul Simmons, Doug Mah, Bob Jacobs and Renata Rollins shared words of appreciation regarding Councilmember Cooper's service.

Councilmember Cooper shared some words about his service.

Mayor Payne recessed the meeting for 30 minutes.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Mark Kitabayashi, Heather Spradun, and Judy Bardin.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)**4. CONSENT CALENDAR**

4.A [25-1063](#) Approval of December 9, 2025 Olympia City Council Meeting Minutes

The minutes were adopted.

4.B [25-1060](#) Approval of Bills (September 11, 2025 - December 3, 2025) and Payroll (October 15, 2025 - October 30, 2025) Certification

Payroll periods October 15, 2025 through November 30, 2025: Direct Deposit transmissions Total: \$2,370,072.67; Claim expenditures September 11, 2025 through December 3, 2025: Total: \$33,048,351.06.

The decision was adopted.

4.C [25-1048](#) Approval of a Resolution Authorizing the Purchase of Playground Equipment for Yelm Highway Community Park through the Sourcewell Cooperative Purchasing Contract

The resolution was adopted.

4.D [25-1053](#) Approval of a Resolution Authorizing an Agreement with the Washington Traffic Safety Commission for a Target Zero Grant

The resolution was adopted.

4.E [25-1051](#) Approval of a Resolution Authorizing a Lease Agreement Renewal with Senior Services for South Sound for Space at The Olympia Center

The resolution was adopted.

4.F [25-1067](#) Approval of a Resolution Authorizing a Contract with Gordon Truck Centers, Inc., Doing Business as Freightliner Northwest for the Purchase of Two Step Vans

The resolution was adopted.

4. SECOND READINGS (Ordinances)

4.G [25-0887](#) Approval of an Ordinance Adopting Olympia 2045 Comprehensive Plan and Associated Development Regulation Updates

The ordinance was adopted on second reading.

4.H [25-1007](#) Approval of an Ordinance Amending Ordinance 7438 (Fourth Quarter Budget Amendment)

The ordinance was adopted on second reading.

4.I [25-1015](#) Approval of an Ordinance Relating to Permit Fees

The ordinance was adopted on second reading.

4.J [25-1016](#) Approval of an Ordinance relating to Impact Fees

The ordinance was adopted on second reading.

4.K [25-1027](#) Approval of an Ordinance Relating to Utility Rates, Fees, and Charges

The ordinance was adopted on second reading.

4.L [25-1028](#) Approval of an Ordinance Amending Olympia Municipal Code 3.16 Relating to Alternative Public Works Contracting Procedures

The ordinance was adopted on second reading.

4.M [25-1035](#) Approval of an Ordinance Amending Olympia Municipal Code Chapters 10.16, 10.20 and 4.60. Relating to Parking

The ordinance was adopted on second reading.

4.N [25-1037](#) Approval of an Ordinance Adopting the 2026 Operating, Special Funds, Capital Budget and Capital Facilities Plan: 2026-2031 Financial Plan

The ordinance was adopted on second reading.

Approval of the Consent Agenda

Councilmember Green moved, seconded by Councilmember Madrone, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 7 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Cooper, Councilmember Gilman, Councilmember Green, Councilmember Madrone and Councilmember Vanderpool

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING

5.A [25-1055](#) Public Hearing to Consider an Ordinance Amending Olympia Municipal Code Related to the 2026 Parking Business Improvement Area Rates - First and Final Reading

Economic Development Director Jennica Machado presented an overview of proposed amendments to Olympia Municipal Code related to the 2026 Parking Business Improvement Area (PBIA) rate. She shared that In 2024, the PBIA Advisory Board

determined that a comprehensive program evaluation was needed and initiated the process in 2025, with completion anticipated in February 2026.

Ms. Machado noted that to support evaluation and implementation of potential changes, the Advisory Board reached consensus to set the PBIA assessment rate at \$0 for 2026, allowing a transition year without assessments. Pursuant to RCW 35.87A.140, changes to the PBIA assessment rate require City Council approval.

The proposed ordinance would set the PBIA assessment rate to \$0 for 2026 and would take effect January 1, 2026.

Councilmembers asked clarifying questions.

Mayor Payne opened the public hearing at 8:07 p.m. No one spoke. The hearing was closed at 8:08 p.m.

Mayor Pro Tem Huỳnh moved, seconded by Councilmember Cooper, to approve on first and final reading, an ordinance amending Olympia Municipal Code to set the 2026 Parking Business Improvement Area, or PBIA, assessment rate at \$0.. The motion carried by the following vote:

Aye: 7 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Cooper, Councilmember Gilman, Councilmember Green, Councilmember Madrone and Councilmember Vanderpool

6. OTHER BUSINESS

6.A 25-1052 Approval of an Ordinance Amending Olympia Municipal Code 5.82 to Address Tenant Screening Practices

Senior Housing Program Specialist Christa Lenssen shared an overview of the proposed Ordinance addressing tenant screening practices. She noted this update would limit income-to-rent requirements to no more than 2.5 times monthly rent, regulate use of Social Security numbers by allowing alternative documentation, and apply existing enforcement mechanisms.

Councilmembers asked clarifying questions.

Councilmember Cooper moved, seconded by Councilmember Madrone, to approve on first reading, and forward to second reading, an ordinance amending Olympia Municipal Code 5.82 addressing tenant screening practices., to the City Council, due back on 1/6/2026. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone and Councilmember Vanderpool

Nay: 1 - Councilmember Green

6.B [25-1064](#) 2025 Year End Highlights

Assistant City Manager Stacey Ray presented a video highlighting the work of the City during 2025.

The information was received.

7. CONTINUED PUBLIC COMMENT - None

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Jay Burney shared his gratitude to staff and the City Council for their work.

10. ADJOURNMENT

The meeting adjourned at 9:08 p.m.



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601 4th Avenue E.
Olympia, WA 98501
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City Council

Approval of Recommended Updates to the City Council Guidebook

Agenda Date: 1/6/2026
Agenda Item Number: 4.B
File Number: 26-0019

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of Recommended Updates to the City Council Guidebook

Recommended Action

Committee Recommendation:

At their December 4, 2025, meeting, the Committee of the Chairs approved the recommended updates to the City Council Guidebook and to forward to the City Council for approval.

City Manager Recommendation:

Move to approve recommended updates to the City Council Guidebook.

Report

Issue:

Whether to approve recommended updates to the City Council Guidebook.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8441

Presenters:

Susan Grisham, Assistant to the City Manager

Background and Analysis:

The City Council Guidebook's primary purpose is to serve as a reference guide for Councilmembers. It also contains useful information on common practices and policies as it relates to the City of Olympia.

On December 5, 2024, the City Council approved updates to the City Council Guidebook. There are several new updates that presented themselves in 2025. Over the past year, the City began the process of transitioning court services to Thurston County and an Assistant to the City Council position was created. These two items necessitate updates to the guidebook.

Climate Analysis:

The City Council Guidebook is not expected to have an impact on greenhouse gas emissions.

Equity Analysis:

The City Council Guidebook includes the following statement: The Olympia City Council is committed to making Olympia a safe and equitable place for all. We cannot make meaningful progress unless we include those most impacted by institutional and structural racism in decision making.

As leaders in our community, it is our responsibility to champion and defend policies and practices that reduce inequities and provide the transparency and accountability that earns trust.

Neighborhood/Community Interests (if known):

Neighborhoods or other communities were not involved in the update of the City Council Guidebook.

Financial Impact:

No financial impact.

Options:

1. Move to approve recommended updates to the 2025 City Council Guidebook.
2. Move to approve updates to the 2025 City Council Guidebook with amendments.
3. Do not approve the recommended updates to the 2025 City Council Guidebook and schedule for future discussion.

Attachments:

Revisions to the City Council Guidebook (tracked changes)

Council Guidebook Update Summary



Council Guidebook

City of Olympia



Revision: December 10, 2024

23-05-007

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Foreword

Congratulations and welcome to the Olympia City Council! You have offered your time, engagement, and expertise to the community of Olympia, which is a tremendous service. The work ahead of you is complex and challenging. You will make decisions that impact both the current population and future generations. Thank you for stepping up to this challenge!

The City of Olympia honors and acknowledges the indigenous people who have stewarded this land since time immemorial and who still inhabit the area today, the Steh-Chass Band of Indigenous people of the Squaxin Island Tribe.

The Olympia City Council is committed to making Olympia a safe and equitable place for all. We cannot make meaningful progress unless we include those most impacted by institutional and structural racism in decision making.

As leaders in our community, it is our responsibility to champion and defend policies and practices that reduce inequities and provide the transparency and accountability that earns trust.

Our road ahead is long, but we wholeheartedly embrace the work to eliminate racism and create a just and equitable Olympia for all people.

Oath of Office

I, _____ do solemnly swear that I will support the Constitution of the United States and the Constitution and Laws of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of

City of Olympia

City Council

Position No. _____

according to law, to the best of my ability.

X _____

[Signature of Councilmember]

Subscribed and sworn to before me
this _____ day of _____, 20____.

[Olympia City Clerk]

Chapter 1

Introduction and Overview

While serving as a public official, you will become involved with many issues. This Guidebook serves as a reference for information on common practices related to local government and your role as a member of the Olympia City Council. Several formal policies that impact the City Council are included in the Appendices; however, it is not possible for this to incorporate all material and information necessary for undertaking Council business. Many other laws, plans, and documents exist which bind the City Council to certain courses of action and practices.

This Guidebook should not be used as a substitute for the counsel, guidance, or opinion of the City Attorney.

1.01 Orientation of New Members

As a City Councilmember, you not only establish important and often critical policies for the community, but you are also an elected official of a municipal corporation with a significant annual budget that must be balanced each year to perform the services offered by city government. The scope of services and issues addressed by the city organization go well beyond those frequently reported in the newspaper or discussed at City Council meetings.

It is important for members of the City Council to gain an understanding of the full range of services and programs provided by the City. As new councilmembers join the City Council, the City Manager will host an orientation that provides an opportunity for new councilmembers to learn key processes, tour municipal facilities, and meet with key staff within the first quarter of taking office. At any time, if there are buildings, services, or programs that you want to learn more about, arrangements will be made to offer that opportunity.

Another valuable opportunity is offered by The Association of Washington Cities who sponsors an orientation for newly elected officials.

1.02 An Overview of City of Olympia Form of Government

A. Council-Manager Form of Government

Olympia is a non-charter Code City that has operated under the Council-Manager form of government since 1982. As described in the Olympia Municipal Code (OMC 2.04 and 2.08) and Revised Code of Washington ([RCW 35A.13](#)), certain responsibilities are vested in the City Council and the City Manager.

According to the International City/County Management Association (ICMA), “under the council-manager form, power is concentrated in the elected council, which hires a professional administrator to implement its policies. This appointee ... has responsibility

for preparing the budget, directing day-to-day operations, hiring, and firing personnel, and serving as the council's chief policy advisor." The City Council's role is that of a legislative policy-making body which determines not only the local laws that regulate community life, but also determines what public policy is and gives direction to the City Manager to administer the affairs of the city government in a businesslike and prudent manner.

1.03 Overview of Basic City Documents

This Guidebook provides a summary of important aspects of City Council activities. However, it cannot incorporate all material and information necessary for undertaking the business of the City Council. The following is a summary of some of the most notable documents that establish City Council direction.

A. Vision/Mission Statement & Annual Work Plan:

Every year the city evaluates their performance against the comprehensive plan focus areas and engages with the community to ensure they're making progress on the community's priorities. This informs the [annual work plan](#) and where resources are invested.

B. Revised Code of Washington

Cities in Washington derive their general powers from the State Constitution. State laws contain many requirements for the operation of city government and the conduct of City Council business. Olympia is an "optional code city" which means it operates under the general laws of the state and the [Optional Municipal Code](#) in RCW Title 35A. As an optional code city of the State of Washington, Olympia is vested with all the powers of incorporated cities as set forth in the Revised Code of Washington (RCW), Constitution of the State of Washington, and Olympia Municipal Code.

C. Olympia Municipal Code

The [Olympia Municipal Code \(OMC\)](#) contains local laws and regulations adopted by City Council ordinance. Title 2 of the OMC addresses the role of the City Council, describes the organization of City Council meetings, responsibilities and appointment of certain city staff positions, advisory boards, committees, and commissions.

In addition to these administrative matters, the OMC contains a variety of laws including, but not limited to, zoning standards, health and safety issues, traffic regulations, building standards, and revenue and finance issues.

D. City Policies

The [City Policies](#) are personnel policies approved by the City Manager for City of Olympia employee status, conduct, benefits, personnel actions and remedies. The City Council at prior annual retreats has indicated that the City Policies also apply to the City Council, as appropriate. The City Policies applicable to the City Council are included in Appendix A of this document.

E. Comprehensive Plan

A comprehensive plan is required by the State of Washington Growth Management Act (GMA), which was adopted in 1994. [The Comprehensive Plan](#) is a blueprint for how the City intends to accommodate its share of growth and still be a great place to live. It is reviewed on an ongoing basis, but may only be revised once a year, except as provided by State law.

F. Capital Facilities Plan and 6-year Financial Plan

The [Capital Facilities Plan](#) (CFP) is a chapter of the Comprehensive Plan and identifies which capital facilities are necessary to support development/growth at adopted levels of service standards for the existing and projected population growth in the City and Urban Growth Area. The CFP is a 6-year Financial Plan is a multi-year plan of capital projects with projected beginning and completion dates, estimated costs, and proposed methods of financing.

G. Annual Operating Budget

The [annual operating budget](#) is the primary tool and road map for accomplishing the goals of the City. The budget document is the result of one of the most important processes the City undertakes. By adopting the annual budget each December, the City Council makes policy decisions, sets priorities, allocates resources, and provides the framework for government operations. For more information on the operating and capital budget, refer to Chapter 8.

H. Annual Comprehensive Financial Report

The [annual financial report](#) includes the financial statements of the City for a calendar year. It includes the financial condition of the City as reflected in the balance sheet, the results of operations as reflected in income statements, an analysis of the uses of City funds, and related footnotes. The annual financial report includes statements for the various groups of funds and a consolidated group of statements for the City as a whole.

Chapter 2

Olympia City Council – General Powers and Responsibilities

Introduction

The powers of the City Council are to be used for the good of the community and its residents; to provide for the health, safety, and general welfare of the community. The City Council is the policy making and law-making body of the City. State law and local ordinances grant the powers and responsibilities of the Council.

It is important to note that the Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor has some additional ceremonial and presiding officer responsibilities as described below, when it comes to establishing policies, voting, and in other significant areas, all members are equal. Policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. Councilmembers should respect adopted Council policy. In turn, it is the City Manager's responsibility to ensure the policies of the Council are enacted.

Actions of staff to pursue the policy direction established by a majority of Council do not reflect any bias against Councilmembers who held a minority opinion on an issue.

2.01 City Council Generally

A. Council Non-Participation in Administration

The City Council is the legislative branch of Olympia City Government, and the City Manager and their staff is the executive/administrative branch. In order to uphold the integrity of the council-manager form of government, and to provide proper checks and balances, members of the City Council refrain from becoming directly involved in the administrative activities of the City. [RCW 35A.13.120](#) specifically prohibits interference by Councilmembers in the city's administrative service, including the hiring, firing, and work of city staff, except for the City Manager.

2.02 The Role of Councilmembers

Members of the Olympia City Council are collectively responsible for: establishing policy, adopting an annual budget, providing vision and goals, and hiring and supervising the City Manager, Police Auditor, and Hearing Examiner. The following outline is a brief description of the various duties of Councilmembers. The description is not intended to be comprehensive, but rather it is an effort to summarize the primary responsibilities of the Council.

A. Summary of Council Duties and Responsibilities

Deleted: <#>Council Non-Participation in Judicial Matters¶

The City has a separately elected Judge for the [Olympia Municipal Court](#). The City Manager, staff and Council may not interfere with judicial processes or decisions. Furthermore, the City Council has no policy direction over judicial matters.¶

Page Break

For more information, refer to the Washington Administrative Code and Revised Code of Washington.

1. Establish Policy

- Adopt goals and objectives
- Establish priorities for public services
- Approve/amend the operating and capital budgets
- Approve contracts over \$350,000
- Adopt resolutions

2. Enact Local Laws

- Adopt ordinances

3. Supervise Appointed Officials

- Appoint City Manager, Civilian Police Auditor, and Hearings Examiner
- Evaluate performance of City Manager, Civilian Police Auditor, and Hearings Examiner
- Evaluate Performance of Civilian Police Auditor
- Establish advisory boards, committees, and commissions
- Make appointments to advisory bodies
- Provide direction to advisory bodies

4. Provide Public Leadership

- Relate wishes of constituents to promote representative governance
- Mediate conflicting interests while building a consensus
- Call special elections as necessary
- Communicate the City's vision and goals to constituents
- Represent the City's interest at regional, county, state, and federal levels

5. Decision-Making

- Study problems
- Review alternatives
- Determine best course of public policy

6. Ethical Issues

As an elected official, you are subject to public scrutiny because the public subjects you to higher standards. Following is some of the more common areas that get attention and can result in public criticism.

Travel and conferences. Submitting inflated or false travel expenses. This includes using agency funds for personal trips or vacations.

Use of letterhead. Using official letterhead to endorse another political candidate or to achieve a personal or business gain.

Use of agency vehicles. Using an agency vehicle for personal trips, vacations, or political campaign activities.

Phones, fax, and computers. Using official equipment for personal purposes.

Agency staff. Using agency staff and resources for personal services or political campaigning.

Confidentiality. Divulging privileged personnel, legal, or executive session information.

Sexual harassment. Telling inappropriate jokes at meetings, making improper comments, or touching staff.

B. Appointment of Personnel

The City Council is responsible for appointing three positions within the city organization: the City Manager, Hearings Examiner, and Police Auditor. City Council contracts for Hearings Examiner and Police Auditor services; however, the City Manager is a full-time employee of the City of Olympia.

1. City Manager

The City Manager serves the Council and is responsible for all personnel within the city organization, including the City Attorney.

The City Council shall meet annually in January with the City Manager to review performance and establish priority expectations for the coming year. The City Council shall also meet mid-year with the City Manager to review performance. The meetings shall be held in Executive Session scheduled according to the Council's Agenda Scheduling procedures.

2. Hearings Examiner

The Hearing Examiner is responsible for hearing appeals of administrative decisions rendered by the City's employees and for reviewing certain development review applications as required by the Unified Land Development Code. The Hearing Examiner is an independent contractor appointed by the City Council to hear such cases and render decisions in a quasi-judicial manner based on the facts, rules, regulations, ordinances, and state law.

3. Civilian Police Auditor

The Civilian Police Auditor audits misconduct complaints and reportable uses of force of the Olympia Police Department (OPD); makes recommendations for operational, training, or policy changes related to observations during the auditing process or where OPD potentially is not aligned with best practices; assesses whether OPD Police Officers interact with the Olympia community in a socially just and equitable manner through auditing misconduct complaint and reportable use of force investigations; and, engages with the Olympia community about policing, police oversight, and related community concerns.

C. Emergency Response

The City of Olympia has an Emergency Operations Center (EOC). In the case of an emergency, a wing of the main fire station converts into the EOC and EOC staff (a group of trained employees from multiple departments) support an Incident Command Structure.

During an emergency, Council has a very limited role in emergency management operations. Their primary role is one of policy support. See [Ordinance 6632](#).

2.03 The Role of Mayor

The Mayor is recognized as the head of the City for ceremonial purposes and has all rights, privileges, and immunities of a Councilmember. See Olympia Municipal Code (OMC) 02.04.060.

The term of the office of Mayor shall be four years to run concurrently with the term for Position One of the Council.

In Olympia, the Mayor votes on all items before the City Council in the same manner as the other members of the Council.

A. Presiding Officer

The Mayor serves as the presiding officer and acts as chair at all meetings of the City Council. The Mayor may participate in all deliberations of the Council in the same manner as any other member and is expected to vote in all proceedings unless a conflict of interest exists. The Mayor does not possess any veto power. The Mayor may not move an action but may second a motion.

B. Ceremonial Representative

Responsibility to act as the City Council's ceremonial representative at public events and functions has been assigned to the Mayor. The Mayor is vested with the authority to initiate and execute proclamations. In the Mayor's absence, the Mayor Pro Tem assumes this responsibility. Should both the Mayor and Mayor Pro Tem be absent, the Mayor will appoint another Councilmember to assume this responsibility.

C. Mayoral Proclamations

The Council has authorized the Mayor to sign, on behalf of the Council, proclamations which, in the opinion of the Mayor, are non-controversial in nature and which cannot be acted upon timely by the full Council because of its meeting schedule. The Mayor shall sign

proclamations only if requested to do so by a member of the Council, including the Mayor, and shall provide the Council with a copy of the same at the next scheduled meeting.

D. Public Danger

The Mayor is also recognized by the Governor for purposes of military law. The Mayor only has administrative duties during times of public danger or emergency. If approved by ordinance, the Mayor may take command of the police to maintain law and enforce order which is consistent with State law ([RCW 35A.13.030](#)).

E. Use of Tear Gas

It is not the practice of the Olympia Police Department to use tear gas. However, per RCW 10.116.030, the Mayor is the sole person authorized to permit the use of tear gas by law enforcement “[i]n the case of a riot outside of a correctional, jail, or detention facility . . .” This power is granted to the “highest elected official” by state law which means “the mayor, regardless of whether the mayor is directly elected.”

F. Additional Responsibilities of the Mayor

- Collaborating with Councilmembers to guide the direction of the City.
- Works with Mayor Pro Tem and City Manager to develop the Council’s business meeting, study session, and work session agendas.
- Regularly communicates with Councilmembers to understand their interests.
- Attends regional Mayor meetings.
- Attends quarterly Three Cities meeting with other Mayors, Mayor Pro Tems, and City Managers.
- Promoter for the City.
- Sets the boundaries for behavior with Councilmembers, staff, and community members.
- With external stakeholders will clarify if an opinion is that of the Council or personal opinion.

2.04 The Role of Mayor Pro Tem

Following is a list of responsibilities the Mayor Pro Tem assumes:

- Collaborating with the Mayor and City Council to guide the direction of the City
- Assuming the duties of the Mayor in the event of the Mayor’s absence, including ceremonial events.
- Working with the Mayor and City Manager to develop the Council’s business meeting, study session, and work session agendas.
- Attending the regional Mayoral meetings
- Attends quarterly Three Cities meeting with other Mayors, Mayor Pro Tems, and City Managers.
- Supporting the Mayor to facilitate Council meetings.
- Representing the interest of the Councilmembers at the agenda setting meeting.
- Collaborating with Councilmembers on specific concerns or interests.

2.05 Election of Mayor Pro Tem & Committee Chairs

At the annual January retreat of an election year, or at another time as the Council deems appropriate, Council will elect a Mayor Pro Tem and Council Committee Chairs. Therefore, the term for these positions will be two-years.

During the off-year, the Council retreat facilitator, will consult with Councilmembers on whether they want to consider holding an election for the Mayor Pro Tem and Council Committee Chairs.

2.06 Council Committees

G. Standing Committees

The Olympia City Council established three (3) standing committees by City ordinance ([OMC 02.06.010](#))

Each Council committee has three members.

Committee members, except for the Chair (see section 2.05) are selected by the City Council at its annual goal-setting retreat and the appointments are ratified by Council at a regular business meeting.

- Community Livability and Public Safety
- Finance
- Land Use and Environment

Considerations for assignments may include:

- Subject matter expertise
- Diversity of perspectives
- Council member development and growth
- Impact to ongoing projects and/or relationships
- Current leadership

H. Committee of the Chairs

The Committee of the Chairs is comprised of the Chairs of the three standing Council Committees (see above). The Committee of the Chairs works with the City Manager to select a facilitator for the annual and bi-annual retreat, establish, the goals and draft agenda for the annual and bi-annual Council retreats, and review changes to the Council Guidebook before forwarding to the full Council for final approval.

I. Ad Hoc Committees

In circumstances where a critical issue demands broader study and analysis, a Council Ad Hoc Committee may be created by vote of the City Council. The three-members of an Ad Hoc Committee will be approved by the Council and a chair of the Committee selected. Ad

Hoc Committees are chartered by the Council and operate consistent with Robert's Rules of Order and for a set, defined time period. Ad Hoc Committees are not decision-making bodies but are formed for the purpose of developing recommendations for Council consideration on the issue under review.

2.07 Representation by Councilmembers on Interagency and Regional Bodies

The City Council is often requested to appoint Councilmembers to serve on outside boards, councils, commissions, or committees. This type of representation serves to facilitate communication and provide interaction with other governmental bodies. The City Council appoints members to some of these groups on an as-needed or as-requested basis.

The City Council will appoint two-year, non-election-year cycle of committee and interjurisdictional assignments with off-year adjustments taking place on an as needed basis. Membership appointment to these groups is made by consensus of the Council at its annual January retreat and ratified by Council at a subsequent business meeting. If more than one Councilmember desires to serve as a member of a particular outside group, the member for that group will be appointed by a majority vote of the Council.

Where applicable, Council will appoint an alternate to attend outside boards, councils, commissions, or committees. The main delegate will notify the alternate as soon as possible after they realize they will be unable to attend an upcoming meeting of the outside group.

Councilmembers participating in policy discussions at regional meetings will represent the consensus of the Council, except where regional appointment requires regional opinion. Personal positions, when given, will be identified, and not represented as the position of the City. Assignment and direction of staff in relation to regional meetings are at the discretion of the City Manager.

The Council may request the City Manager to appoint staff, in lieu of Council, to Interagency/Regional Boards, Commissions or Committees. The assignment and direction of staff in relation to regional meetings are at the discretion of the City Manager. [Reference Appendix C]

2.08 Incompatibility of Offices

There are certain restrictions on a Councilmember holding any other public office or employment within city government. [RCW 35A.12.030](#) provides that a mayor or Councilmember cannot hold other public office or employment within city government unless permitted under the code of ethics for municipal officers, [RCW Chapter 42.23](#) or other statute. [RCW 35A.11.110](#) permits Councilmembers to serve as volunteer firefighters or reserve law enforcement if authorized by resolution passed by a two-thirds vote of the full council.

2.09 Absence of Mayor and Councilmembers

In the absence of the Mayor, the Mayor Pro Tem shall perform the duties of the Mayor. When both the Mayor and Mayor Pro Tem are absent, the Council shall, by majority vote, elect a chairperson to preside over the meeting(s) of the council.

If the Mayor or other Councilmembers are absent from the City for more than 15 days, they shall notify the other Councilmembers and the City Manager.

Per [OMC 02.04.040](#), "In the event of the extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the Councilmember's absence or disability.

2.10 Council Attendance Policy

City Council attendance at Council Meetings and Committee Meetings is important because decisions are made by the whole body. When individual members are not present, a valuable perspective, that serves as a voice for the community, is absent from the discussion. When a councilmember must miss a meeting, they are responsible for reviewing updates, discussions, and actions that occurred in their absence.

Councilmembers are encouraged to provide as much notice as possible if they are not able to attend a Council or Committee Meeting. For awareness, City Staff will add reported Councilmember absences to the calendar of all Councilmembers as well as the City Manager.

At the start of each City Council meeting, the Mayor will call the roll. Councilmembers who have notified the Mayor or the City Manager's Office of a planned absence, the absence will be excused.

In the case of an unexpected or emergency absence, the Councilmember needs to contact the Mayor or City Manager's Office any time before the start of the meeting to advise of the absence and it will be considered excused. Upon notification of an absent Councilmember, the Mayor or staff from the City Manager's Office will notify the body.

The same protocol applies to Committee Meetings. At the start of each City Council Committee meeting, the Chair will call the roll. Councilmembers who have notified the Committee Chair or City Manager's Office of a planned absence, the absence will be considered excused. Upon notification of an absent Councilmember, the Committee Chair or staff from the City Manager's Office will notify the body.

Noticed Councilmember absences are considered excused and do not count toward the [OMC 02.04.030](#) (Forfeiture of Office) as outlined in section 2.13 of this guidebook.

2.11 Mayor or Mayor Pro Tem Resignation

If the Mayor or Mayor Pro Tem resign, the City Council will appoint a new Mayor or Mayor Pro Tem as provided in [OMC 2.04.040](#), and [RCW 42.12.070](#) regarding filling nonpartisan vacancies. In the event of an absence resulting from death, resignation or removal of the Mayor or Mayor Pro Tem, the remaining members of the Council by majority vote shall appoint a qualified person to fill the vacancy until the person elected to serve the remainder of the unexpired term takes office. If the vacant position is the Mayor's position, the Mayor Pro Tem shall make the appointment from among those persons nominated by the Council, within thirty (30) days after the occurrence of the vacancy if the Council is unable to agree.

2.12 Councilmember Resignations

As a courtesy, a member who wishes to resign should submit a letter to the Mayor, Mayor Pro Tem, and City Clerk. that clearly states their decision to resign and the effective date. If no effective date is given, the resignation letter is immediately effective.

2.13 Forfeiture of Office

Per [OMC 02.04.030](#) (Forfeiture of Office), "A Councilmember shall forfeit their office if the Councilmember is absent for three consecutive regular meetings of the Council without being excused by the Council, or if the Councilmember ceases to have the qualifications prescribed for such office by law or ordinance, or if the Councilmember is convicted of a crime involving moral turpitude or an offense involving a violation of the Councilmember's oath of office."

2.14 Process for Council Vacancy

State law (RCW 42.12.070) empowers the remaining members of a governing body to appoint a qualified person to fill any mid-term vacancy on the body. Traditionally, the Olympia City Council has filled such vacancies through a public application, interview and appointment process. If Council does not make an appointment within 90 days of the vacancy, State law transfers the power to appoint to the County Commission.

State law allows the appointee to serve until the certification of the next General Election at which a Councilmember would normally be elected. The appointee or any qualified person may run for the vacant position in that election, and the winner would complete the full term of the position.

Appointment Process

Under the current process for filling a council vacancy, a three-person subcommittee of Councilmembers is formed upon confirmation of a vacancy on the body. The subcommittee will:

- Establish an appointment timeline

- Review and confirm application materials
- Review application evaluation documents
- Draft and review potential interview questions
- Review interview evaluation documents

If empowered by Council, the subcommittee will review the applications and recommend a slate of potential interviewees to the full Council. The full Council will deliberate and decide on the slate of applicants to interview in an open public meeting. The Council may meet in Executive Session to discuss the qualifications of a candidate, but no decision can be made during that session. Once Council confirms a slate of candidates, staff will ensure they are scheduled for interviews.

Candidate interviews are conducted by the full Council in an open public meeting. Council may meet in Executive Session to discuss the qualifications of a candidate, but no decisions can be made in the Executive Session. Currently, the Olympia City Council uses Rank Choice Voting to select the successful appointee.

Once selected, the appointee can join the full Council as a Councilmember after completing an official swearing-in process.

Chapter 3

Olympia City Council – Appointed Advisory Bodies

Introduction

Public boards, committees, and commissions provide a great deal of assistance to the Olympia City Council when formulating public policy and transforming policy decisions into action. The City has several standing boards, committees, and commissions. In addition, special purpose committees and ad hoc task forces are often appointed by the City Council to address issues of interest or to conduct background work on technical or politically sensitive issues. These special or ad hoc committees will be dissolved upon completion of the intended task.

The City Council is empowered to create all advisory boards, committees, and commissions which the Council deems necessary or advisable. The City Council established procedures in [OMC 2.100](#) to reflect the policy of the City Council regarding the appointment of volunteers to the various advisory bodies of the City. The establishment of these procedures ensures that well-qualified, responsible, and willing members of the public who demonstrate a desire to serve on such boards, committees, or commissions are given the opportunity to serve the City and participate in the governing of their community.

3.01 Establishment of Council-Appointed Advisory Bodies

By Ordinance, Council appointed Boards, Committees, and Commissions are established by action of the entire Council. Short term or Ad Hoc Committees may not necessitate an ordinance and may be established by majority Council approval of the scope for the committee and the term of its appointment.

The Advisory Committee Guidebook for Council-appointed Advisory Committees and their members is reviewed and updated periodically by the Community Livability and Public Safety Committee.

3.02 Appointment to Council-Appointed Advisory Bodies

The Community Livability and Public Safety Committee, on behalf of the entire Council, accepts applications annually at a time specified by the committee, and makes appointment recommendations to the full Council following review of applications and interviews with qualified candidates.

The Community Livability and Public Safety Committee establishes the procedures for public notification of openings and the process for individuals to apply. Mid-term resignations and unexpected vacancies are filled when appropriate, as determined by the committee.

While membership on most committees is by Council appointment, the following exceptions apply:

- [Civil Service Commission](#) (appointed by the City Manager)
- [LEOFF Disability Board](#) (elected and member appointed)
- [Parking and Business Improvement Area Board/PBIA](#) (elected by ratepayers)
- [Independent Salary Commission](#) (appointed by the Mayor and approved by Council)

3.03 Councilmember's Role and Relationship with Advisory Bodies

Unless required by State law (such as with the Lodging Tax Advisory Committee) Olympia Councilmembers do not serve on Council-appointed committees. It is expected that any newly elected Councilmember who is serving on a City advisory board or committee at the time of election will resign from their committee appointment at the time of assuming Council office.

The City Council annually reviews and approves work plans for each advisory committee. Each Council Committee is assigned an advisory body where information and recommendations are shared before being presented to the full Council.

Below are the Council Committee and their associated Advisory Board Assignments:

A. Community Livability & Public Safety

- Arts Commission
- Heritage Commission
- Parks and Recreation Advisory Committee
- Social Justice and Equity Commission
- Cultural Access Advisory Board
- Youth Council
- Community Policing Board

B. Finance

- Utility Advisory Committee
- Parking and Business Improvement Area Board
- Lodging Tax Advisory Committee

C. Land Use and Environment

- Bicycle & Pedestrian Advisory Committee
- Design Review Board
- Planning Commission

3.04 Council Liaison Assignments to Advisory Bodies

Council committees can designate one of their members to serve as a liaison to advisory committees. That liaison will serve as a point of contact between the chair of the advisory committee and Council.

An advisory committee chair may request the presence of the Council liaison at a committee meeting. The liaison should provide information and receive feedback but refrain from any comments or actions intended to influence the committee.

3.05 Staff Support and Relationship to Advisory Bodies

The City's Strategic Communications Director serves as a Staff Support liaison from the City Manager's office to all advisory committees and provides staff support to the Community Livability and Public Safety Committee as they recruit, interview, and recommend appointments to the various advisory bodies.

Advisory bodies wishing to communicate recommendations to the City Council will use the adopted Council agenda procedures. In addition, when an advisory body wishes to correspond with an outside agency, correspondence shall be reviewed and approved by the City Council.

The members of the boards, committees, and commissions are responsible for the functions of the advisory body. Other staff support and assistance may be provided to advisory boards, commissions, and task forces; however, advisory bodies do not have supervisory authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and, ultimately, the City Manager.

3.06 Resignations

In the interest of timely noticing of vacancies and to minimize the impact, the Council delegates to the Mayor or the chair of the Community Livability and Public Safety Committee the authority to accept resignations. Following the acceptance of the resignation, the Community Livability and Public Safety Committee will determine whether to immediately fill the vacancy, either by recommending a previously vetted and interviewed candidate or advertising the vacancy, or to hold the vacancy open until filled through the annual recruitment cycle.

3.07 Cause for Dismissal

Members of boards, committees, and commissions serve at the discretion of the City Council and may be removed from office for any reason by majority vote of the City Council in a public meeting. (See OMC 2.100.040 (D))

Chapter 4

Support Provided to City Council

4.01 Administrative Support

Administrative support to members of the City Council is provided through the City Manager's Office.

Administrative support includes scheduling of appointments, receipt of telephone messages, mail and email; document preparation; registration for conferences and meetings; and forwarding information to all Councilmembers so the Council does not violate the Open Public Meetings Act (OPMA). See section 7.14 for more information on OPMA.

All correspondence to Councilmembers is a public record, potentially eligible for release. See the Chapter 9 on Communications and Public Engagement for procedures regarding Council correspondence, response to residents, and information on the Public Records Act (PRA)

Sensitivity to the workload of support staff in the City Manager's Office is appreciated. Please note that individuals may have work assignments with high priority. Should requested tasks require significant time commitments, Councilmembers should consult with the City Manager.

4.02 Electronic Devices

To enhance Councilmembers' service to the community and their ability to communicate with City staff and the public, the City provides meeting facilities and office equipment for City business.

Information Services (IS) will provide electronic devices, to include a laptop or iPad and cellular phone, for official City use. IS will ensure that all appropriate software is installed and will also provide an orientation in the use of computers and related software.

While City staff will maintain those computer applications related to City affairs, City staff cannot provide assistance for personal computer applications. Personal media and programs cannot be stored on City computers. Councilmembers must adhere to all policies under the City of Olympia Information Services Security Policies.

Throughout Councilmember terms, City equipment is subject to audit. Virus protection software must not be disabled at any time on City equipment and non-city programs, or media found during audits will be removed. When individual Councilmembers have completed their term of office, IS staff will retrieve City computers, software, and modems. Councilmembers are expected to complete cyber security training on a yearly basis.

The complete policy can be viewed [here](#).

4.03 Meeting Rooms

Council has a shared office at City Hall on the 4th Floor. Councilmembers may reserve this room, by contacting the Assistant to the City Council. The office is available during business and non-business hours.

Deleted: Manager

Use of the Executive Conference Room or any other conference room at City Hall may also be scheduled through the Assistant to the City Council. Use of the Main Fire Station Training Room may be scheduled through the Administrative Secretary at the Fire Department.

Deleted: Manager

4.04 Mail, Deliveries

Physical mail to the City Council is delivered primarily through the use of email and individual mailboxes. Individual mailboxes, located in the Council office, are maintained for each Councilmember by the City Manager's staff. Councilmembers are encouraged to check their physical mailboxes often.

Written letters or notices to the Mayor, the full City Council or individual Councilmembers are scanned by the City Manager's staff and distributed via email to the entire Council and the City Manager.

4.05 City Council Information on City Website

Each Councilmember may post biographical information on the City's website. Councilmembers will work with the City's Strategic Communications Director to draft biographical information and a list of Councilmember assignments and areas of focus. The City's Strategic Communications Director or designee will post, publish, and update each biographical information page once it has been reviewed and approved by the respective Councilmember.

Councilmembers will have access to a Council resource page, which is an internal, password-protected section of the website. The City website will not be used in support of or opposition to a ballot measure or campaign for election of an individual to public office.

Chapter 5

Interaction between Council and City Staff

Introduction

City Council policy is implemented by dedicated and professional City staff. Therefore, it is critical that the relationship between Council and staff is well understood by all parties so policies and programs may be successfully implemented.

The City Council also supports and acknowledges that the City Council and the City Manager are most effective when working as a team and as such the Council endeavors to support mutual respect between the City Council and City staff by creating the organizational teamwork necessary for successful implementation of the Council's policies and programs.

5.01 Council-Manager Form of Government

The introduction of this guidebook gives a brief overview of the Council-Manager form of government, which is outlined in [RCW Chapter 35A.13](#) and [OMC Chapter 2.04](#) and [OMC Chapter 2.08](#). Basically, with this structure, the City Council's role is to establish city policies and priorities. The Council appoints a City Manager to implement those policies and undertake the administration of the organization.

The Council-Manager plan of government is outlined in [RCW Chapter 35A.13](#).

5.02 City Council Non-interference

The City Council is to work through the City Manager when addressing administrative services of the City.

In no manner, either directly or indirectly, shall a Councilmember become involved in, or attempt to influence, personnel matters that are under the direction of the City Manager. Nor shall the City Council be involved in, or influence, the purchase of any supplies beyond the requirements of the City procurement code/procedures.

5.03 City Council and City Manager Relationship

The employment relationship between the City Council and City Manager recognizes the fact that the City Manager is the chief executive of the City. All interactions with the City Manager, whether in public or private, should acknowledge the authority of the City Manager in administrative matters. Disagreements should be expressed in policy terms, rather than in terms that question satisfaction with or support of the City Manager.

A. Performance Evaluation

The City Council is to evaluate the City Manager on an annual basis to ensure that both the City Council and City Manager agree about performance and goals based upon mutual trust and common objectives. The City Manager's performance is evaluated based upon a mutually agreed upon work plan.

5.04 Powers and Duties of the City Manager

The City Manager serves as the chief executive officer of the city, responsible to the council for the management of all city affairs placed in the manager's charge. The city manager shall:

- Supervise the administration of all departments and offices.
- Appoint and remove department directors and employees.
- Attend all meetings of the Council at which the City Manager's attendance is required by Council. The City Manager has the right to take part in discussion but shall not vote.
- See that all laws and ordinances are faithfully executed, subject to the authority which the Council may grant the Mayor by ordinance to maintain law and order in times of emergency.
- Make policy recommendations to the City Council.
- Prepare and submit reports to the Council;
- Keep the Council fully advised of the financial condition of the City and its future needs.
- Prepare and submit to the Council a proposed operating budget for the fiscal year, and a six-year Capital Facilities Financial plan; and be responsible for its administration upon adoption.
- Implement and administer City Council policy.
- Encourage and provide staff support for partnerships with community organizations and for regional and intergovernmental cooperation and equitable programming.
- Promote partnerships among council, staff, and community members in developing public policy and building a sense of community; and
- Perform such other duties as the Council may determine by ordinance or resolution.

A. Emergency Management

Under the state's Emergency Management Act, [RCW Chapter 38.52](#), certain powers in times of emergency rest with the "executive head" which means "the City Manager" in Olympia since Olympia is a council-manager form of government.

[OMC Chapter 2.24](#) creates a Department of Emergency Management. This provides the City Manager or Emergency Management Director the authority to proclaim an emergency subject to prompt confirmation of the City Council by adoption of a resolution or ordinance at a special or regular meeting, authorizing, and directing all city personnel, services, and facilities to be assigned to the emergency response and recovery effort.

B. Code of Ethics

The City Manager is subject to a professional code of ethics as a member of the International City/County Management Association (ICMA). It should be noted that this code binds the City Manager to certain practices that are designed to ensure actions are in support of the City's best interests. Violations of such principles can result in censure by ICMA. This code is posted in the City Manager's office: [ICMA Code of Ethics](#).

There is also a code of ethics for municipal officers found in [42.23 RCW](#) that outlines prohibited acts with respect to contract interests.

5.05 City Council and City Attorney Relationship

The City Attorney is an employee appointed by the City Manager. The City Attorney is the legal advisor for the Council, its boards, committees, and commissions, the City Manager, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City. The City Attorney supervises other attorneys in the City Attorney's Office to ensure coverage of the City's civil and criminal matters and may hire special counsel as necessary. The general legal responsibilities of the City Attorney's Office are to:

- provide legal assistance necessary for formulation and implementation of legislative policies and projects;
- represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations, and similar proceedings;
- prepare or approve as to form ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes and intentions of the City Council; and
- keep City Council and staff apprised of court rulings and legislation affecting the legal interest of the City.

It is important to note that the City Attorney does not represent individual members of Council, but rather the City Council as a whole.

E-mail should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other "confidential" City business. Any email requesting legal advice from the City Attorney's office, should have typed in the subject line that it is "PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE" and should include the City Manager. Text messages should never be used to seek legal advice. In general, e-mail is discoverable in litigation, and even deleted e-mail is not removed from the archive system. Confidential e-mail communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.

5.06 Relationship between City Council and City Staff

The primary functions of staff are to execute Council policy and actions taken by the Council and in keeping the Council informed. Staff are obligated to take guidance and direction only from the City Manager or Department Director. This direction follows the policy guidance of the City Council as a whole. Staff are directed to reject any attempts of individual Councilmembers to unduly direct or otherwise pressure them into making, changing, or otherwise influencing recommendations.

City staff will make every effort to respond in a timely and professional manner to all requests for information or assistance made by individual Councilmembers; provided that, in the judgment of the City Manager, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council.

City Councilmember contact with City staff members, exclusive of the City Manager, will be during regular business hours as much as possible, except in the case of unforeseeable circumstances.

5.07 Roles and Information Flow

A. Council Roles

The City Council retains the authority to accept, reject, or amend the staff recommendation on policy matters.

Members of the City Council must not intrude into those areas that are the responsibility of staff. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the City Council as a whole.

Individual Councilmembers will refrain from asking City staff to work outside normal hours. This is necessary to keep staff focused on established Council priorities and avoid undue influence and pressure from individual Councilmembers. It also allows staff to execute priorities given by management and the Council as a whole using their best professional judgment without fear of reprisal. If a Councilmember wishes to influence the actions, decisions, recommendations, workload, work schedule, or priorities of staff, that member must prevail upon the Council to do so as a matter of Council policy.

B. Access to Information

The City Manager is the information liaison between Council and City staff except for general information or routine service requests (e.g., potholes). Requests for information from Councilmembers are to be directed to the City Manager and will be responded to promptly. The information or response will generally be copied to all members of Council so that each member may be equally informed. The equal sharing of information with City Council is one of the City Manager's highest priorities.

There are limited restrictions regarding when information can and cannot be provided. The City is legally bound not to release certain confidential personnel information. Likewise, certain aspects of police department affairs (i.e., access to restricted or confidential information related to crimes) may not be available to members of the City Council. The City Attorney can advise Councilmembers in these areas.

C. Significant Requests

Councilmembers may contact staff directly for general information. Individual Councilmembers should not request or direct the City Manager or Department Directors to initiate any significant action or prepare any report that is significant in nature, without majority Council approval. Councilmembers may discuss ideas with the City Manager and the City Manager will determine whether the request is significant and needs Council direction.

5.08 Dissemination Information to Council

In addition to regular, comprehensive memoranda written by the City Manager directly to City Council concerning all aspects of City operations (exclusive of confidential personnel issues), all Councilmembers receive copies of all correspondence received by the City Manager that will assist in them in their policy-making role. The City Manager also provides other documents to Council on a regular basis, such as status reports and executive summaries.

A variety of methods are used to share information with Council. Study Sessions and Work Sessions are held to provide detailed presentations of matters. Council/staff retreats serve to focus on topics and enhance information exchange. The City Manager's open-door policy allows individual Councilmembers to meet with the Manager on an impromptu or one-on-one basis.

5.09 Magnitude of Information Request

Any information, service-related needs, or policy research requests perceived as necessary by individual Councilmembers that cannot be fulfilled based upon the above guidelines should be considered as an item for the agenda of a City Council meeting. If directed by Council action, staff will proceed to complete the work within a Council-established timeline.

5.10 Restrictions of Political Involvement by Staff

Olympia is a nonpartisan local government. City staff formulates recommendations in compliance with Council policy for the good of the community, not influenced by political factors. For this reason, it is very important to understand the restrictions of political involvement of staff.

By working for the City, staff members do not surrender rights to be involved in political activities. Employees may privately express their personal opinions. They may register to vote, sign nominating, or recall petitions, and they may vote in any election.

There are restrictions against the use of public funds, public property, or public facilities to support or oppose ballot propositions or individual candidates. The basic concepts to keep in mind are that public facilities should not be used for campaign purposes and employees should not promote or oppose a ballot measure or a candidate during work hours.

Chapter 6

City Council Meeting Types

Introduction

The City Council's collective policy and law-making powers are put into action at the council meetings. It is here that Council conducts its business. The opportunity for community members to be heard, the availability of local officials to the public, and the openness of council meetings all lend themselves to the essential democratic nature of local government.

Each meeting of the Olympia City Council shall be conducted in accordance with a published agenda for the business to be transacted.

6.01 Annual and Mid-Year Retreats

The City Council shall hold two retreats – one in January and one in June. The annual and mid-year retreats are facilitated by a professional meeting facilitator. The Committee of the Chairs works with the City Manager to draft an agenda and select a professional facilitator for the full Council's consideration.

A. Annual Retreat Objectives

- Review of council operating agreements and update as needed
- Creation of Annual Work Plan/Council Priorities
- Council's Annual Meeting Calendar
- Election of Mayor Pro Tem (Two Year Assignment)
- Election of Committee Chairs (Two Year Assignment)
- Intergovernmental and Regional Assignments
-

B. Mid-Year Retreat Objectives

- Check-in on Annual Council Priorities/Work Plan
- Begin discussions on budget priorities for the upcoming year

6.02 Special Meetings

A special meeting may be called at any time by the Mayor or by a majority of the Council. Notice will be provided in keeping with the regulations outlined in [RCW 42.30](#). If more than three Councilmembers attend and participate in an official capacity at any meeting, it shall be considered a special meeting and notice shall be given. In addition, the City Manager shall follow up with Councilmembers by telephone, email, or another convenient communication method reasonable to apprise the members of special meetings. The City Manager may also, at their discretion, provide notice to interested parties.

Only Agenda items noticed for the Special Meeting may be discussed or considered by the Council at the meeting. The agenda may not be amended at the Special Meeting to add items.

6.03 Study Sessions and Work Session

A. Study Sessions

A Study Session is an informal opportunity for Councilmembers to receive progress reports on current issues. Further, the purpose of Study Sessions is to allow Councilmembers to do concentrated preliminary work on single subjects of time consuming, complex matters (i.e., budget, complex legislation, or reports). Participants in Study Sessions may include Council, staff, representatives of other agencies or groups, advisory body members, community members, and other individuals.

B. Work Sessions

A Work Session is an opportunity for Councilmembers to discuss policy issues or other topics in more depth. Council conversation with one another is the core of a Work Session. The discussion may be facilitated by the Mayor, other Councilmembers or an outside facilitator. Staff, representatives of other agencies or groups, advisory board members, community members and other individuals may join Council at Work Sessions when their presence or participation supports the Council conversation.

Requests to refer a topic to a Study Session or a Work Session may be made by any Councilmember or the City Manager during the Reports and Referrals period at any Council business meeting. The person making the request or anyone eligible to make a request for a Study Session or Work Session may ask that the topic be considered for priority scheduling. A majority of Councilmembers must approve the request.

6.04 Executive Sessions and Closed Sessions

A. Executive Sessions

An Executive Session is scheduled at the request or concurrence of the Mayor, or by a majority vote of the full Council during a meeting. The Council may hold Executive Sessions before, after, or during a regular or special meeting to consider such matters permitted by [RCW 42.30.110](#) or other applicable state law.

Such matters may include, but are not limited to, national security, purchase or sale of real estate, litigation, potential litigation, to evaluate the qualifications of an applicant for public employment, evaluation or complaints or charges brought against a public officer or employee, to evaluate the qualifications for appointment to elective office in event of a Council vacancy, and performance of publicly bid contracts. No voting or polling is permitted in Executive Session. Any actions must be taken in a subsequent regular public meeting.

Executive Session discussions are confidential. Disclosure of confidential information from an executive session by a municipal officer violates [RCW 42.23.070\(4\)](#). The statute prohibits both the disclosure of confidential information and its use for personal gain or benefit.

B. Closed Session

A Closed Session is for matters permitted by law, such as discussions on labor negotiations and collective bargaining agreements; when Council is sitting in a quasi-judicial capacity; certain licensing proceedings, or under the Administrative Procedures Act.

6.05 Council Committee Meetings

A. Schedule

Each committee shall set a regular meeting date at its first meeting of the year following the confirmation of member appointments for that year. The committee chair or a majority of the committee may cancel a regular meeting or schedule a special meeting of the committee.

B. Annual Work Plan

A draft work plan, including tentative schedule, is developed by the Committee at its first meeting of the year. The work plan is based on referred items carried over from the prior year, plus committee member and staff knowledge of emerging issues/policies. The draft work plan is forwarded to the full Council for review and approval as a Consent Calendar item.

During the year, items are added to the work plan because of referrals from the Council's retreat or by concurrence with a referral request by a majority of Councilmembers at a Council meeting. Written requests for a *referral to a committee* may be made by the Mayor, individual Councilmembers, or the City Manager.

C. Council Referral to a Committee

Throughout the year, a Council majority may refer an item to a committee during a regular business meeting. Afterwards, the staff liaison will consult with the committee chair to determine when this referral can be added to the committee's current work plan. The process to introduce and advance a referral is in section 7.04. Due to time constraints and/or workload, the committee chair may decide the item should be added to the committee work plan for the next year. In this case, if a majority of Councilmembers agree the item should be addressed in the committee's current work plan, they may request the committee chair to add an extra meeting to the committee's schedule.

D. Committee Recommendations to Council

Council committee recommendations will be presented to the full Council by the Committee Chair. The Committee Chair may request that a specific item from the committee be placed on the Council's agenda as an "Other Business" item, even if committee support is unanimous. If an item does not have a unanimous recommendation from the committee, it shall not be placed on the Council's consent calendar.

Chapter 7

City Council Meetings & Procedural Rules

Introduction

The City Council's collective policy and law-making powers are put into action at the council meetings. It is here that the Council conducts its business. The opportunity for community members to be heard, the availability of local officials to the public, and the openness of council meetings all lend themselves to the essential democratic nature of local government.

7.01 Meeting Schedule – Business Meetings

The annual schedule for the Olympia City Council is developed at the January retreat. Unless otherwise noticed, regular business meetings are held:

Tuesday evenings at 6:00 p.m.,
Olympia Council Chambers,
601 4th Avenue E.

Unless approved by the full Council, Council will not meet on the 5th Tuesday of a month unless it is scheduled by the City Council at its annual retreat.

A. Legal Holiday

When a regularly scheduled meeting occurs on a legal holiday, the next succeeding day shall be the date of the regular meeting.

B. Primary Election and General Election

If Council is meeting the week of the Primary Election (August) or General Election (November), the meeting shall be on Monday instead of Tuesday (see [OMC 01.04.050](#))

7.02 Public Notice of Meetings and Hearings

Pursuant to [RCW 42.30](#), cities are charged with establishing a procedure for notifying the public of upcoming hearings and the preliminary agenda for the forthcoming council meeting. The procedure followed by the City of Olympia is as follows:

A. Preliminary Agenda of Council Meetings

The public shall be notified of the preliminary agenda for the forthcoming regular City Council meeting by posting a copy of the agenda in the following public places in the City at least 24 hours in advance of the meeting:

Olympia City Hall
601 4th Avenue East
Olympia, WA 98501

The City's Official Website: www.olympiawa.gov

Notice of special meetings will be consistent with [RCW 42.30.080](#)

7.03 Development of the Agenda

The agenda is the schedule of items the Council has prioritized to address at a meeting. Agendas are posted with meeting packets on Legistar by 3pm on the Thursday prior to the meeting.

Agenda items may also be certain items proposed for the Council to address (i.e., street or right-of-way, vacations, ordinances, or resolution to accept grants, etc.). The proposed agenda is set by the Mayor and/or Mayor Pro Tem in consultation with the City Manager. It is updated weekly and distributed to Councilmembers.

The City Manager meets weekly with Department Directors to go over the upcoming agenda and calendar, at which time any issues that need to be brought forth to the City Council are discussed with the City Manager.

7.04 Advancing a Policy Issue

It takes a majority of the City Council to bring a policy item before the full Council or a Council committee. Following are the various ways a Councilmember may advance a policy issue:

A. Annual Goal Setting Retreat

At the January retreat Councilmembers discuss council's annual goals and prioritize policy issues and projects for staff to focus on during the year.

B. Council-Appointed Advisory Committee Work Plans

The Community Livability and Public Safety Committee reviews Council-appointed advisory body work plans annually, and they are forwarded to the full Council for approval. At that time, a majority of Councilmembers may request other items be added to the work plan.

C. Business Meeting Referral

During the Council Reports and Referrals period at a regular Council Business Meeting, a member may bring forward a referral for an item to be addressed by staff, an advisory body, a Council committee or by the full Council in the form of a study session or work session. This request is subject to concurrence by a majority of the Council present. Such matters shall not be considered by the Council at the same meeting it is submitted without the concurrence of the majority of the Council present.

Referral Form: The City Council Referral request form (see Appendix C) is included on the Council internal webpage and can be obtained from the Assistant to the City Council. The referring Councilmember must complete the Referral Request form that is supported with signatures from two other Councilmembers and submit the form to the Assistant to the City Council by Wednesday at noon for inclusion in Council Business Meeting packet for the preceding week.

Deleted: Manager

Referral to Committee: Councilmembers will work with City staff to scope referred issues and complete a written referral. When the written referral is brought to full Council for concurrence, it will be assigned to the appropriate committee and/or staff member. The item will then be scheduled on the committee work plan agenda for a future date, and the committee chair will report back to full council on findings during a regular meeting.

Referral to Study or Work Sessions: Councilmembers may request to schedule a future Study Session or Work Session on the Council agenda.

Deleted: Manager

D. City Manager's Performance Review

Council can discuss policy issues that need to be addressed during the City Manager's semi-annual review.

7.05 Order of Business – Regular Meetings

The City Council, by adoption of this manual, establishes the general order of meetings. This section summarizes each meeting component. The Council may, at any time by consensus, rearrange the agenda order to allow for a better flow given the items being discussed.

A. Opening and Roll Call

This is a time when the Mayor officially opens the meeting and acknowledges attendance of the Councilmembers and Mayor Pro Tem.

B. Meeting Agenda Approval

This is the time when Councilmembers or the City Manager may withdraw or move items on the agenda.

C. Announcements

This is a time when the City Manager or Staff can update the Council on an emerging topic that is not on the Council agenda.

D. Special Recognition/Proclamations

A formal declaration or public statement by the Mayor and City Council of an important matter or event. Special Recognition and Proclamations will be limited to no more than two per meeting. If additional declarations are requested, the City Manager will discuss the requests will be discussed during the weekly Agenda Setting meetings. [Special Recognitions should be limited to two per meeting whenever possible.](#)

E. Public Comment – not to exceed 30 minutes

The City Council appreciates hearing from community members about items relating to city business. This is a limited public forum and all matters discussed shall relate to city business.

Role of the Mayor

The public's participation in the Public Comment portion of the agenda is under the control of the Mayor. The Mayor is empowered to curtail or prohibit Public Comment that goes beyond the time limits provided for each speaker, is outside the reasonable scope of City business, or when a speaker threatens to cause bodily injury and by words or conduct places the person(s) threatened in reasonable fear for their safety.

The Mayor is also empowered to establish reasonable time constraints or suspend Public Comment to prevent unreasonable delay of the Council meeting, whenever necessary due to an unusually large number of individuals who wish to speak. The Mayor may also suspend or reduce Public Comment during times of a declared emergency or disaster, which demands immediate action to preserve public health, protect life, protect public property, or to provide relief to the City of Olympia which may be overtaken by such occurrences, or which reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to [RCW 43.06.010](#), or as provided in the state Emergency Management Act, [RCW Chapter 38.52](#).

Sign up protocol

Interested residents may sign up to speak before the Council regarding any item related to City business, except the following :

- Where the public testimony implicates a matter on which the City Council will be required to act in a quasi-judicial capacity, to prevent an appearance of fairness issue in such quasi-judicial proceeding; or
- Where the speaker promotes or opposes a candidate for public office or a ballot measure, to prevent a violation of state law regarding the use of public office or facilities in campaigns.

Individuals will be asked to indicate on the sign-in sheet whether they have addressed the Council as part of Public Comment within the past 30 days. The Mayor has the discretion to move to the end of Public Comment those individuals who indicate on the sign-in sheet that they have testified in the last 30 days or who are known to the Mayor to have testified in the last 30 days.

In-Person Sign-In

Sign-in for Public Comment begins when the lobby doors to the Council Chambers are open (about 30 minutes in advance of the start of the meeting) and continues until after the Mayor gavels the meeting to order. Everyone who has signed in by the time registration is closed will be provided an opportunity to comment at that evening's meeting, either during the initial 30 minutes scheduled on the agenda for Public Comment, at the end of the meeting if everyone is not accommodated within the initial 30 minutes, or in another order if proposed by the Mayor at any time during a meeting and agreed to by a majority of Councilmembers in attendance at the meeting.

Virtual (Online) Public Comment Sign-In

Virtual public comment requires advanced registration by 4:30 p.m. the day of the meeting. The link to register is included on the corresponding City Council agenda.

During the period when the Mayor calls forward those who are signed up for virtual public comment, the speaker will be given the ability to use their microphone and camera. At the conclusion of the speaker's comments or when they have reached the two-minute maximum, the speaker will be no longer be able to use their microphone or camera.

Addressing the Council – Manner - Limits

Each person addressing the Council will give their name in an audible tone of voice for the record, and, , shall limit the address to two (2) minutes. No person other than the Council and the person whose time it is to speak at public comment, will be permitted to enter any discussion, either directly or through a member of the Council, without the permission of the Mayor.

Addressing the Council – Generally

General public comment is invited and encouraged during the public comment section of the agenda only. During the Public Comment portion of the meeting, the Mayor will invite members of the public to speak to Council about topics that are not scheduled for public testimony. Comments on any non-agenda items will not be allowed other than during the Public Comment portion of the agenda.

Limits

Individual comment during Public Comment is generally limited to two minutes or less at the discretion of the Mayor. Comments shall be directed to the Council as a whole, not to the audience. Speakers may not cede all or a part of their time to another speaker or play recorded comments of other persons not present and signed in as speakers for the meeting. The Mayor is empowered to explain at the beginning of Public Comment that clapping, shouting and other demonstrations are not permitted at any time so that all persons wishing to speak, or in attendance, are not intimidated and feel safe to express their views or be present.

If time allows during the initial 30 minutes set aside on the agenda for Public Comment, the Mayor may ask if anyone else in the audience wishes to speak. In this circumstance, Public Comment will not exceed 30 minutes total of time, and additional comment will not be carried forward to the end of the meeting.

Council response to public comment

To hear as many people as possible, the Council will refrain from commenting on individual statements until all Public Comment has been taken, or at the end of the 30-minute time allotment.

Councilmembers may request additional information from the persons who spoke, information or a report from the City Manager, or make brief comments to help inform the issues.

F. Consent Calendar

The Consent Calendar consists of items of a routine nature that generally do not require discussion. The City Manager, Mayor, and Mayor Pro Tem will propose which items are on the Consent Agenda.

The individual items on the consent agenda shall be approved, adopted, or enacted by one motion of the Council, except for ordinances which require two separate readings at a regularly scheduled council meeting. Final passage of a consent item typically occurs on second reading, although second reading may be waived by an affirmative vote of at least two-thirds of the Councilmembers present, unless precluded by law. Resolutions may also be passed in one reading.

During the regular meeting, any Councilmember may pull a Consent Calendar item for discussion prior to approval of the Consent Calendar.

G. Public Hearings

Procedures for a Public Hearing are similar to what is described above for Public Comment. For Frequently Asked Questions about Public Hearings, see the [MRSC website](#).

Individual comment during Public Hearings is generally limited to three (3) minutes or less. Comments should be directed to the Council as a whole. Speakers may not cede all or a part of their time to another speaker. The Mayor will determine the order and protocols for Public Hearing testimony.

The Mayor is also empowered to establish time constraints on testimony during Public Hearings, if necessary, to permit time for all persons wishing to speak. Likewise, the Mayor may suspend verbal testimony at a Public Hearing in the event of a declared emergency or disaster which demands immediate action to preserve public health, protect life, protect public property, or to provide relief to the City of Olympia which may be overtaken by such occurrences, or which reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to [RCW 43.06.010](#), or as provided in the state Emergency Management Act, [RCW Chapter 38.52](#). In the event of a declared public emergency, the Mayor will provide for testimony at the Public Hearing to be submitted to the Council in writing or by email or recorded

video presentation, so long as such video recorded testimony is limited to three minutes or less. All such testimony shall be distributed to the Council for review prior to any Council action.

H. Ordinances & Resolutions

All ordinances and resolutions shall be approved as to form and legality by the City Attorney, the applicable Department Director, and the City Manager before being presented to the City Council. No ordinance shall contain more than one subject that shall be fully and clearly expressed in its title.

I. Contracts/Agreements

All contract documents shall be approved as to form and legality by the City Attorney and City Manager before being presented to the City Council.

J. Other Business

Items on Other Business allow staff to brief/update the Council and public on issues/items they are working on which might not otherwise come before the City Council but are of interest regarding city operations, programs, or policies. They are brief and should be limited to 10-15 minutes.

K. Continued Public Comment

This is a continuation if public comment exceeds 30 minutes earlier in the agenda.

L. Council Reports and Referrals

Council Assignments and Committee Reports

This is an opportunity for the Mayor, Mayor Pro Tem, and Councilmembers to update each other and the public on council assignments. Councilmembers should be concise and restrict their reports to be no more than 5 minutes each.

The Council Committee chair should give a brief recap of the substance of the Committee's discussion and recommendations.

Referrals

This is an opportunity for the Mayor, Mayor Pro Tem, and Councilmembers to introduce an issue and seek a referral to a Council Committee and/or staff as described in section 7.04.

M. City Manager's Report

N. Adjournment

O. Executive Session & Closed Session

At the call of the Mayor or with a majority vote, the City Council may recess to Executive Session to privately discuss and consider matters of confidential concern to the well-being of the City. The purposes for which an Executive Session or Closed Session may be held are identified in [RCW 42.30.110](#) and [RCW 42.30.140](#).

The City Council may also hold an Executive Session to receive confidential advice from the City Attorney under the attorney-client privilege as permitted by [RCW 42.30.110](#).

Before convening in Executive Session or Closed Session, the Mayor will publicly announce the purpose for excluding the public from the meeting place, and the time when the Executive Session/Closed Session will be concluded. An Executive Session/Closed Session may be extended to a stated later time by announcement of the presiding officer.

7.06 Order of Business – Study Sessions & Work Sessions

The study session and work session are the forums used by Council to review forthcoming programs of the City, to receive progress reports on current issues, or to receive similar information from the City Manager and others. Further, the purpose of Study Sessions and Work Sessions is to allow Councilmembers to do concentrated preliminary work on single subjects of time consuming, complex matters (i.e., budget, complex legislation, or reports, etc.). One of the goals is to provide a less formal atmosphere within which Councilmembers may ask questions of staff and each other before an item is presented to Council for action. Study Sessions and Work Sessions may be in less formal setting, when available, but shall not discourage public observation.

Order of Business

- A. Opening & Roll Call
- B. Business Item
- C. Adjournment

7.07 Remote Attendance of a Councilmember(s)

It is preferable that Councilmembers attend meetings in person when possible; however, remote attendance is allowed and encouraged if a Councilmember cannot attend in person. Council should give 24-hour advance notice of remote attendance to the Mayor or City Manager's Office. If attending remotely for a specific item, Councilmembers agree to be present for the entirety of the item, not just the vote.

If the Mayor is attending remotely, the Mayor Pro Tem will preside over the meeting. In the event the Mayor and Mayor Pro Tem are attending remotely the Mayor will appoint another Councilmember to assume this responsibility.

7.08 Hybrid Meetings | Remote Meetings

City Council and Council Committee meetings are held in a hybrid format. The Community can attend a meeting and participate in public comment either in person or through Zoom. Links to the hybrid meetings are included.

Public comment during hybrid meetings – See section 7.05 E.

7.09 Parliamentarian and Parliamentary Procedure

Parliamentary procedure provides the process for proposing, amending, approving and defeating legislative motions. The City Council uses Robert's Rules of Order to help run its meetings.

The City Attorney shall assist the City Council on questions of parliamentary procedure and the application of the parliamentary rules contained in Robert's Rules of Order. Before deciding any question of parliamentary procedure, the Mayor may request advice from the City Attorney. In cases where serious errors in procedure are being used or being contemplated, the City Attorney may give advice even when it has not been requested.

Please refer to Appendix B for more detailed information about Parliamentary Procedures, including a summary of Robert's Rules, scripts, and quick reference guide to motions.

7.10 Council Actions

A. Actions Generally

All actions by the Council shall be by ordinance, resolution, proclamation, or motion and will only be conducted in open public meetings, unless otherwise provided by law. Any action, except for the passage of any ordinance or the granting or revocation of any license or franchise, shall be deemed approved by an affirmative vote of a majority of those Councilmembers who are present and vote (i.e. do not abstain).

A vote on any matter will be taken by voice vote except where the Mayor or Committee Chair is unable to discern whether the ayes or nays prevail, in which case a roll call vote shall be taken. Any Councilmember may abstain from voting on any matter.

B. License or Franchise

The passage of any ordinance that grants or revokes a license or franchise, and any resolution for payment of money requires the affirmative vote of at least a majority of the whole membership of the Council.

C. Votes Required for Passage

For all resolutions, and motions, a simple majority of the Councilmembers present (assuming a quorum) is sufficient for passage.

Public emergency ordinances, necessary for the protection of public health, public safety, public property, or public peace, may take effect immediately upon final passage (instead of after a 30-day delay) if the ordinance contains a statement of urgency and is passed by unanimous vote of the whole Council. (RCW 35A.11.090(2)). Ordinances not subject to referendum take effect after 5 days as provided by general law. This includes ordinance types listed in RCW 35A.11.090 and by case law, such as a Council's legislative authority over zoning, which is not subject to referendum.

D. Public Emergency Ordinances

Public emergency ordinances that take effect immediately must contain a statement of urgency and be passed unanimously by the Council since the City of Olympia has retained for its electors the powers of initiative and referendum in OMC 1.16.010(A). (See also, RCW 35A.11.090(2)).

E. Budget Actions

An ordinance or budget resolution shall undergo two separate readings, and final passage may not be accomplished before the second reading. The readings shall occur at regular meetings. This guideline may be suspended by an affirmative vote of at least two-thirds of the Councilmembers present, in which case final passage may be accomplished at the same meeting the ordinance or budget resolution was introduced, unless precluded by law. As a general practice, the City Manager will not recommend that the Council take action as first and final reading.

7.11 Audio Recording of the Meetings

The City Clerk, or designee, will make and keep audio recordings of all meetings of the Olympia City Council, except those meetings or portions of meetings conducted in Executive Session, or unless a motion is passed to suspend audio recording of a meeting. Recordings and related records of all City Council meetings, except as referenced above, will be retained by the City in accordance with the Washington State Records Retention Schedule. See, [RCW 42.30.220](#).

7.12 Televised-Hybrid Meetings

Olympia's weekly City Council meetings, Special Meetings, Study Sessions, and Work Sessions when held in the City Council Chambers on Tuesday evenings, are broadcast to the community and available via Zoom.

7.13 General Procedures

A. Seating Arrangement of the Council

While the Mayor Pro Tem is customarily seated immediately next to the Mayor, they may choose to sit anywhere at the dais. The Mayor, with the approval of individual Councilmembers, shall establish other seating arrangements for regular council meetings.

B. Signing of City Documents

The Mayor, unless unavailable, shall sign all ordinances, resolutions and other documents which have been adopted by the City Council and require an official signature. In the event the Mayor is unavailable, the Mayor Pro Tem may sign such documents. The City Manager

may be authorized by Council action to sign other documents on behalf of the City, e.g., contracts, Interlocal Agreements, real estate purchase and sale agreement, grants, etc.

C. Quorum

Four members of the Council shall constitute a quorum and are necessary for the transaction of City business. In the absence of a quorum, the Mayor shall, at the request of any two members present, compel the attendance of absent members.

D. Minutes

The Assistant to the City Manager or designee will take minutes at all meetings of the City Council. The minutes will be made available for public inspection.

Robert's Rules of Order define minutes as the record of the proceeding which state what action was taken. The essentials of the record include all main motions (except those that were withdrawn) and points of order and appeals, whether sustained or lost, and all other motions that were not lost or withdrawn.

E. Interrupted Meetings

The Open Public Meetings Act ([RCW 42.30.050](#)) provides a procedure for the Council to continue its business in the event any meeting is interrupted by a group or groups of persons so as to render the orderly conduct of such Council or committee meeting "...unfeasible and order cannot be restored by the removal of individuals who are interrupting the meeting..."

In that event, the members of the governing body conducting the meeting may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the members. In such a session, final disposition may be taken only on matters appearing on the Council's or committee's agenda.

Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to RCW 42.30.050. Nothing in [RCW 42.30.050](#) "... shall prohibit the governing body from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting." In accord with this statute, the Mayor or Committee Chair may admit individuals to the meeting who have not participated in the disturbance and are not responsible for disturbing the orderly conduct of the meeting.

7.14 Open Public Meetings Act

[RCW Chapter 42.30](#) outlines the Open Public Meetings Act (OPMA). The open public meeting law applies to the City Council, and all standing, special or advisory boards, commissions, committees, or subcommittees of, or appointed by, the City Council, except those committees that are purely advisory. Quasi-judicial proceedings, such as a site specific rezone, is not subject to the OPMA. However, where a public hearing is required for a quasi-judicial matter, only the deliberations by the body considering the matter can be in closed session ([RCW 42.30.140](#)). Collective bargaining sessions are likewise not subject to the OPMA requirements and may

occur in closed session (RCW 42.30.140). Councilmembers are required to complete [OPMA training](#) within 90 days of assuming office or taking the oath of office ([RCW 42.30.205\(1\)](#)). In addition, every member of a governing body must complete OPMA training at intervals of no more than four years as long as they remain in office ([RCW 42.30.205\(2\)](#)).

A. Meetings

All meetings of the Council shall be open to the public, except in the special instances as provided in [RCW 42.30.110](#) and [RCW 42.30.140](#) as hereafter amended. A meeting takes place when a quorum (a majority of the total number of Councilmembers currently seated on the Council) is present and information concerning City business is received, discussed, and/or acted. A meeting does not have to be in person to be subject to the OPMA. Meetings can occur by telephone, email, or other electronic media. Serial meetings are also subject to the OPMA. Serial meetings occur when a councilmember meets with another, and then meets with successive councilmembers to discuss city business.

B. Americans with Disability Act (ADA) Requirements

The City of Olympia strives to provide accessible meetings for people with disabilities. Assisted-listening devices are available for use in the Council Chambers. If these or other accommodations are required, please contact the Americans with Disabilities Act Coordinator at least three days prior to the meeting.

C. Actions

No legal action can be taken by the Council except in an open public meeting. At a Special Meeting, action can be taken only on those items appearing on the posted agenda, except for emergency items. At a Regular Meeting of the City Council, the Council is free to act on non-agenda items, subject to applicable notice requirements in state statutes or local ordinances for the subject matter being considered.

D. Correspondence

All writings distributed for discussion or consideration at a public meeting are public records. To that end, Councilmembers shall not communicate using text, Microsoft Teams chat, Jabber, Zoom chat, Instagram, Twitter, Facebook or other social media during a council meeting. Councilmembers shall refrain from making or receiving personal, private phone calls or emails while at the Council dais. Councilmembers shall not communicate in any electronic format with another councilmember during a council meeting.

Written material protected by attorney-client privilege must not be cited or quoted.

See the MRSC website for Frequently Asked Questions about Open Public Meetings.

Chapter 8

Budget & Financial Management

8.01 Budgeting

D. Annual Operating Budget

The City's annual budgeting process is one of the most visible and significant ways we achieve and articulate the community's vision. Being good stewards of taxpayer dollars means ensuring that funding is committed to projects and programs that are financially sustainable and clearly aligned with and carry out the community vision.

The City Manager's Annual Operating Budget must be presented to the City Council no later than the first Tuesday in November. In October/November, the City Council reviews the City's Manager proposed budget, holds public hearings, and makes budget adjustments. The City Council then adopts the annual budget for the next fiscal year. The Annual Operating Budget must be balanced and adopted prior to December 31 of the preceding year.

A. Capital Budget

The Capital Budget is "Year One" of the Capital Facilities Plan (CFP) - [Six-Year Financial Plan](#). A preliminary CFP is submitted to Council in early summer, followed by a public hearing in the Fall and adoption as part of the Annual Operating Budget in December. The Planning Commission and other advisory boards and commissions review the document and provide comment to the Council.

B. Amendments after Adoption

The City Manager is authorized to transfer appropriations within a fund without Council approval. However, increases or decreases to budget appropriations, or transfers between funds, require Council action. The budget is amended through ordinance which requires two readings prior to adoption.

C. Council Goal Money

During the development of the Operating Budget, money deemed "Council Goal Money" may be set aside for the Council to use at its discretion throughout the year. The decision to use the money and how much will be determined by a motion and a majority vote of the Council. The amount set aside varies each year, according to the flexibility of the General Fund.

8.02 Long Term Financial Strategy

The City Council set a [Long Term Financial Strategy](#) to help guide decision making. The strategy provides tools that allow for making better decisions by focusing on long-term objectives and the impact current decisions have in the future. The strategy process includes a recognition of the following identified risks:

- Staffing and Service Levels
- Infrastructure Repair and Maintenance
- Economic Recession & Slowdowns
- Legislative changes

8.03 Independent Audit

Financial and Compliance audits are conducted annually by the State Auditor's Office. The Annual Comprehensive Financial Report is produced by the Finance Department. Performance Audits may be performed by the State on specific topics at the sole discretion of the State Auditor. City Councilmembers are invited to participate in the annual audit.

Chapter 9

Communication and Public Engagement

Introduction

Active, informed, inclusive, and equitable engagement of community members, both individually and collectively, is an essential element of healthy civic life and a thriving local democracy. Because the City Council performs as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking for the Council, seeking community opinions, and working with staff to provide policy direction.

9.01 Council Correspondence

A. Email

When an email correspondence is sent to the citycouncil@ci.olympia.wa.us address, the Assistant to the City Council will generally send the writer an initial reply stating “Thank you for your comments. I will forward them on all Councilmembers and appropriate staff”. They will copy the full Council, City Manager, Assistant City Managers, Strategic Communications Director and staff that are pertinent to the topic on that response.

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If the Assistant to the City Council recognizes the email needs to be responded to by a City employee (i.e., it asks a specific question), they will identify a staff member to respond. Accordingly, the Assistant to the City Council will identify the staff member in the initial response as well as copy that staff member.

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If the nature of the letter is only one of opinion, the Assistant to the City Council will not identify a staff person to respond. If a Councilmember wishes to respond to any letter, it is their responsibility to copy the full Council on the response.

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If a Councilmember receives an email sent directly to their address, they are not required to share their response with the full Council. However, if they would like the full Council to be aware of the response, it is the Councilmember’s responsibility to copy the “councilmembers” email address on that response. However, keep in mind the discussion above on limiting such emails to a one-way exchange of information in light of requirements under the Open Public Meetings Act.

B. Written Correspondence

All paper letters (whether addressed to all or one) will be scanned and emailed to the full Council. If the Assistant to the City Manager deems the letter needs a response (i.e., it asks a specific question) they will identify a staff member to respond, and follow the same procedure listed above (except they will not send an initial response to the sender, and the staff responder should forward a paper copy of their response to the Assistant to the City Manager so it can be forwarded to the full Council).

On occasion, members may wish to correspond on an issue on which the Council has yet to take a position, or about an issue for which the Council has no position. In these circumstances, members should clearly indicate they are not speaking on behalf of the Council as a whole, but for themselves as one member of Council. City letterhead and office support may be used in these circumstances.

City letterhead and staff support cannot be used for personal or political purposes.

9.02 Local Ballot Measures

At times, initiatives, referendums, or other ballot measures may be placed on the ballots that affect City Council policy. There are restrictions regarding what actions the City may take on ballot measures. Specifically, State statutes prohibit the City from using its personnel, equipment, materials, buildings, or other resources to influence the outcome of elections. What the City can do is distribute an objective informational mailer or pamphlet for the purpose of informing the public of the facts of an issue. Please see the [Guidelines for Local Government Agencies in Election Campaigns](#).

9.03 Proclamations

Proclamations are issued by the Mayor as a ceremonial commemoration of an event or issue. Proclamations are not statements of policy, and do not require the approval or action of the Council. Proclamations are a way the City can make special recognition of an individual, event, or issue. Proclamation requests will be submitted through the City Manager's Office and forwarded to the Mayor/City Manager for approval.

The City prepares two types of proclamations, regular and Mayoral. A regular proclamation goes to the full Council and is read aloud. The Council, generally, presents it to a representative in the community. A Mayoral proclamation is given to the Mayor for signature. The Mayor is authorized to sign on behalf of the Council, proclamations which are non-controversial in nature and which cannot be timely acted upon by the full Council because of their meeting schedule. The Mayor shall sign proclamations only if requested to do so by a member of the Council, including the Mayor, and shall provide the Council with a copy of same at the next scheduled Council meeting.

9.04 Washington Public Records Act

Almost everything we handle is a public record. According to [RCW 42.56.010\(2\)](#), a "public record" is defined to include "... any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics."

"Writing" is also defined in the disclosure statutes: "Writing means handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording any form of communication or representation, including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound records, and other documents including existing data compilations from which information may be obtained or translated ([RCW 42.56.010\(3\)](#)). This includes text messages and email involving City business on public or personal cell phone devices or tablets.

Please refer to [MRSC and Managing Electronic Records](#) for more information.

To ensure that business communications submitted to and by elected and appointed officials comply with the State Public Records Act, [RCW 42.56](#), and the State Open Public Meetings Act, [RCW 42.30](#), the following is set forth:

A. Communications - Generally

All letters, memoranda, and interactive computer communication involving City Councilmembers and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, with few exceptions as stated by the Public Disclosure Act, are public records. Copies of such letters, memoranda, and interactive computer communication may not be provided to the public or news media unless a public disclosure request has first been filed with the City Clerk.

B. Written Communications

Written letters and memoranda received by the City, addressed to a Councilmember or the Council as a body, will be photocopied and provided to all City Councilmembers, and a copy kept according to the City's Records Retention Schedule.

C. Electronic Communications

E-mail communications that are intended to be shared among four or more Councilmembers, whether concurrently or serially must be considered within the context of the Open Public Meetings Act. Such emails should be restricted to providing information such as materials for later review or notice of a potential new agenda item. Responses to such emails should be limited to ensure that Council business is conducted only at its scheduled meetings. Discussion of City business by a majority of the Council should be done at an open meeting.

Here is further guidance to ensure compliance with the Public Records Act and electronic communications:

1. Informal messages with no retention value and that do not relate to the functional responsibility of the recipient or sender as a public official, such as meeting notices, reminders, telephone messages and informal notes, do not constitute a public record. Users should delete these messages once their administrative purpose is served.
2. All other messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Such records are subject to public inspection and copying.
3. E-mail should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other “confidential” City business. In general, e-mail is discoverable in litigation, and even deleted e-mail is not necessarily removed from the system. Confidential e-mail communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.
4. E-mail between Councilmembers and Councilmembers and staff should not be transmitted to the public or news media unless a public records request has first been filed with the City Clerk.
5. E-mail will not be used for personal use, since Councilmembers’ conventional e-mail addresses include the City’s “return address.”
6. Councilmembers will not exchange emails or text messages during public Council meetings.

9.05 Role of Public Engagement

The City treats public engagement as an integral part of effective and trusted governance, not just an occasional process or activity. The City treats engagement as a “multi-channel” endeavor that includes face-to-face meetings, virtual interactions, and other online communications. The City encourages collaboration in public engagement efforts with other government jurisdictions and authorities, community-based organizations, civic groups, and individual residents.

To ensure public engagement centers on the needs and goals of community members, the city upholds the following principles:

A. Equity in engagement

Principles of justice, equity, diversity, and inclusion should guide the design and execution of public engagement activities.

B. Accessibility in engagement

Public engagement activities should be broadly accessible in terms of schedule, location, facilities, and information and communication technologies.

C. Accountability in engagement

There should be meaningful opportunities for community members to bring issues, concerns, and priorities to city officials to influence city policy, ordinances, and actions.

D. Collaboration in engagement

Public engagement efforts should build on and help develop long-term, collaborative working relationships and mutual learning opportunities with residents of all ages, civil groups, organizational partners, and other governments.

E. Evaluation of engagement activities

Public engagement activities and the state of engagement overall should be evaluated through participant feedback, analysis, and learning that is shared publicly and broadly.

Chapter 10

Conflicts of Interest, Appearance of Fairness Doctrine, and Liability of Elected Officials

10.01 Conflicts of Interest

The conflict-of-interest law is one of the most complicated. To understand its effect on a Councilmember's actions, it is suggested that members discuss the law and potential conflicts with a private attorney or the City Attorney. It is imperative that Councilmembers identify in advance what their conflicts are.

Municipal officers are required to declare a conflict of interest and are prohibited from participating or otherwise being involved in discussions on issues or contracts where such an interest exists. It is illegal to fail to declare a conflict of interest, or to participate or otherwise be involved in discussions on issues or contracts where such an interest exists. Violations of the conflict-of-interest law may result in significant penalties, including criminal prosecution.

In circumstances where only a "remote interest" (see below) exists, after disclosure of the interest to other Councilmembers and in the meeting minutes, the Council may approve the contract to which a Councilmember has a remote interest, absent participation in the voting by the Councilmember with the remote interest, but only if the Councilmember refrains from any attempt to influence other members to approve the contract.

It is recommended that each Councilmember read RCW Chapter 42.23, [Code of Ethics for Municipal Officers –Contract Interests](#)

A. Applicability

All City officers, elected and appointed, are subject to the conflict-of-interest law in [RCW Chapter 42.23](#). This includes Councilmembers.

B. Remote Interest Definition

Remote Interests are those deemed so minor that they do not constitute illegal conflicts of interest. Remote interests exist when a City official is:

- A non-salaried officer or member of a nonprofit corporation doing business or requesting money from the City. Therefore, being such an officer or member would not constitute a conflict.
- The landlord or tenant of a contracting party. For instance, a Councilmember may lease office space to a party which has a private interest in a public matter without it resulting in a conflict of interest.

- The owner of less than 1 percent of the shares of a corporation or a cooperative doing business with the City.
- An employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary.

C. Acts Not Constituting a Conflict of Interest

- Receiving municipal services on the same terms and conditions as if not a City official. Thus, when a Councilmember who owns a business within the City votes for or against an increase in the business license fees, a conflict would not exist because this action would apply to all businesses in the City's corporate limits.
- An officer or employee of another political subdivision or public agency unless it is the same governmental entity being served who is voting on a contract or decision which would not confer a direct economic benefit or detriment upon the officer. Therefore, a Councilmember who is a schoolteacher may vote to enter into an intergovernmental agreement with the school district, unless such agreement would confer some direct economic benefit, such as a salary increase, upon the Councilmember.
- A member of a trade, business, occupation, profession, or class of persons and has no greater interest than the other members of that trade, business, occupation, or class of persons. A class must consist of at least ten members to qualify the interest as remote.
- See RCW 42.23.030 for additional examples.

D. Declaration of a Conflict

When a substantial interest exists, the City official must:

- Refrain from voting or in any way influencing a decision of the City Council; and
- Declare that a conflict of interest exists and make it known in the official records of the City.

Should a situation arise wherein a majority of Councilmembers or a majority of a quorum of those present at a Council meeting have a substantial conflict of interest, state law provides that if the conflict of interest statutes prevent the City Council from acting as required by law in its official capacity, such action shall be allowed if the members of the Council with the apparent conflicts of interest make them known on the record.

E. City Attorney Opinions

A Councilmember's request for an opinion from the City Attorney concerning conflict of interest is confidential. Councilmembers may seek advice from a private attorney, at their own expense, concerning potential conflicts. In such cases, no disclosure policy would apply.

F. Filing of Disclosures

The City Clerk maintains a file for all disclosures and legal opinions of conflicts of interest.

G. Apparent Conflict of Interest in Litigation Matters

A Councilmember who actively supports a position contrary to an official City of Olympia action or position, as adopted or ratified by a majority of the City Council, should recuse themselves and not participate in any vote, deliberation, executive session, or distribution of confidential information regarding further consideration or action in that matter once litigation has been served or filed regarding the matter. Litigation shall include but is not limited to legal action or appeals of any type including Growth Management Hearings Board appeals.

- The fact that a Councilmember voted in opposition or expressed an opinion in opposition to the official action or position prior to the filing or service of litigation shall not, by itself, be sufficient to trigger the need for recusal or non-participation.
- Once litigation has been served or filed, communication regarding the case with anyone other than City staff or legal counsel involved in the litigation of the case is discouraged during the pendency of the litigation.
- Councilmembers shall voluntarily recuse themselves and choose not to participate under the conditions listed above; however, if Councilmembers fail to voluntarily recuse themselves or withdraw from participation, any other Councilmember may challenge the ongoing participation and request the challenged Councilmember to disclose any communication and participation with regard to the pending litigation.
- If the apparent conflict still cannot be resolved voluntarily after such challenge, a majority plus one of the Council as a whole may vote to sanction and remove the challenged Councilmember from further participation with regard to the pending litigation on the basis of an apparent conflict of interest.
- Later legislative participation by a previously recused or sanctioned Councilmember, related to the same issue, is not prevented by the provisions of this subsection once the conflict no longer exists or the litigation has terminated.

10.02 Liability

The City must always approach its responsibilities in a manner that reduces risk to all involved. Nevertheless, with such a wide variety of high-profile services (i.e., police, parks, roads, land use), risk cannot be eliminated. To better manage insurance and risk, the City participates in risk- and loss-control activities.

For risk management purposes, never admit liability unless authorized to do so by the City Attorney. It is best to not comment on such issues, and let the proper investigative authorities determine liability. Councilmembers should consult the City Attorney on liability issues.

It is important to note that violations of certain laws and regulations by individual members of the City Council may result in the member being personally liable for damages which would not be covered by the City's insurance. Examples may include discrimination, harassment, or fraud.

OMC [Chapters 2.70](#) and [2.72](#) address defense of employees and officers for acts or omissions or in recall proceedings.

Chapter 11

Council Compensation and Expenses

11.01 Council Compensation

The Olympia Municipal Code provides for payment of a salary to members of the City Council. A seated City Council may not increase or decrease its own compensation.

[OMC Chapter 2.05](#) establishes an Independent Salary Commission which sets Council salaries.

11.02 Independent Salary Commission

A. Purpose

The Olympia Municipal Code [Chapter 2.05](#) provides for an Independent Salary Commission to determine compensation and benefits for the Mayor, Mayor Pro Tem, and Councilmembers.

B. Selection of Commissioners

The Commission consists of five (5) residents who serve a two-year term and must be a resident of the City for at least one year immediately preceding such appointment. They are selected by the Mayor and recommended to the full Council for approval. Commissioners do not receive compensation for their service, but can receive a stipend per meeting to defray expenses such as transportation, meals, and childcare.

The Human Resources Director serves as staff support for the Commission.

C. Schedule

The Independent Salary Commission must meet annually per [OMC 2.05.050\(D\)](#). Once a salary schedule is approved by the Commission, it must file a salary and compensation schedule with the City Clerk no later than October 1. The salary and compensation schedule becomes effective 30 days after publication. It is subject to a referendum petition.

11.03 Council Expenses

The City Annual Operating Budget includes appropriations for expenses necessary for Councilmembers to undertake official City business. Funding provided includes membership in professional organizations; attendance at conferences or educational seminars; travel to Olympia's sister City, Kato City, Japan; and the purchase of publications and office supplies.

A. Travel Policy

It is the general policy of the City to pay for mileage, transportation, lodging, meals, and other necessary travel expenses incurred while on official City business. Members of the City Council and City boards and commissions are subject to the [City's Travel Policy](#).

11.04 Retirement Options

City Councilmembers may be eligible to enter the State of Washington Public Employee Retirement System (PERS) at the beginning of their term. By law, staff is not allowed to recommend benefit or retirement options. Please contact Washington State Department of Retirement Systems (DRS) for more information:

Web site: www.drs.wa.gov E-mail: recap@drs.wa.gov

11.05 Financial Disclosure

Candidates for the office of Councilmember must file a financial disclosure statement with the Washington State Public Disclosure Commission within two weeks of filing a nomination paper. When appointed to fill a vacancy on the Council, the appointee must file a financial disclosure statement with the Commission, covering the preceding 12-month period, within two weeks of being so appointed. Councilmembers are required to file a financial disclosure statement with the Commission on an annual basis after January 1 and before April 15 of each year covering the previous calendar year. Councilmembers whose terms expire on December 31 must file the statement for the year that ended on that December 31. Statements filed in any of the above cases will be available for public inspection.

Failure to file or filing a false or incomplete financial disclosure statement, if done knowingly, is a Class 1 Misdemeanor. There are also civil penalties for violations.

Chapter 12

Leaving Office

12.01 Return of Materials and Equipment

During their service on the City Council, members may have acquired or been provided with equipment such as computers or other items entailing a significant expense, as well as keys, etc. These items are to be returned to the City at the conclusion of a member's term.

12.02 Filling Council Vacancies

The purpose of this section is to provide guidance to the City Council when an Olympia Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled by appointment only until the next regular municipal election is certified.

[OMC 02.04.040](#) (Vacancies—Filling) provides that "in the event of the extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember pro tempore to serve in their absence or disability. In the event of an absence resulting from death, resignation, or removal of a Councilmember from office, the remaining members by majority vote shall appoint a qualified person to fill the vacancy until the person elected to serve the remainder of the unexpired term takes office. If thirty (30) days pass after the occurrence of the vacancy and Council is unable to agree upon a person to be appointed to fill a vacancy in the Council, the Mayor may make the appointment from among the persons nominated by members of the Council. If the vacant position is the Mayor's position, the Mayor Pro Tem shall make the appointment from among those persons nominated by the Council, within thirty (30) days after the occurrence of the vacancy if the Council is unable to agree."

A. References

[RCW 42.30.110\(h\)](#) – Executive Session Allowed to Consider Qualifications of a Candidate for Appointment to Elective office.

[RCW 42.30.060](#) – Prohibition on Secret Ballots.

[RCW 42.12](#) – Vacant Position.

[RCW 35A.13.020](#) – Vacancies – Filling of Vacancies in Council/Manager Form of Government.

B. Appointment Process

A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in [RCW 42.12.010](#), including resignation, recall, forfeiture, written intent to resign, or death of a Councilmember, and as provided in [OMC 2.24.030](#)

and [2.04.040](#). The Councilmember who is vacating their position cannot participate in the appointment process.

The City Council shall request that the City Manager prepare a recruitment and interview process proposal and scope of work to present to the City Council for discussion and concurrence within a timeline agreed to by a majority of the Council. It has been the past practice of the Olympia City Council to conduct an open call of applications within a specified application timeline, to post all viable applications on the City's website after the close of the application timeline, and to interview all candidates who submit an application that meets the minimum requirements of State law and the Olympia Municipal Code.

If the City Council does not appoint a qualified person to fill the vacancy within 90 days of the declared vacancy, [RCW 42.12.070\(4\)](#) delegates appointment powers to the county legislative authority (i.e., the Thurston County Board of County Commissioners).

Chapter 13

Additional Training and Resource Materials

13.01 Association of Washington Cities Mayor and Council Handbook

<https://wacities.org/> The Association is a voluntary, nonpartisan, nonprofit association comprised of all incorporated cities and towns in Washington.

13.02 National League of Cities

www.nlc.org A non-partisan organization serving municipal governments, the NLC works to establish unified policy positions, advocates those policies forcefully, and shares information that strengthens municipal government throughout the nation.

13.03 International City/County Management Association

[https://icma.org/](http://www.icma.org/) ICMA is a professional and educational association of local government administrators that serves to enhance the quality of local government through professional management and to support and assist professional local government administration. The Association's *Elected Officials Handbook* series can be of great value to Councilmembers. Publications are also available through ICMA concerning every basic city service.

13.04 Government Finance Officers Association

www.gfoa.org GFOA is a professional association of state and local finance officers. The Association administers a broad range of services and programs related to government financial management.

13.05 Municipal Research & Services Center of Washington

www.mrsc.org MRSC is a nonprofit, independent organization created in 1969 to continue programs established in 1934 under the Bureau of Governmental Research at the University of Washington. One of the principal services of MRSC is to respond to inquiries on virtually every facet of local government.

13.06 Glossary of Terms

Adjourn: to end the meeting

Agenda: summarization of items scheduled to be heard and acted upon at a public meeting

Amend: to change a motion

Conflict of interest: exists when a Councilmember may have a personal interest in the outcome of a Council action. When a substantial conflict of interest exists, a City official must declare such and refrain from participating in or influencing the discussion or vote on the item.

Consent agenda: a listing of non-controversial items presented to Council for their collective approval

Council packet: a compilation of Council Communications with reports and supporting documentation for items to be considered by Council

Debate: discussion about a motion

Decorum: behavior that is conducive to carrying on debate in a smooth and orderly manner. To maintain proper decorum and order, the following practices and customs are observed by members of the assembly: (1) confining remarks to the merits of the pending question; (2) refraining from attacking a member's motives; (3) addressing all remarks through the chair;

(4) avoiding the use of members' names; (5) refraining from speaking adversely on a prior action not pending; (6) reading from reports, quotations, etc., only with permission; and (7) refraining from disturbing the assembly

Emergency clause: a clause added to ordinances or resolutions declaring them to be of more than ordinary public need and necessity and putting them into effect immediately upon adoption. Ordinances and resolutions adopted without the emergency clause go into effect 30 days from the date of adoption.

Formal action: an act or direction of the City Council directing things to be done or recorded, but not requiring an ordinance or resolution.

Germane: closely related to, or having bearing on, the subject

In order: relevant to the business at hand

Incidental motion: is a question of procedure that arises out of other motions. An incidental motion must be considered before the other motion. Incidental motions yield to privileged motions and to the motion to table. They are not debatable, except "appeal" and in this case, the presiding officer may submit to the assembly for a decision. Motions of this classification include (listed in order of precedence): (1) point of order; (2) appeal the decision of the chair; (3) suspension of rules; and, (4) parliamentary inquiry

Main motion: introduces an item of business to the Council for its consideration. A main motion cannot be made when another motion is before the Council. A main motion yields to privileged, subsidiary and incidental motions.

Majority: more than one-half of the members present

Miscellaneous motions: not conveniently classified as subsidiary, incidental, or privileged, but which are in common use. These include: (1) take from the table; (2) reconsider; and (3) rescind.

Motion: a formal proposal by a member, put to the Council for a decision by vote

Municipal code: the codification of general ordinances adopted by Council.

Ordinance: an action that has the effect of making or amending or repealing substantive city law

Parliamentary procedure: a set of rules for conduct at meetings. It allows everyone to be heard and to make decisions without confusion.

Point of order: to raise a question of order. Point of order is pronounced when a member thinks that the rules of the assembly are being violated, thereby calling upon the chair for a ruling and an enforcement of the regular rules.

Privileged motions: concern special or important matters not related to pending business. Privileged motions are most urgent and are of highest importance. Such a motion takes precedence over any pending question. Privileged motions are not debatable. They must be concerned with the rights of the assembly as a whole and the rights of each member in relation to the assembly. Privileged motions include the following and are listed in order of precedence: 1) adjourn; (2) recess; (3) question of privilege.

Protocol: a code prescribing strict adherence to correct etiquette and precedence

Quasi-judicial proceedings: those proceedings in which the City Council is required to make findings based on an evidentiary record. In quasi-judicial proceedings, the City Council sits in a judicial capacity, and is required to make findings based on the evidence and records presented. Examples of quasi-judicial proceedings heard by the City Council include site specific rezones.

Quorum: the number of members that must be present for the meeting to be called to order and to conduct business legally. A quorum of the Olympia City Council consists of four members, when all seven Council seats are filled.

Resolution: a formal, permanent, or long-standing expression of intent or public policy of the City

Second: a verbal signal from a member that they wish Council to consider the proposed motion

Special meeting: an unscheduled public meeting of the City Council held to act on an item(s) requiring immediate consideration. Special meetings must be posted 24 hours prior to the time of the meeting in order to be held.

Subsidiary motion: changes or affects how the main motion is handled. This motion is voted on before the main motion. Subsidiary motions yield to all privileged and incidental motions and subsidiary motions above it in order of rank: (1) lay on the table (postpone temporarily); (2) the previous question (close debate); (3) limit or extend limits of debate; (4) postpone definitely or to a time certain; (5) commit, refer, or recommit to committee; (6) amend (change or modify a motion); (7) postpone indefinitely (kill a motion)

Title: the lead-in paragraph of an ordinance or resolution declaring its purpose. The title appears on the meeting agenda.

Voting: how motions are accepted or rejected by the Council

13.07 Parliamentary Procedure

Motions

Business is brought before the council by motions, a formal procedure for taking actions. To make a motion, a councilmember must first be recognized by the mayor. After the councilmember has made a motion (and after the motion is seconded if required), the chair must then restate it or rule it out of order, then call for discussion. Most motions require a second, although there are a few exceptions.

Robert's Rules

The following summarizes important points from Robert's Rules of Order.

- Only one subject may be before a group at one time. Each item to be considered is proposed as a motion which usually requires a "second" before being put to a vote. Once a motion is made and seconded, the mayor places the question before the council by restating the motion.
- "Negative" motions are generally not permitted. To dispose of a business item, the motion should be phrased as a positive action to take, and then, if the group desires not to take this action, the motion should be voted down. The exception to this rule is when a governing body is asked to take action on a request and wishes to create a record as to why the denial is justified.
- Only one person may speak at any given time. When a motion is on the floor, an order of speaking is prescribed by Robert's Rules, allowing the mover of a motion to speak first, so that the group understands the basic premise of the motion. The mover is also the last to speak, so that the group has an opportunity to consider rebuttals to any arguments opposing the motion.
- All members have equal rights. Each speaker must be recognized by the moderator prior to speaking. Each speaker should make clear their intent by stating, "I wish to speak for/against the motion" prior to stating arguments.
- Each item presented for consideration is entitled to a full and free debate. Each person speaks once, until everyone else has had an opportunity to speak.
- The rights of the minority must be protected, but the will of the majority must prevail. Persons who don't share the point of view of the majority have a right to have their ideas presented for consideration, but ultimately the majority will determine what the council will or will not do.

13.08 Summary of Council Appointed Boards, Committees and Commissions

Board/Committee/Commission	Members	Special Requirements
Arts Commission Forwards recommendations to Council for public art projects and Programs	Majority of members must be residents of the City of Olympia's Urban Growth Area 9 members, 3-year terms	
Bicycle & Pedestrian Advisory Committee Advise Council on encouraging biking and walking, reviews the City's annual Capital Facilities Plan and make recommendations about bicycle and pedestrian projects in the Plan	Majority of members must be residents of the City of Olympia's Urban Growth Area 9 members, 3-year terms	
Civil Service Commission Considers personnel matters relating to the civil service rules that govern the appointment, promotion, transfer, layoff, recruitment, retention, classification, removal, discipline and welfare of Olympia Police and Fire Departments	Each member must be a resident of the City of Olympia and a registered voter in Thurston County. 3 members, 6-year terms	
Design Review Board Review requirements and guidelines in the review of public and private projects through the City and the Olympia urban growth area.	9 members, 3-year terms	2 members must be architects

Board/Committee/Commission	Members	Special Requirements
Heritage Commission Advise Council on matters related to the recognition, enhancement and continued use of buildings, sites, districts and objects of historical significance within the City and serve as the City's primary resource in matters of historic preservation	Majority of members must reside in the City of Olympia or Olympia's Urban Growth Area 11 members, 3-year terms	4 members must be professionals from fields such as architecture, historic preservation, anthropology, history and law who have experience identifying, evaluating and protecting historic places
LEOFF Disability Board Administer State law (RCW 41.26 Law Enforcement Officers and Fire Fighters retirement system) regarding all requests for disability leave, medical and dental treatment, and disability retirement for City of Olympia members of the LEOFF 1 pension system.	5 members	Members consist of the Mayor or Mayor appointee, one Councilmember, one active or retired firefighter representative, one active or retired law enforcement officer representative, and one member of the public-at-large appointed by the remaining members of the Board
Lodging Tax Advisory Committee Recommends budget proposals to Council.	Majority of members must reside in the City or Olympia's Urban Growth Area or represent agencies located in Olympia. 5 members, 3-year terms	Two members represent businesses required to collect the tax, two members represent activities authorized to be funded by the tax, one member from the City Council who serves as the Chair

Board/Committee/Commission	Members	Special Requirements
Parking & Business Improvement Area Board (PBIA) Advisory to Council on how to invest PBIA funds and serves as a communication link between downtown businesses (ratepayers) and the City government	13 members	Members elected annually by the PBIA ratepayers
Parks & Recreation Advisory Committee Makes recommendations to Council regarding parks and recreation plans, policies, programs, and projects.	50% of members must reside in the City of Olympia or the City's Urban Growth Area. 9 members, 3-year terms	
Salary Commission Reviews and establishes the salaries for all seven members of the City Council.	Members must be residents of the City of Olympia, citizens of the United States, and electors of Thurston County 5 members, 2-year terms	Appointed by the Mayor and approved by Council
Social Justice & Equity Commission Eliminate racism and fulfill human rights for a just and equitable Olympia for all people – responds to discrimination, serves as advisory to Council, guides outreach and education	Members must reside or work in the City of Olympia or Olympia's Urban Growth Area 11 members, 3-year terms	

Board/Committee/Commission	Members	Special Requirements
Thurston Community TV Board	1 member, 2-year term	TCTV Board made up of member representatives, community representatives, and jurisdictional representatives from Olympia, Lacey, Tumwater, and Thurston County
Utility Advisory Committee Advises Council, City Manager's Office, and the Public Works Department on utility policy matters for the City's four public utilities: Water, Wastewater, Storm and Surface Water, and Waste ReSources	Majority of members must reside in the City of Olympia or Olympia's Urban Growth Area. 9 members, 3-year terms	

13.09 Interagency and Regional Bodies

Interagency and Regional Bodies	Delegate/Alternate	Staff Support
Animal Services	Elected Official	Assigned
Capitol Lake Future Process	Elected Official	Assigned
Communications Board (TCCOM911)	Elected Official	Fire Chief
Downtown Improvement District Advisory Committee	Elected Official	Economic Development Director
Economic Development Council	Elected Official	Economic Development Director
EMSC (Medic 1)	Elected Official/Staff	Assigned
Intercity Transit Authority Board	Elected Official	Public Works Staff
JBLM Rep	Elected Official/Staff	
Law & Justice Council	Elected Official	Assigned
LEOFF I Disability Board	Elected Official	Finance Staff
LOTT Board of Directors	Elected Official	Public Works Staff
Nisqually River Council	Elected Official	Public Works Staff
Olympic Region Clean Air Agency	Elected Official	Assigned
Regional Fire Authority	Elected Official	City Manager
Regional Housing Council	Elected Official	Assigned
Regional Transportation Policy Board (Subcommittee of TRPC)	Elected Official	Public Works Staff
Sea Level Rise Governance Committee	Elected Official	Public Works Staff
Thurston Climate Mitigation	Elected Official	Assigned
Thurston County Solid Waste Advisory Committee (SWAC)	Elected Official	Waste ReSources Director

Interagency and Regional Bodies	Delegate/Alternate	Staff Support
Thurston Regional Planning Council	Elected Official	Community Planning & Development Director
Tribal Relations	Elected Official	City Manager
Visitors and Convention Bureau	City Staff	Economic Development Director
Coalition of Neighborhood Assns.	Elected Official	Community Planning and Development Director
Liaison to The Washington Center	City Staff	Economic Development Director
Lodging Tax Advisory Committee	Elected Official	Economic Development Director
Mayors Forum	Mayor	Assistant to the <u>City Council</u>
Finance Committee	Elected Officials (3)	Finance Director
Community Livability & Public Safety Committee	Elected Officials (3)	Assistant City Manager
Land Use and Environment Committee	Elected Officials (3)	Community Planning & Development Director
Regional Fire Authority Planning Committee	Elected Officials (3)	Jay Burney

Deleted: City Manager

13.10 Select Referenced Web Links

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Annual Work Plan

https://cms7files.revize.com/olympia/Document_center/Government/City%20manager/2023-City%20Work-Plan.pdf

Optional Municipal Code

<https://apps.leg.wa.gov/rcw/default.aspx?Cite=35a>

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Olympia Municipal Code

https://www.olympiawa.gov/government/codes,_plans___standards/municipal_code.php

City Policies

<https://www.codepublishing.com/WA/Olympia/?policies/OlympiaPolicies05.html&?f>

Comprehensive Plan

https://cms7.revize.com/revize/olympia/government/codes,_plans___standards/olympia_comprehensive_plan.php

Capital Facilities Plan

https://cms7files.revize.com/olympia/Document_center/Government/Advisory%20Committees/CFP-adopted-2020-2025.pdf

Annual Operating Budget

<https://stories.opengov.com/olympiawa/published/2oRp7k15e>

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Annual Financial Report

https://www.olympiawa.gov/government/budget_financial_reports.php

Page 29

Information Services Security Policies

<https://www.codepublishing.com/WA/Olympia/?policies/OlympiaPolicies26.html>

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MRSC's FAQ on Open Public Meetings

<https://mrsc.org/explore-topics/legal/open-government/open-public-meetings-act>.

Page 58

Long Term Financial Strategy

https://cms7files.revize.com/olympia/Document_center/Government/City%20Council%20&%20Mayor/Council-Resources/LongTermFinancialStrategy-10.11.23.pdf

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Guidelines for Local Government Agencies in Election Campaigns

<https://www.pdc.wa.gov/rules-enforcement/guidelines-restrictions/guidelines-local-government-agencies-election-campaigns>

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Code of Ethics for Municipal Officers – Contract Interests

<https://app.leg.wa.gov/rcw/default.aspx?cite=42.23>

Appendix

Appendix A: City Procedures

- Advisory Committee/Commission [Rules of Procedures](#)
- [Emergency Management](#)
- Required City Training:
 - [OPMA](#)
 - [Public Records](#)
 - [Cybersecurity](#)
- City Policies:
 - [Compliance with State and Federal Discrimination Laws](#)
 - [Credit/Merchant Card Procedures and Guidelines](#)
 - [Travel](#)
 - [Miscellaneous Expense](#)
 - [Food](#)
 - [Recognition](#)
 - [Technology](#)

Appendix B: City Master Plans and Strategic Plans

- [Shoreline Master Plan](#)
- [Capital Facilities and 6-Year Financial Plan](#)
- [Transportation Master Plan](#)
- [One Community Plan](#)
- [Climate Mitigation Plan](#)
- [Downtown Strategy](#)
- [Parks Master Plan](#)

Appendix C: City Council Referral Form

 City Council Referral Request

Tracking Number
(Provided by Staff) _____ Date of Referral _____ Requester _____

Referral To Study Session Work Session
 Staff Committee of the Chairs
 Community Livability & Public Safety Finance Committee
 Land Use & Environment Committee Advisory Committee (type here)

Problem Statement
A clear concise description of the issue(s) that need(s) to be addressed.

Request
What is being requested to assist in addressing the issue described in the problem statement?

Relationship to City Business or Proposed City Business/Services
Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City's issue to address? How will this create a more adaptive and resilient organization? How will this enhance the City's work to further equity, climate, and social justice?

Connection to Comprehensive Plan

Choose all that apply.

- Public Health and Safety**
A safe and welcoming Community; reliable and responsive emergency services; a safe and reliable water supply; public Infrastructure in the City is well-maintained; adequate food and shelter
- Community Livability**
A commitment to a diverse, equitable, and inclusive community; access to affordable and stable housing; a safe transportation system with options for everyone; recreation opportunities for everyone; Connections to our culture and history
- Downtown**
Vibrant, attractive urban destination; a safe and welcoming downtown for all; a mix of urban housing options; a variety of businesses; connections to our cultural & historic fabric; engaging arts & entertainment experience
- Economy**
Abundant local products and services; a thriving arts and entertainment industry; sustainable quality infrastructure; a stable thriving economy

Environment

Clean water & air; a daily connection to nature; preserved quality natural areas; a toxin-free community; a waste free culture

Neighborhoods

Distinctive places & gathering spaces; nearby goods & services; neighborhoods that are engaged in community decision making; safe and welcoming places to live

Options

Describe proposed options for moving the idea or issue forward for the meeting body to consider.

Timing

Is this issue time sensitive, are there other timing factors to consider?

Supporting Documentation (Work Plan, Transportation Master Plan, Parks Plan, etc)

Are there documents that support your request or that should be considered?

Councilmember Signatures

Two Councilmembers must support the request including the Chair of the Committee of referral. (Cannot be a committee quorum unless discussed at an open public meeting of the committee.)

Sponsoring Councilmember

1. _____

Councilmember

2. _____

Councilmember

Staff Supplement

Staff will review the request to generate administrative impacts to be considered as part of proposal (staff to initial after their review):

Budget Impacts:

Legal Review (to include regulatory authority):

Policy implications:

Implementation Considerations:

Staff Liaison:

Council Guidebook 2025

Update Summary

Topics to address:

1. Updates to add Assistant to the City Council support position
2. Remove Chapter 2, Section 2.01.B – Council Non-Participation in Judicial Matters



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of a Resolution Authorizing the Renewal and Extension of a Lease Agreement with Great India Cuisine, Inc. for of City Owned Property Located at 116 4th Avenue West

Agenda Date: 1/6/2026
Agenda Item Number: 4.C
File Number: 25-1031

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Authorizing the Renewal and Extension of a Lease Agreement with Great India Cuisine, Inc. for of City Owned Property Located at 116 4th Avenue West

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve a Resolution authorizing the renewal and extension of a Lease agreement with the Great Indian Cuisine, Inc. for City owned property located at 116 4th Avenue West.

Report

Issue:

Whether to approve a Resolution authorizing the renewal and extension of a Lease agreement with the Great Indian Cuisine, Inc. for City owned property located at 116 4th Avenue West.

Staff Contact:

Jennica Machado, Economic Development Director, Community Planning and Economic Development, 360.480.9167

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

In December 2018, the City of Olympia acquired the property at 116 4th Avenue West, where Great India Cuisine was operating under a lease set to expire in February 2019. Although the tenant held an option to extend the lease for five years, that option was not exercised. The City allowed the restaurant to continue operating while evaluating future use of the site, and a new three-year lease was executed in April 2019. In November 2022, the City Council approved a two-year Lease renewal and extension and granted the City Manager authority, through Resolution 2393, to execute up to

four additional six-month extensions. Extensions 1 - 4 were executed between January 2024 and July 2025.

The final of these extensions is set to expire on January 31, 2026, requiring City Council approval for any further continuation of the lease. The proposed action authorizes a new Lease renewal and extension with Great India Cuisine, Inc. for continued use of the City owned property, under the terms and conditions included in the attached lease agreement which states an approved one-year lease with up to four additional six-month amendments. The lease sets rent at \$1,815 per month, maintaining the same rent cost as previous leases.

Approval of the Resolution will authorize the City Manager to execute on behalf of the City of Olympia the Lease renewal and extension, and any other documents necessary to execute said agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent, ensuring uninterrupted tenancy while the City evaluates long-term plans for the site.

Climate Analysis:

There are no climate impacts related to this item.

Equity Analysis:

Approval of the lease renewal ensures continuity for a long-standing small business and maintaining stable tenancy at this location supports downtown occupancy while the City continues future planning.

Neighborhood/Community Interests (if known):

No neighborhood or community comments have been received regarding the agreement.

Financial Impact:

The lease renewal will generate \$1,1815 per month in rent.

Options:

1. Move to approve a Resolution authorizing the renewal and extension of a Lease agreement with the Great Indian Cuisine, Inc. for City owned property located at 116 4th Avenue West.
2. Modify the Resolution to authorize the renewal and extension of a Lease of City-Owned Property Located at 116 4th Avenue W to the Great India Cuisine, Inc.
3. Do not approve the Resolution- If the Resolution is not approved, the current lease would expire, and Great India Cuisine may be required to vacate the property.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LEASE
AGREEMENT BETWEEN THE CITY OF OLYMPIA AND GREAT INDIA CUISINE, INC., FOR CITY PROPERTY
AT 116 4TH AVENUE WEST IN THE CITY OF OLYMPIA**

WHEREAS, in December 2018, the City of Olympia acquired title to the real property located at 116 4th Avenue West, where Great India Cuisine, Inc. was operating a restaurant under a lease set to expire in February 2019; and

WHEREAS, Great India Cuisine had an option to extend its lease for a five-year term, but allowed the lease to lapse in February, 2019, without exercising the option. However, the City allowed the restaurant to continue operating while evaluating future use of the site, and a new three-year lease was executed in April 2019; and

WHEREAS, on November 22, 2022, the Olympia City Council approved a two-year Lease renewal and extension and granted the City Manager authority, through Resolution No. 2393, to execute up to four additional six-month extensions. Extensions #1 through #4 were executed between January 2024 and July 2025; and

WHEREAS, Extension #4 is set to expire on January 31, 2026, requiring Council approval for any further continuation of the Lease with Great India Cuisine, Inc. for continued use of the City-owned property, under the terms and conditions included in the attached Lease Agreement, which states an approved one-year lease with up to four additional six-month extensions. The lease sets rent at \$1,815 per month, maintaining the same rent cost as previous leases; and

WHEREAS, the Lease Agreement shall not be extended past December 31, 2028, without additional authorization of the Olympia City Council at an open public business meeting; and

WHEREAS, the Council considers it to be in the best interests of the residents of the City of Olympia to approve the Lease Agreement with Great India Cuisine, Inc., ensuring an uninterrupted tenancy while the City evaluates long-term plans for the site;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the form of the new Lease Agreement between the City of Olympia and Great India Cuisine, Inc. for the City owned premises at 116 4th Avenue West in the City of Olympia, and the terms and conditions contained therein.
2. The City Manager or designee is authorized and directed to execute on behalf of the City of Olympia the Lease Agreement and any other documents necessary to execute said Lease Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Lease Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is between the City of Olympia, a Washington municipal corporation ("LESSOR"), and LESSEE, Great India Cuisine, Inc. a Washington corporation, ("LESSEE"), jointly referred to in this Lease as "the Parties" or singularly as a "Party." This Lease is not effective until the "Effective Date" (as defined in Paragraph 18.20 below).

RECITALS

LESSOR is the owner of certain real Premises located at 116 – 4th Avenue West, Olympia, Thurston County, Washington. LESSEE holds a lease at that location through January 31, 2026.

LESSEE wishes to lease the premises from LESSOR for the sole purpose of using it for a restaurant and restaurant services.

The signatories to this Lease acknowledge that they are authorized to execute this Lease and any associated documents.

The Parties enter into this Lease to memorialize the terms and conditions under which LESSOR will lease the Premises to LESSEE.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Leased Premises. LESSOR hereby leases to LESSEE the premises located at 116 – 4th Avenue West, Olympia, Thurston County, Washington and more specifically described in the legal description set forth in "Exhibit A," which is attached hereto and incorporated by reference ("the Premises").
2. Use and Occupancy. LESSEE shall use the Premises as a site for a restaurant and for no other purpose or use without the express written consent of LESSOR.
3. Term. The term of this Lease is from the effective date to December 31, 2026, and may be renewed for an additional term in increments of six (6) months for up to two (2) years upon mutual written agreement of the Parties, subject to the terms of this Lease and any written modifications or amendments. In the event LESSEE ceases to use the Premises for the express purpose stated in this Lease, the tenancy will automatically terminate without further notice and the LESSEE shall vacate the premises. LESSOR or LESSEE may terminate this lease, with or without cause, with 90 days' written notice to the other Party.

4. Acceptance of Premises As Is. LESSEE accepts and acknowledges use of the Premises in its "as is" condition.
5. Rent. LESSEE shall pay LESSOR the sum of \$1,815 per month as rent for the Premises. Said rental payment is due and payable on or before the first day of each month. A late fee of \$100 shall be added for any payment received by LESSEE on the fifth day of the month for which it is due, or later. LESSEE may be considered by LESSOR to be in default of this Lease if rent is paid after the 20th day of the month for which rent is due. Rent checks shall be mailed to:

City of Olympia
Accounts Receivable
PO Box 7966
Olympia WA 98507-7966

6. Maintenance and Repairs.
 - (a) Ordinary Maintenance/Repair. LESSEE shall provide, at its sole expense, janitorial services, to include vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning, including maintenance of all landscaping upon the leased premises, including replacement of light bulbs or fixtures, painting, interior repair, and toilet articles. LESSEE is responsible for all repairs necessary due to the negligence of LESSEE, its agents, invitees, contractors, employees, or restaurant patrons.
 - (b) Extraordinary Maintenance/Repair. If significant maintenance or repair is required due to a major system failure, major maintenance, or a structural issue, as determined solely by LESSOR (for example, an electrical system failure or a new roof), LESSOR may terminate this lease in the same manner as in Section 8 as if damaged by casualty.
7. Repairs and Alterations. LESSEE agrees to keep the leased premises clean and in a sanitary condition, to repair and/or pay for the repair of any and all damage to the leased premises caused by LESSEE, its agents, invitees, contractors, employees, or patrons, and upon surrendering possession, to leave the leased premises in good condition, except for ordinary wear and tear. LESSEE will not make any alterations, additions, or improvements without the prior written consent of LESSOR. LESSEE will not commit any waste or damage of the leased premises.
8. Damage by Casualty. In the event the premises is destroyed or damaged by fire or other casualties so that the same shall be unfit for use or occupancy, then LESSOR shall, within 15 days after said casualty, notify LESSEE whether or not LESSOR elects to rebuild the premises and lease it in the same manner. If LESSOR elects not to rebuild the premises, then this lease is thereby terminated and all rents will be adjusted as of the date of LESSOR's termination decision. If LESSOR elects to rebuild the premises, then the rent shall be suspended for such period as LESSEE is not in possession and until the premises can be made fit for LESSEE's occupancy. LESSOR and LESSEE hereby expressly waive their right of subrogation against the other party and waive their entire claim of recovery against the

other party for loss, damage, or injury from fire or other casualty, included in the extended coverage insurance endorsement, whether due to negligence of any of the Parties, their agents, or employees, or otherwise.

To the extent required by law, LESSEE shall pay prevailing wages to persons performing work on the Premises.

9. **Utilities.** LESSEE is financially responsible for and shall pay the cost of all utilities, including but not limited to water, sewer, gas, garbage, cable, internet, and telephone service. The cost of purchasing or leasing telephones and/or installing and maintaining same, cable, or internet service, shall be the responsibility of LESSEE.
10. **Insurance, Indemnification and Hold Harmless Agreement Indemnification / Hold Harmless.** LESSEE shall defend, indemnify, and hold harmless LESSOR, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of LESSEE's use of the premises, or from the conduct of LESSEE's business, or from any activity, work or thing done, permitted, or suffered by LESSEE in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of LESSOR. It is further specifically and expressly understood that the indemnification provided herein constitutes LESSEE's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by LESSEE and LESSOR. The provisions of this section shall survive the expiration or termination of this lease agreement. The indemnification and insurance provisions of this Agreement shall survive termination.

LESSOR shall defend, indemnify, and hold harmless LESSEE, its agents, officers, employees, contractors, and volunteers from and against any and all claims, suits, actions, liabilities for injuries, death of any person, or for loss or damages to Premises which arises out of any intentional or negligent breach of this Lease by the LESSOR. The provisions of this paragraph survive the expiration or termination of this Lease.

- 10.1 **Concurrent negligence.** Should a court of competent jurisdiction determine that this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to Premises caused by or resulting from the concurrent negligence of LESSEE and the LESSOR, or their respective officers, officials, agents, employees, and volunteers, the LESSEE's liability, including the duty and cost to defend, hereunder is only to the extent of LESSEE's negligence.
- 10.2 **Insurance term.** LESSEE shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage or loss to Premises, which may arise from or in connection with the LESSEE's operation and use of the Premises.

10.3 No Limitation. LESSEE's maintenance of insurance as required by this Lease may not be construed to limit the liability of the LESSEE to the coverage provided by such insurance or otherwise limit the LESSOR's recourse to any remedy available at law or in equity.

10.4 Minimum scope of insurance. The LESSEE shall obtain insurance of the types and coverage described below:

- a. Commercial General Liability insurance must be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and must cover premises and contractual liability. LESSOR must be named as an additional insured on LESSEE's Commercial General Liability insurance policy using ISO Additional Insured-Managers or LESSORs of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
- b. Premises insurance must be written on an all risk basis.

10.5 Minimum amounts of insurance. The LESSEE shall maintain the following insurance limits:

- a. Commercial General Liability insurance must be written with limits no less than \$1,000,000 each occurrence, and \$3,000,000 general aggregate.
- b. Property insurance must be written covering the full value of LESSEE's Premises and improvements with no coinsurance provisions.

10.6 Other insurance provisions. The LESSEE's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they are primary insurance as respect to the LESSOR. Any insurance, self-insurance, or self-insured pool coverage maintained by the LESSOR is in excess of the LESSEE's insurance and does not contribute with it.

10.7 Acceptability of insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

10.8 Verification of coverage. LESSEE shall furnish LESSOR with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the LESSEE.

10.9 Waiver of subrogation. LESSEE and LESSOR hereby release and discharge each other from all claims, losses, and liabilities arising from or caused by any hazard covered by Premises insurance on or in connection with the premises or any building or structures on the Premises. This release applies only to the extent that such claim, loss, or liability is covered by insurance.

- 10.10 LESSOR's Premises insurance. LESSOR maintains property insurance covering any buildings or structures it owns.
- 10.11 Notice of cancellation. LESSEE shall provide the LESSOR with written notice of any policy cancellation within two business days of LESSEE's receipt of such notice.
- 10.12 Failure to maintain insurance. Failure on the part of the LESSEE to maintain the insurance as required constitutes a material breach of the Lease, upon which the LESSOR may, after giving five business days' notice to the LESSEE to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the LESSOR on demand.

10.13 Public Entity Full Availability of Lessee Limits

If LESSEE maintains higher insurance limits than the minimums shown above, LESSOR shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by LESSEE, irrespective of whether such limits maintained by LESSEE are greater than those required by this lease or whether any certificate of insurance furnished to LESSOR evidences limits of liability lower than those maintained by LESSEE.

- 10.14 Alcohol Sale or Consumption upon Leased Premises. If alcohol is either sold or consumed on the leased premises, LESSEE agrees to obtain Liquor Liability insurance in the amount of \$1,000,000 each occurrence. LESSOR shall be named as an additional insured on such insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on the leased premises with the prior written approval of LESSOR.

11. Publicity. LESSEE agrees to provide LESSOR, specifically Stacey Ray, Assistant City Manager, (360) 753-8046, with any and all publicity information affecting the Leased Premises.
12. Termination. LESSOR may terminate this lease prior to the termination date if LESSEE is in default. Otherwise, termination shall automatically occur at the end of the one-year term or at the end of any extension mutually agreed upon in writing and signed by the Parties..
13. Acknowledgment and Acceptance.

- 13.1 Taxes and assessments. In the event a leasehold tax is imposed upon LESSEE's tenancy by the State of Washington during the term of this Lease, LESSOR shall pay such leasehold tax amount to the State of Washington during the period LESSEE has occupied or is occupying the Premises.
- 13.2 Mechanics' liens. In the event LESSEE causes any labor, material, or services to be furnished in, on, or about the Premises, or any part thereof, LESSEE shall pay,

resolve, settle, or compromise such liens or claims and to fully satisfy such liens or claims so as to prevent or remove any liens against LESSOR's Premises. LESSEE shall not allow any lien to attach to the Premises. LESSEE shall fully indemnify and hold harmless the LESSOR from any and all claims of liens against the Premises incurred by LESSEE, including any attorney's fees, court costs, or other litigation expenses incurred by LESSOR in connection with such claims of lien.

- 13.3 **Subleases and other agreements.** LESSEE shall not enter into any leases, subleases, licenses, or easements with any person(s) or entities for profit or other charge or consideration upon the Premises, except with the express prior written consent of LESSOR.
- 13.4 **Storage of personal property.** Any personal property of LESSEE on the Premises must be stored upon the Premises. LESSEE shall not store LESSEE's personal property, nor permit others to store their personal property, upon any adjacent property owned by LESSOR or others, except with express written consent from LESSOR or other property owner.
- 13.5 **Due authority.** LESSEE and LESSOR have all requisite power and authority to execute and deliver this Lease and to carry out its obligations under this Lease. This Lease has been, and the documents contemplated hereby will be, duly executed and delivered by LESSOR and LESSEE and constitute their legal, valid and binding obligation enforceable against LESSOR and LESSEE in accordance with its terms.

14. **Covenants of LESSEE.** LESSEE covenants and agrees as follows:

- 14.1 **Perform obligations.** From the Effective Date, LESSEE will perform any monetary and non-monetary obligations it has regarding the Premises.
- 14.2 **No encumbrances.** From the Effective Date, LESSEE will not grant, create, or voluntarily allow the creation of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option, or other right affecting the Premises or any part thereof.
- 14.3 **Environmental.** LESSOR asserts that there are no known hazardous substances or materials as defined under RCW 70A.305, RCW 64.44.010, WAC 246-205, and other current and future applicable federal and state regulations and laws ("Hazardous Substances") on the Premises at the Effective Date.

LESSEE shall not cause or permit any Hazardous Substances to be brought upon, kept, or used in or about, or disposed of on the Premises by LESSEE, its employees, officers, agents, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state, and local laws and regulations. If LESSEE breaches the foregoing obligations, then LESSEE shall indemnify, defend, and hold LESSOR harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and

expenses (collectively, “Loss”) arising out of the release of Hazardous Substances on, under, above, or about the Premises by LESSEE, except for any release of any Hazardous Substance on, under, above, or about the Premises caused or contributed by LESSOR, or any employee, agent, or contractor of LESSOR.

- 14.4 **Definitions.** The term “Hazardous Substance” includes (a) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” or “solid wastes” in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term “Environmental Law” includes any federal, state, municipal, or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.
- 14.5 **Compliance with laws.** LESSEE shall comply with any and all statutes, codes, regulations, covenants, or laws that may affect the use and occupancy of the Premises. Violation of this covenant by LESSEE is grounds for termination of this Lease.
- 14.6 **Nuisance or waste.** LESSEE shall not permit any nuisance upon the Premises or permit any waste or destruction of the Premises.
- 14.7 **Access to Premises.** LESSEE shall permit LESSOR and its agents, employees, officials, officers, and contractors to access the Premises for the purpose of any environmental studies, work for restoration purposes that is required by permitting agencies, or to perform water, sewer, stormwater, or other necessary utility connections or services as may be required, including garbage/solid waste collection and waste recycling.

15. **Casualty.** If any fire, windstorm, earthquake, volcanic eruption, or casualty occurs and materially affects all or any portion of the Premises on or after the Effective Date, LESSOR is under no duty or obligation to repair, replace or rebuild any structure, dwelling, or outbuilding located upon the Premises.
16. **Legal Notices.** Unless applicable law requires a different method of giving notice, any and all notices, demands, or other communications required or desired to be given under this Lease by any Party (collectively, “Notices”) must be in writing and must be validly given or made to another Party if delivered either personally or by FedEx, UPS, USPS, or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by FedEx or other overnight delivery service of recognized standing, it shall be deemed given 48 hours after the deposit thereof with such delivery service. If such Notice is mailed, it shall be deemed given five days after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To LESSOR: Steven J. Burney, City Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: jburney@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us

To LESSEE: Great India Cuisine, Inc.
Mukesh Singh, Governor
116 – 4th Avenue
Olympia WA 98501
(360) 943-3442
Singhmukesh710@yahoo.com

Any Party may change its address for receiving notices as provided in this Lease by a written notice given in the manner provided above to the other Party.

17. Contract Manager. For routine issues of contract management such as insurance, invoices, and issues related to routine management of this Lease, please contact:

LESSOR's Manager: Jennica Machado
Economic Development Director
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: jmachado@ci.olympia.wa.us

LESSEE's Manager: Mukesh Singh, Governor
Great India Cuisine, Inc.
116 – 4th Avenue
Olympia WA 98501
(360) 943-3442
Singhmukesh710@yahoo.com

18. Miscellaneous.

18.1 Laws/Regulations. LESSEE shall comply with all laws, statutes, rules, regulations, ordinances, and resolutions promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by LESSOR.

18.2 Further assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations under this Lease, to carry out the intent of the Parties.

18.3 Modification or amendment, waivers. No amendment, change, or modification of this Lease is valid unless in writing and signed by all of the Parties. No waiver of any breach of any covenant or provision in this Lease may be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Lease. No extension of time for performance of any obligation or act may be deemed an extension of the time for performance of any other obligation or act.

18.4 Successors and assigns. All of the terms and provisions contained in this Lease inure to the benefit of and are binding upon the Parties and their respective heirs, legal representatives, and successors, if applicable. No assignment is permitted by LESSEE of this Lease.

18.5 Entire agreement and no third party beneficiaries. This Lease constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Lease to any person, firm, or corporation other than the immediate Parties.

18.6 Interpretation/Venue/Jurisdiction. The rights and obligations of the Parties and all interpretations and performance of this lease are governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and may not be used in any way to construe the terms of this lease agreement. If any portion of this lease agreement is ambiguous, this lease shall not be interpreted against any party, as both Parties participated in its drafting. The Parties agree that venue is proper only in Thurston County, Washington and jurisdiction for any suit related to this lease agreement is in the Thurston County Superior Court.

18.7 Nondiscrimination. LESSEE agrees it shall not discriminate in the provision or delivery of services, resources, or facilities for use or rental of the property based upon age, sex, race, creed, color, sexual orientation or national origin, or the presence of any physical, mental or sensory disability or because of any other status protected from discrimination by state or federal law.

18.8 **Laws/Regulations.** LESSEE shall comply with all laws, statutes, rules, regulations, ordinances, and resolutions promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by LESSOR.

18.9 **Furniture and Fixtures.** LESSEE shall provide, at its own expense, all furniture and fixtures necessary for its possession and use in or upon the premises. All furniture and fixtures must be removed by LESSEE within twenty (20) days of termination of the lease. If furniture and fixtures are not removed within this time period, they become of the property of LESSOR.

18.10 **Default.** If LESSEE defaults as to any of the covenants and agreements to be performed by LESSEE as set forth this lease agreement, then LESSOR may, at its option, enter upon the premises and re-let the same for such rent and upon such terms as LESSOR may see fit and LESSOR may declare this lease agreement terminated and forfeited and take possession of the Premises. LESSEE agrees to pay reasonable attorney's fees and court costs should it be necessary to enforce any of LESSOR's remedies in this paragraph.

18.11 **Equipment Failure.** LESSOR shall not be responsible for financial and/or material loss of perishable food products as a result of mechanical or electrical failure or loss of any effects resulting from equipment failure.

18.12 **Security of Premises.** LESSEE is responsible for securing all areas of the premises under its lease. LESSOR shall not be responsible for any loss sustained by LESSEE as a result of failure to properly secure facilities. Additionally, LESSEE will indemnify, defend, and hold LESSOR harmless from any liabilities, claims, suits, or damages for any and all loss sustained by LESSOR arising out of LESSEE's failure to secure and protect the leased premises.

18.13 **Attorneys' fees.** Should either Party bring suit to enforce the terms of this Lease, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

18.14 **Partial Invalidity.** If any term or provision of this Lease or the application thereof to any person or circumstance is, to any extent, held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby; and each such term and provision of this Lease is valid and be enforced to the fullest extent permitted by law.

18.15 **Survival.** The covenants, agreements, obligations to indemnify, representations, and warranties made in this Lease survive unimpaired by the expiration or termination of this Lease. This Lease will not be recorded with the Auditor, but a Memorandum of Lease may be recorded with the Auditor at the request of a Party, at that Party's expense.

18.16 **Time.** Time is of the essence of every provision of this Lease.

18.17 **Risk of loss.** All of LESSEE's personal property, of any kind or description whatsoever, that is on the Premises is at LESSEE's sole risk of loss. LESSOR does not insure LESSEE's personal property of whatever kind or nature. Any such insurance must be obtained by LESSEE.

18.18 **Force majeure.** Performance by LESSEE or LESSOR of their obligations under this Lease will be extended by the period of delay caused by force majeure. Force majeure includes war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court, or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

18.19 **Counterparts.** This Lease may be executed in a number of identical counterparts which, taken together, constitute collectively one Lease; but in making proof of this Lease, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Lease may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature or digital signature, where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Lease shall be deemed to be originals, but all such counterparts, when taken together, constitute one and the same Lease.

18.20 **Effective Date.** This Lease is effective as of the date of the last authorizing signature affixed hereto.

18.21 **Event of Default.** In the event of a default under this Lease by LESSEE (including a breach of any representation, warranty, or covenant of this Lease), LESSOR is entitled, in addition to all other remedies, to seek monetary damages and/or specific performance of LESSEE's obligations under this Lease or termination of this Lease, at LESSOR's option.

19. **Ratification.** Any act consistent with the terms of this Lease, but prior to its final execution is hereby ratified and affirmed.

20. **Deposit.** A deposit in the amount of \$1,650.00 will be retained by LESSOR as the deposit for this lease until the end of the lease term, plus any mutually agreed extension. Unless

LESSEE owes funds to LESSOR, in which case the deposit will be deducted from any sum owing LESSEE and LESSEE shall be entitled to a return of the deposit in full.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be duly executed such Parties acting by their representatives being duly authorized.

LESSEE:

GREAT INDIA CUISINE, INC.

MS Mukesh Singh
Mukesh Singh, Governor

Date: 12-23-2025

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the 23rd day of December 2025, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally Mukesh Singh, to me known to be the Governor of Great India Cuisine, Inc, a Washington corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

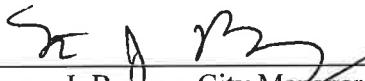
WITNESS my hand and official seal the day and year first above written.



Diana Simmoms
Signature
Name (printed): Diana Simmoms
NOTARY PUBLIC in and for the State of
Washington
Residing at Olympia WA
My appointment expires: 8-23-2026

LESSOR:

CITY OF OLYMPIA, a Washington
municipal corporation


Steven J. Burney, City Manager

Date: 12/25/25

APPROVED AS TO FORM:

Mark Barber

Mark Barber, City Attorney

Date: 12/22/2025

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the 23 day of December 2025, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a Washington municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

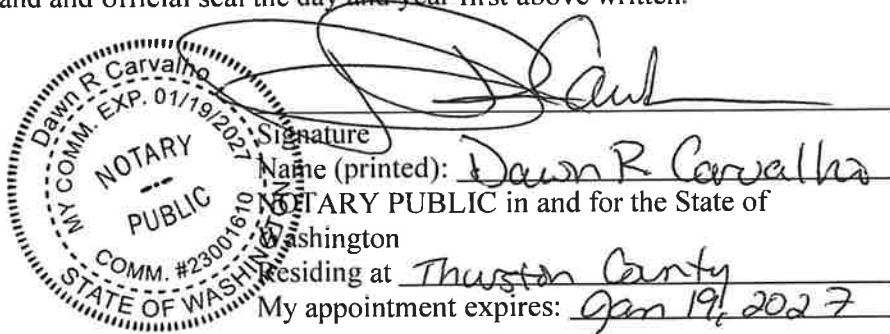


EXHIBIT "A"

Legal Description

THE WESTERLY 23 FEET OF THE EAST HALF OF LOTS 5 AND 8 IN BLOCK 4 OF SYLVESTER'S PLAT OF OLYMPIA, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14.

SITUATED IN THURSTON COUNTY, WASHINGTON.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of a Resolution Authorizing an Agreement with Thurston County for Paramedic Services

Agenda Date: 1/6/2026
Agenda Item Number: 4.D
File Number: 26-0003

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Authorizing an Agreement with Thurston County for Paramedic Services

Recommended Action

Committee Recommendation:

Not referred to committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an Intergovernmental Agreement with Thurston County for paramedic services.

Report

Issue:

Whether to approve a Resolution authorizing an Intergovernmental Agreement with Thurston County for paramedic services.

Staff Contact:

Matthew Morris, Fire Chief, 360.753.8466

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Thurston County, through the offices of Medic One, and the City of Olympia have had an Agreement for paramedic services for over 40 years. This contract reimburses the City for a portion of the costs of providing paramedics 24 hours a day on paramedic unit M-4 on the east side of the City and paramedic unit M-10 on the west side of the City. This Agreement continues a relationship between the City and the County that has served both parties very well.

The Intergovernmental Agreement was negotiated by the Fire Chiefs of the departments providing paramedic services to the system, with Fire Chief Matthew Morris negotiating for the City of Olympia. The Agreement is essentially unchanged from the Agreement that has been in force for the last three years (2023 - 2025), except for authorizing one additional Paramedic position for reimbursement.

This new Agreement continues this interagency cooperation through 2028.

In 2025, Medic One will make payments over \$3,000,000 to the City of Olympia based on the terms of the Agreement. That amount will slightly increase in 2026 primarily due to increased labor costs.

The City of Tumwater and Thurston County Fire District 3 - Lacey have received similar Agreements involving the same terms as Olympia. All three Agreements will be presented to the Thurston County Emergency Services for their signature.

Climate Analysis:

The impacts of this Agreement have been applied through the climate lens of the Climate Framework. Providing community fire protection and emergency response resources helps reduce greenhouse gas emissions. Greenhouse gas emissions are reduced when safe and effective emergency response minimizes the loss of life and property. This Agreement indirectly supports the objectives of the Climate Framework.

Equity Analysis:

Providing fire protection and emergency response resources to the community meets this initiative's intent by supporting life safety and property conservation for all groups and reducing loss of life and property. Universal protection of life and property is rooted in justness and inherently supports the Equity Framework's intent.

Neighborhood/Community Interests (if known):

The Community has an interest in ensuring life safety and property conservation and reducing loss of life and property.

Financial Impact:

The Agreement details payments from Thurston County to the City of Olympia for paramedic services. This Agreement is expected to bring over \$3,000,000 to the City in revenue for 2026, with increases based on labor costs for the remaining years of the Agreement.

Options:

1. Move to approve a Resolution authorizing an Intergovernmental Agreement with Thurston County for paramedic services.
2. Do not approve the Resolution authorizing the Intergovernmental Agreement and send back to staff with direction.
3. Approve the Resolution authorizing the Intergovernmental Agreement at another time.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY TO COOPERATE IN
PROVIDING EMERGENCY MEDICAL SERVICES FOR THE TERM 2026-2028**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the CITY has the requisite level of quality and training to perform emergency medical services requiring specialized skills and other supportive capabilities; and

WHEREAS, the CITY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in the Interlocal Agreement; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the COUNTY has certain equipment to use in providing such services; and

WHEREAS, the CITY and COUNTY agree to cooperate to provide emergency medical services as set forth by Interlocal Agreement;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Thurston County for Emergency Medical Services under the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SENIOR DEPUTY CITY ATTORNEY

INTERGOVERNMENTAL EMS CONTRACT

THIS CONTRACT is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and the **CITY OF OLYMPIA**, a municipal corporation, hereinafter referred to as the 'AGENCY';

WHEREAS, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, RCW 70.168.120 authorizes the County to establish local emergency care councils; and

WHEREAS, Thurston County Medic One is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

WHEREAS, certain local agencies have the resources including human resources available to provide such services at the requisite level of quality and training; and

WHEREAS, the COUNTY desires to have the AGENCY perform emergency medical services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

WHEREAS, the COUNTY and the AGENCY agree to jointly explore a variety of innovative strategies to maximize the Thurston County prehospital healthcare delivery model; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract;

THEREFORE, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto mutually agree as follows:

I. SERVICES

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract and as detailed in Exhibit "A" attached hereto and made a part hereof.
- B. The COUNTY shall purchase and provide all materials and equipment necessary for the full performance of this Contract by AGENCY except as provided in Section IV (E.) of this Contract.
- C.1. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with vehicles designed and equipped to furnish emergency medical services as required by law, twenty-four (24) hours a day, seven (7) days a week. AGENCY agrees to maintain said vehicles at all times so that they meet the following

standards: State of Washington Department of Health; Office of Emergency Medical Services and Trauma Systems as contained in Chapter 18.73, Chapter 18.71 and Chapter 70.168 RCW; and all applicable Washington Administrative Codes and regulations in effect at the time of this Contract as written and hereafter amended. AGENCY agrees that such vehicles shall at all times be equipped with equipment necessary to provide the services contemplated by this Contract. Said vehicles and equipment shall remain the property of the COUNTY.

- C.2. In lieu of a County vehicle, the AGENCY may provide a mutually acceptable vehicle for which the COUNTY shall reimburse the AGENCY \$25.00 per day for each day said vehicle is in use as the paramedic response vehicle. Additionally, the COUNTY may provide a mutually acceptable vehicle for which the AGENCY shall reimburse the COUNTY \$25.00 per day for each day of said vehicle use as a Basic Life Support (BLS) response unit. Both the AGENCY and the COUNTY shall coordinate the use of these vehicles prior to their utilization as response units. "Use" is defined as: in working order and available for use by the AGENCY.
- C.3. The COUNTY may, with the approval of the AGENCY, provide the AGENCY with an additional vehicle designed and equipped to furnish emergency medical services as required by law. The AGENCY duties set out in Section I (C.1) and Exhibit "A" II (B.1.-4.) of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.
- C.4. Using a mutually agreed upon advanced notification process (email, phone call, or text message to designated Medic One staff), the AGENCY may remove a primary Medic Unit from the deployment model for paramedic-level and suppression-related training following notification to the COUNTY and coordination with partner agencies. The AGENCY shall monitor countywide radio communications for paramedic-level dispatches and should dispatches exceed the capabilities of the current in-service Medic Units, Out of Service (OOS) Medic Units shall be returned to service as soon as is safe and reasonable.
- C.5. Any changes to the existing countywide configuration of Advanced Life Support (ALS) unit dispatching and/or responses after the effective date of this Contract shall be approved by the Emergency Medical Services (EMS) Operations Committee and briefed to the Emergency Medical Services Council (EMS Council) prior to implementation. The dispatch configurations for all ALS Units in Thurston County as of the effective date of this Contract shall be briefed to Emergency Services Operations Committee. The COUNTY and AGENCY jointly develop performance measures for ALS Unit responses that shall continue to be monitored throughout the term of this Contract. Any outcome measures outside of established acceptable ranges at the end of each calendar year for the duration of this Contract shall be briefed to the EMS Operations Committee. Recommended mitigation strategies shall be jointly evaluated by the COUNTY and AGENCY to establish and implement necessary changes to ALS Unit dispatching, deployment, and/or distribution.

II. EFFECTIVE DATE; DURATION

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2026 (the "Effective Date"). This Contract shall terminate on December 31, 2028. This Contract may be extended for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior to termination. This Contract replaces and supersedes all prior agreements regarding the subject matter contained in this Contract. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

If the AGENCY or the COUNTY's administrative agency for the execution of this Contract (Thurston County Medic One) is subject to a change in governance through a process of regionalization, annexation, subcontracting, or other alterations to structure permissible in state statute, the COUNTY and AGENCY mutually agree to re-open the specific sections of this Contract directly impacted by the structural change in governance. The COUNTY and AGENCY mutually agree to maintain the established levels of compensation and reimbursement during the process of re-negotiation.

III. THE EMERGENCY MEDICAL SERVICES SYSTEMS COUNCIL

- A. The AGENCY and the COUNTY shall coordinate the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).
- B. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
- C. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favor of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. Commencing on January 1, 2026, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs up to 9.5-medic dual paramedic staffed units known as "Medic 4" and "Medic 10." The COUNTY shall continuously pay the aforementioned percentages of the costs for the 9.5-medic dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

Commencing on January 1, 2027, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this

contract in an amount equivalent to 80 percent (80%) of said costs up to 10.0-medic dual paramedic staffed units known as "Medic 4" and 80 percent (80%) of said costs up to 9.5-medic dual paramedic staffed units known as "Medic 10." The COUNTY shall continuously pay the aforementioned percentages of the costs for the dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

Commencing on January 1, 2028, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs up to 10.0-medic dual paramedic staffed units known as "Medic 4" and "Medic 10." The COUNTY shall continuously pay the aforementioned percentages of the costs for the dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

In addition, the AGENCY shall be reimbursed 80 percent (80%) of said costs for one (1) Medical Services Officer (MSO) that is currently a Thurston County certified paramedic. Said MSO shall not be counted when calculating the staffing allocation described herein. Reimbursement for this position shall be contingent on deliverables. The deliverables shall be developed jointly between the AGENCY and the COUNTY, approved by the Medic One Director, and reviewed annually. These deliverables shall be billable in quarterly installments following the quarter in which services were rendered. If deliverables within a quarter are met at 80% or greater, then full reimbursement shall be paid. If deliverables are met at 50%-79%, then 50% of the position value shall be paid. If deliverables are met at 49% or less, then 0% of the position shall be paid. The COUNTY and the AGENCY will jointly identify necessary training and skills that are needed for personnel tasked with quality improvement, training, exercises, pharmaceutical management, and other associated deliverables. This training will be covered as defined in Section IV (P.) of this Contract, should the training exceed the salary and benefits already covered by this paragraph.

Should the AGENCY elect to establish an EMS training officer, the officer shall be a currently certified Thurston County paramedic and shall be a response paramedic within the staffing allocation defined herein. The AGENCY shall notify the COUNTY upon establishment of the EMS training officer and shall notate the position on monthly invoices. Upon establishment, the AGENCY agrees to coordinate two (2) joint trainings annually with each of the following three (3) Thurston County fire districts and/or municipalities:

Griffin Fire Department (Thurston County Fire District #13)
East Olympia (Thurston County Fire District #6)
McLane Black Lake Fire Department (Thurston County Fire District #9)

For the purposes of Section IV (B.) of this Contract cost of "paramedical services" shall be limited to the following:

1. SALARIES AND BENEFITS: The actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY for the paramedic and MSO personnel in accordance with the formulae listed above.
2. Overtime in an amount equivalent to six percent (6%) of projected annual base wages in accordance with the formulae listed above and excluding the MSO. (Allotted Firefighter/Paramedic wage X 6% X 80% = Overtime Allotment).
3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and shall be reimbursed at 100%. The AGENCY shall submit to the COUNTY documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is either self-insured or is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY 80% of the payments received due to (or as a result of) disability claims that were previously billed to the COUNTY for this medic, whether received from a 3rd party payor or by self-insurance.

Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 3 consecutive shifts or less shall not be eligible for 100% Disability Overtime nor 100% Backfill. Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 4 consecutive shifts or greater as a result of an injury or illness are eligible for 100% Disability Overtime and 100% Backfill starting on the date of the initial shift the paramedic was off duty for the related illness or injury. The AGENCY shall submit available documentation or a signed attestation to the COUNTY in support of the disability reimbursement. Protected Health Information shall not be shared and other privacy rights of the paramedic on disability shall not be violated. The COUNTY reserves the right to deny disability reimbursements for unsupported claims related to sick leave versus disability leave.
4. Overtime for backfill (except as required in Exhibit A, Section II (A.) of this Contract), special events Section IV (E.) or paramedic disability Section IV (B.3.) may be filled by any fully qualified personnel, at the discretion of the AGENCY. Reimbursement for said backfill may be requested by the AGENCY. In the case of backfill for paramedic disability, the eligible wage rate for reimbursement shall be limited to the amount equivalent to the paramedic personnel on disability who caused the vacancy.
5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association

(VEBA) Trust for Public Employees in the Northwest, the COUNTY shall reimburse the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a monthly basis.

- C. The AGENCY shall submit to the COUNTY a COUNTY-templated invoice no later than the last day of the month following the close of each pay period identified in Section IV (B.) of this Contract. Any modifications to the invoice template shall be sent from the COUNTY to the AGENCY no later than 15 business days prior to the start of the billing period for which the change will be initiated. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31st with no extension of the deadline.
- D. The COUNTY shall initiate authorization for payment after receipt of the invoice required in Section IV (C.) and receipt of any required periodic reports identified in Exhibit "A", Section II (B.3.), of this Contract and shall make payment to the AGENCY within thirty (30) days thereafter.
- E. The COUNTY shall reimburse the AGENCY 100 percent (100%) for expenses incurred by the AGENCY as set forth in Exhibit "A" Section II (B.3.) and Section II (B.4.) of this Contract and for other services rendered at the written direction of the COUNTY. (For example: MPD required medical education or ride-along time, CBD trainer, oral boards)
- F. The AGENCY may submit expenses incurred by the AGENCY in support of Basic Life Support (BLS) services. These services shall be reimbursed from the AGENCY's BLS funds and shall not be reimbursable in the event that the AGENCY's BLS funds are exhausted.
- G. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the purchase, under emergency conditions, of equipment/supplies necessary for performance of this Contract. The AGENCY shall submit to the Thurston County Medic One Office, an invoice, executed in accordance with Section IV (B.,C.) no later than the last day of the month following the month of purchase. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31st with no extension of the deadline.
- H. The COUNTY shall pay for all vaccinations, including Hepatitis B, that are required for entry into Providence St. Peter's Hospital (PSPH) Operating Room. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up titers, to ensure the vaccine was successful. Vaccination records and results of all titers shall be kept at the AGENCY and made available to Medic One and PSPH upon request. All paramedics shall receive all vaccinations necessary to be eligible for PSPH Operating Room entry.

If a vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots must be restarted due to the failure of a paramedic to obtain the shots

on schedule, other than when a medical condition precludes the timely completion of the vaccination series, the AGENCY shall pay for the second vaccine procedure.

If a paramedic refuses vaccination, a signed declination, approved by PSPH and compliant with current Washington State law, shall be completed by the AGENCY and must be provided to PSPH and Medic One upon request. Vaccination or signed release must be initiated within three (3) months of hire and kept at the AGENCY.

- I. The COUNTY shall reimburse the AGENCY 50 percent (50%) of the cost for six (6) self-contained breathing apparatus (SCBA), to be placed in the primary Medic One vehicles operated by the AGENCY pursuant to Section I (C.1., or C.2.). The AGENCY shall be responsible for the routine maintenance of the SCBA. It is agreed that the anticipated normal service life of the SCBA is five (5) years if subjected to normal wear and tear. In the event that the SCBA is subjected to extensive damage beyond normal wear and tear, and part or all needs to be replaced prior to the anticipated five year service life, such replacement shall be paid on the basis of 50 percent (50%) by the COUNTY and 50 percent (50%) by the AGENCY. The COUNTY shall reimburse the AGENCY 25 percent (25%) for the cost of SCBAs placed on the COUNTY assigned reserve Medic One vehicles. Reserve vehicle SCBAs are subject to the other requirements of this paragraph using this 25 percent (25%) COUNTY reimbursement formula.
- J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of AGENCY issued clothing, including bunker gear, for each new paramedic hired. The AGENCY shall maintain and replace the issued clothing due to normal wear and tear or 10 years whichever comes first. If the issued clothing ensemble is destroyed or damaged beyond what can be considered normal wear and tear while conducting paramedic services, and requires replacement sooner than normally expected, the COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of such replacements. The COUNTY shall reimburse 100 percent (100%) of the cost of AGENCY required ballistic body armor for personnel under this Contract. The AGENCY agrees to provide protective clothing which meets or exceeds current applicable NFPA, and/or WAC standards.
- K. The COUNTY shall reimburse 80 percent (80%) of the costs of annual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their firefighting personnel. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exams given to a paramedic candidate hired to fill a vacancy.
- L. The COUNTY shall reimburse the AGENCY for laundry expenses directly associated with providing paramedic personnel to meet contractual obligations (i.e., linens, bedding, coveralls). Reimbursement is based on the following formula: The product of total laundry costs multiplied by the ratio of paramedics to operations division personnel multiplied by 80%.
- M. The COUNTY shall reimburse the AGENCY a total of \$14,676.48 annually for fire station building space dedicated to the Medic 4, Medic 4-2, Medic 10, and Medic 10-2 vehicles. Reimbursement is based on the following formula for each unit's footprint and required

setbacks as follows: *392 square feet (22 feet by 8 feet, and 3-foot setbacks on all sides) x \$0.78 per square foot x 4 vehicles x 12 months*. **CPI Escalation Clause:** In March of each year, the COUNTY shall adjust the lease amount for building space and vehicle storage based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region and shall adjust the rate of this Contract retroactive to January 1 of the year. The COUNTY shall notify the AGENCY of the rate change, and the rate modification shall be calculated for each calendar year of this Contract.

- N. The COUNTY shall reimburse the AGENCY \$32,400.00 annually for fire station office space, dorms, ALS supply storage, and communal space (kitchen, bathrooms, living areas, gyms, etc.). This shall encompass the costs associated with maintenance, wear and tear, and all utilities at two (2) fire stations. Reimbursement is based on the following formula: *900 square feet x \$18.00 per square foot x 2 stations per year*. **CPI Escalation Clause:** In March of each year, the COUNTY shall adjust the lease amount for building space and vehicle storage based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region and shall adjust the rate of this Contract retroactive to January 1 of the year. The COUNTY shall notify the AGENCY of the rate change, and the rate modification shall be calculated for each calendar year of this Contract.
- O. The COUNTY shall initiate authorization for payment after receipt of the AGENCY'S invoice required in Section IV (C.), Section IV (E.), and Section IV (F.) detailing eligible costs under this Contract and shall make payment to the AGENCY within thirty (30) days thereafter. The AGENCY shall provide appropriate documentation of requested costs.
- P. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's mandatory monthly "in-service" lecture/run review, and when required by the Medical Program Director, or Director's designees, to attend trainings, which are in excess of the requirements for recertification through the Washington State Department of Health. (For Example: software training, medical equipment training, remedial education). Additionally, the COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics at the direction of the Medic One Director for required trainings in support of MSO deliverables when said required trainings exceed the negotiated reimbursement.
- Q. The COUNTY shall provide the AGENCY one annual reimbursement of \$20,000.00 per frontline paramedic unit to offset costs associated with managing the Medic 4 and Medic 10 paramedic units in the Medic 4 and Medic 10 paramedic zones. The total annual reimbursement shall be \$40,000.
- R. The COUNTY shall budget \$450,000 annually for paramedic-in-training support. Each of the three (3) EMS/ALS contract agencies shall be allowed two (2) paramedic-in-training positions annually but, by formal agreement between each agency and the COUNTY, an agency may choose to release its annual paramedic-in-training position for use by another EMS/ALS contract agency. The COUNTY shall reimburse the agency incurring

the cost for paramedic-in-training. The AGENCY shall submit the reimbursement claim on standard contract reimbursement forms identifying the approved paramedic-in-training by name. The AGENCY shall formally notify their ALS partner agencies of any unused positions.

The COUNTY shall reimburse the AGENCY \$75,000 fixed payment in two equal installments, one at the beginning and one at completion. If the student is unsuccessful, the second half shall not be reimbursed. To be eligible for the reimbursement, the AGENCY must demonstrate the following:

1. The student is currently employed by the AGENCY; and
2. Is up-to-date on training and is an affiliated Thurston County EMT; and
3. Has undergone an AGENCY designed and MPD approved selection process; and
4. Has successfully gained valid paramedic certification in Washington State; and
5. Has passed the Thurston County Medic One established evaluation process.

Should the AGENCY identify a paramedic candidate that is under contract with another place of employment as a result of an educational agreement, the AGENCY may use up to \$15,000 of their allotted training funds, identified herein, to apply toward the purchase of said paramedic candidate's contract (contract "buyout"). In order to be eligible for this reimbursement, the AGENCY must demonstrate that the candidate has completed items 1, 4, and 5 listed above.

S. If the AGENCY employs more than the allotted paramedics per Medic Unit, the COUNTY shall reimburse the AGENCY the wage differential between assigned position levels and equivalent paramedic step salary for up to two (2) per medic unit. These paramedics are eligible for 100% OT reimbursement for attending in-service and shall be supported through the Washington State Department of Health approved paramedic recertification process for Thurston County.

T.

1. In the event that the AGENCY, or the COUNTY, needs to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited period of time, the allowance for a single paramedic unit with an EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic, extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operation of eight (8) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.
2. It is the expressed preference of the COUNTY that all contracted paramedic units be staffed 24 hours per day with dual-paramedic configuration in accordance with Exhibit A, Section II. In the event unforeseeable circumstances arise as defined by Section IV (T.), this will constitute the agreed upon process for staffing a unit with an EMT/paramedic configuration for a limited timeframe.

- a. The AGENCY will make reasonable efforts to fill the open paramedic position with a Thurston County affiliated paramedic and in accordance with AGENCY labor agreements and/or cooperative interlocal agreements among other agencies who hold an active ALS contract with the COUNTY.
- b. The AGENCY will notify COUNTY prior to the implementation of any alternative staffing models with the Medic Unit affected, the timeframe the alternative model will be utilized, and the reason for alteration. Notification will be made via phone/text/email to the Medic One Office. Lack of contact will not preclude implementation of the alternative staffing model. A follow-up communication will be sent to the Director at the earliest convenient time.
- c. Any EMT/paramedic Medic Unit shall be staffed in the same physical location and is considered a transport-capable unit.
- d. For the purpose of this staffing model, "Thurston County Protocol" within the 2026-2028 ALS Contract shall be defined to include Thurston County Protocols, as well as MPD policies and procedures.

U. The COUNTY shall budget \$75,000 annually for SWAT paramedic salary and benefit support. Each of the three (3) EMS/ALS contract agencies shall be allowed 1 designated SWAT paramedic annually that has been identified by the AGENCY and that has been approved by the Thurston County Sheriff's Office or other SWAT agency and the Thurston County Medical Program Director. The funding per agency shall be limited to \$25,000 annually per designated SWAT paramedic. The AGENCY may choose to release its designated SWAT paramedic position to another ALS contract agency through written notification of the transfer to the COUNTY. A fully executed intergovernmental agreement between the AGENCY and the Thurston County Sheriff's Office is necessary for fund eligibility. The following obligations for the COUNTY and the AGENCY apply:

- 1. The AGENCY agrees to meet and coordinate efforts with the Thurston County Sheriff's Office or other SWAT cooperative, including fully executing an intergovernmental agreement, to ensure an efficient, coordinated, and harmonized response by SWAT in the event of an emergency. Response and training shall follow standard Incident Command System (ICS) in compliance with National Incident Management System (NIMS).
- 2. The COUNTY agrees to pay up to \$25,000 solely for salaries and benefits resulting from training and response for designated SWAT paramedics.
- 3. The COUNTY agrees to provide medical equipment as defined in the Contract.

V. The COUNTY agrees to provide coordination with AGENCY personnel and instructors/evaluators regarding lesson planning, content creation (when necessary), scheduling, written exam creation and identification of a physical location for up to two ALS Academies per year.

The ALS Academies shall be staffed with a combination of AGENCY personnel, COUNTY personnel, and subject matter experts. The AGENCY agrees to provide MPD-approved paramedic instructors and evaluators necessary for ALS Academy. The County shall provide the Agency no less than 30 days advance notice of the number of instructors and evaluators that are necessary for each Academy. AGENCY personnel costs shall be eligible for 100% reimbursement, up to an aggregate maximum of \$40,000 per ALS Academy.

All participants in the ALS Academy shall be employees of the AGENCY and shall be certified and meet the requirements described in Exhibit A, Section II (A.1.) on commencement of the ALS Academy. The COUNTY shall affiliate all ALS Academy attendees with Thurston County prior to the commencement of the ALS Academy.

The COUNTY agrees to pay the salaries and benefits described in Section IV of this Contract throughout the entirety of the ALS Academy. Paramedics shall receive written notification that the ALS Academy is a condition of employment by the AGENCY when granted a conditional offer. This condition of employment shall be submitted to the COUNTY prior to reimbursement to the AGENCY for the ALS Academy and associated salaries and benefits of paramedic participants. Should an attendee be terminated prior to the successful completion of the ALS Academy, the COUNTY shall cease reimbursement on the final day of ALS Academy attendance.

Successful completion of the ALS Academy shall be determined by the MPD for Thurston County and in partnership between the COUNTY and the AGENCY.

Fire Academy: Upon successful completion of the ALS Academy, the COUNTY shall continue to reimburse salaries and benefits listed in Section IV until the commencement of the attendee's fire academy, should fire academy be necessary. The AGENCY shall not be reimbursed for a paramedic's salaries and benefits during the time they are enrolled in fire academy. This period shall be defined from the first day of fire academy until the first day that the paramedic returns to the AGENCY's paramedic staffing configuration following completion of the fire academy.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for at least six (6) years after its expiration. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

VI. STANDARDS FOR PARAMEDIC TRAINING

The AGENCY shall require each paramedic operating a COUNTY vehicle to be trained as prescribed in WAC 246-976. The AGENCY shall, upon completion of the initial training and renewal every three years, thereafter, provide the COUNTY documentation that each paramedic is in compliance with the aforementioned training standard.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.
- C. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the COUNTY.

VIII. FUTURE SUPPORT

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract. All compensation methods and formulas shall be reviewed for appropriateness each contract period.

It is the expressed desire of the AGENCY to assure that the basic compensation formula Section IV (B.) and any other methods and formulas in general, shall be made a part of any future contract negotiations. The AGENCY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract.

IX. COMPLIANCE WITH LAWS

The parties, in performance of this Contract, agree to comply with all applicable local, State and Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

In addition, should the AGENCY willfully violate Washington State regulations, and Medical Program Director directives, surrounding the credentialing and onboarding of paramedics, the AGENCY forfeits all applicable compensation defined in Section IV for a period of one month for the offending employee and the supervising paramedic. This does not preclude the AGENCY from supporting observational-only rides throughout the onboarding process.

X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

XI. RELATIONSHIP OF PARTIES

- A. The parties agree that an independent contractor relationship is created by this Contract. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.
- B. The COUNTY shall not exercise control and direction over the work of the AGENCY and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.
- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY
c/o MEDIC ONE ADMINISTRATOR
THURSTON COUNTY MEDIC ONE
2703 PACIFIC AVE SE, SUITE C
OLYMPIA, WA 98501

CITY OF OLYMPIA
c/o FIRE CHIEF
POST OFFICE BOX 1967
OLYMPIA, WA 98507-1967

E. In the event that the COUNTY the AGENCY reach an impasse regarding a material portion of this Contract, the COUNTY and the AGENCY may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third-party entity shall be mutually agreed upon by the parties prior to engagement of the neutral third-party entity. Further, the parties shall agree to the purpose for which the neutral third-party entity shall be engaged and said purpose shall be reduced to writing and signed by the parties. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third-party fact-finding services and recommendation shall be borne equally by the parties.

XII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

XIII. INDEMNIFICATION; HOLD HARMLESS

A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.

B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.

C. In the event that a claim and/or lawsuit is brought against a party to this Contract, or against any party's officers, officials or employees for actions arising out of their conduct

in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

XIV. INSURANCE

- A. The COUNTY shall for the duration of this CONTRACT, self-insure or provide insurance coverage for vehicle damage to all vehicles provided under Section I (C.1.) of this Contract.
- B. The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expenses as it pertains to COUNTY-provided Medic Units and AGENCY-provided paramedic personnel as stipulated herein:
 1. Professional Legal Liability:
The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the AGENCY'S services as defined by this Contract including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Contract.
 2. Commercial General Liability:
The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Contract or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
 3. Business Automobile Liability:
The AGENCY shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$2,000,000.00 each accident combined bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
 4. Worker's Compensation:

The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.

5. Verification of Coverage and Acceptability of Insurers:

The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance contract shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

(a) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Thurston County Department of Human Resources
Attn: Thurston County Risk Manager
2000 Lakeridge Drive SW
Olympia, Washington 98502-6045

(b) The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Office.

(c) The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

(d) The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having AM. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

6. Other Insurance Provisions:

(a) The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.

- (b) Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
- (c) The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (d) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (e) The AGENCY shall meet all of the insurance requirements in Sections 5. and 6. by its participation as a member of the Washington Cities Insurance Authority, which includes contractual liability coverage.

7. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of medical malpractice insurance premiums.
8. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of general and auto liability insurance premiums associated with this Contract.
9. The Agency shall submit to the Thurston County Medic One office an invoice, no later than November 1st, for reimbursement of the cost of insurance as described in Section XIV (B.1.) and Section XIV (B.2.) and Section XIV (B.3.) The AGENCY shall provide documentation with the invoice that supports the amount invoiced.

C. In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in Section XIV (B), by proof of coverage afforded by the Washington Cities Insurance Authority (WCIA).

XV. TREATMENT OF ASSETS

- A. Title to all property furnished by the COUNTY shall remain in the name of the COUNTY.
- B. Title to all nonexpendable personal property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the COUNTY.

C.1. The COUNTY shall be responsible for any loss or damage to property of the COUNTY incurred in the performance of the Contract which results from:

- (a) Normal wear and tear;
- (b) Road hazards not reasonably foreseeable;
- (c) As among the parties to this Contract, the negligence of a person not a party to this Contract;
- (d) Theft and vandalism.

C.2. Any other loss or damage to property of the COUNTY incurred in the performance of this Contract shall be borne in the following manner:

- (a) The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
- (b) The COUNTY shall be responsible for the remainder.

C.3. The AGENCY shall be responsible for any loss or damage to property of the COUNTY when such loss or damage results from:

- (a) Willful misconduct or negligence on the part of the AGENCY or its employees.
- (b) Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Contract.
- (c) Vendor warranties do not cover the cost of the damage due to misconduct or negligence as determined by the vendor.

D. Upon the happening of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, whether or not covered by Section XV (C.1.-C.3.) of this Contract, the AGENCY shall take all reasonable steps to notify the Medic One Administrator, of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.

E. The AGENCY shall surrender to the COUNTY all property of the COUNTY within fifteen (15) days after rescission, termination or completion of this Contract unless another date for surrender of said property is mutually agreed upon by the parties.

XVI. SUSPENSION, TERMINATION AND CLOSE-OUT

If either the AGENCY, or the COUNTY, fails to comply with the terms and conditions of this Contract, each may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

A. Suspension: If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written notice of intent to suspend the Contract and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) days following written notification of suspension to the

AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended and shall specify the effective date of the end of such suspension.

B. Termination for Cause by County: If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination and shall set forth the reasons for termination. The COUNTY shall not give less than 60 days' notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XVI (A.).

C. Termination for Cause by Agency: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.

D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:

1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated.
2. By either party with the mutual consent of the other party, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if

the anticipated sources of revenue do not become available for use in purchasing said services. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:

1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed.
3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
4. In the event a financial audit has not been performed prior to close out of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

XVII. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington or either of the two nearest judicial districts pursuant to RCW 36.01.050.

XVIII. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XIX. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

DATED: _____

DATED: 12/04/2025

CITY OF OLYMPIA

THURSTON COUNTY EMERGENCY SERVICES

CITY MANAGER, Steven J. Burney

Ben Miller-Todd
DIRECTOR, Ben Miller-Todd

ATTEST:

JON TUNHEIM
PROSECUTING ATTORNEY

CITY CLERK

Karen Horowitz
By: Karen Horowitz, Deputy Prosecuting Attorney

APPROVED AS TO FORM:
ATTORNEY CITY OF OLYMPIA

tjartson
By: Deputy City Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 5", "Medic 8", and "Medic 14." The normal paramedic service area will be the areas known as the "Medic 5 Tumwater" zone, "Medic 8 Tumwater zone", and "Medic 14" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 5 (Station T-1), Medic 8 (Station T-2), and Medic 14 (Station 1-1) zones. The COUNTY is required to notify the AGENCY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system and Medic Units will be considered a COUNTY resource for response and coordination purposes.

II. SERVICES

- A. The AGENCY shall provide six (6) Thurston County approved and Washington State certified "Physician's Trained Advanced Emergency Medical Technician and Paramedic" or "Paramedic" to staff three (3) ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day seven (7) days a week except as provided in Section IV (U.) of the Contract. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.
 1. The requirements for a "Physician's Trained Advanced Emergency Medical Technician and Paramedic" or "Paramedic" are defined under RCW 18.71.205 and Chapter 246-976 WAC.
 2. The requirements for an equipped ambulance are defined under Chapter 18.73 RCW and Chapter 246-976 WAC.
 3. The authority of the State designated supervising physician is defined under RCW 18.71.205 and Chapter 246-976 WAC.
- B. The AGENCY and the COUNTY are responsible for supplies, purchasing and ambulance maintenance as follows:
 1. The AGENCY shall purchase fuel, oil and other vehicle supplies for any vehicles provided under Section I (C.1-C.4.) of this Contract. The AGENCY shall either be reimbursed by the COUNTY or forward bills to the COUNTY for payment directly from the Supplier; depending on the convenience of the COUNTY.
 2. The AGENCY shall maintain records of fuel consumption.
 3. AGENCY shall accomplish or coordinate routine maintenance which is servicing of such vehicles of at least minimum level of the written specifications as provided by the manufacturer of the vehicle and shall coordinate with the COUNTY'S EVT (Emergency Vehicle Technician) contracted maintenance

AGENCY to provide said maintenance. Reimbursement shall only be for services provided by other than paramedic personnel. The COUNTY'S maintenance provider shall be the COUNTY'S designated EVT maintenance agency or a mutually acceptable alternative. Daily, weekly, and/or monthly inspections shall be completed according to AGENCY policy and made available to the COUNTY upon request.

4. The AGENCY shall coordinate repairs and maintenance of such vehicles other than routine as needed. Such services shall be coordinated with the COUNTY and the COUNTY shall be notified and must approve in advance, except under emergency conditions, any repair expected to exceed \$1,000.00. Request for payment shall be submitted to the COUNTY in a timely manner, not to exceed sixty (60) days after completion of work.
5. A thirty (30) day level of pharmaceuticals will be posted and issued annually based on the previous year's utilization by the AGENCY. The ePCR software platform that is provided by the COUNTY to the AGENCY will be utilized to ascertain the pharmaceutical stocking levels necessary.

Additionally, the COUNTY will define stocking levels for medical supplies, equipment, and pharmaceuticals in all county-owned apparatus through an advisory body made up of AGENCY MSOs from ALS contracting agencies.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of an Ordinance Amending Olympia Municipal Code 5.82 to Address Tenant Screening Practices

Agenda Date: 1/6/2026
Agenda Item Number: 4.E
File Number: 25-1052

Type: ordinance **Version:** 2 **Status:** 2d Reading-Consent

Title

Approval of an Ordinance Amending Olympia Municipal Code 5.82 to Address Tenant Screening Practices

Recommended Action

Committee Recommendation:

The Land Use & Environment Committee recommends approving an ordinance addressing tenant screening practices.

City Manager Recommendation:

Move to approve on second reading, an ordinance amending Olympia Municipal Code 5.82 addressing tenant screening practices.

Report

Issue:

Whether to approve an ordinance addressing tenant screening practices.

Staff Contact:

Christa Lenssen, Senior Housing Program Specialist, Community Planning and Economic Development, 360.570.3762

Presenter(s):

Christa Lenssen, Senior Housing Program Specialist, Community Planning and Economic Development

Background and Analysis:

Background and analysis has not changed from first to second reading.

The City of Olympia has been engaged in discussions about renter protections since 2018. In 2019, Council and Council committees discussed several potential policy options and prioritized a set of actions to explore further. In March 2020, the City's Land Use & Environment Committee (LUEC) held a forum to begin a community conversation about challenges in rental housing and potential

solutions. Due to the COVID-19 pandemic, these discussions were put on hold until mid-2021.

This work resumed in 2021 with the development and prioritization of policies based on staff research and review of stakeholder input. This ordinance is part of a package of tenant protections starting in 2022 that have been passed by Olympia City Council under Olympia Municipal Code Chapter 5.82 (known as the Rental Housing Code). Staff discussed tenant screening practices with LUEC and Council on multiple occasions. In early 2024, community engagement related to the City's renter protections work and the countywide Assessment of Fair Housing led to a public hearing intended to solicit feedback about tenant screening and other proposed tenant protections.

November 2024: Staff briefed the LUEC on income to rent policy options based on similar policies enacted in other jurisdictions. The LUEC directed staff to draft an ordinance addressing income to rent ratios used in tenant screening processes.

March 2025: Council directed staff to wait to bring forward tenant screening policy options until the 2025 state legislative session was complete and more was known about tenant protection bills being considered at the state level.

May 2025: Staff presented to LUEC guidance from the U.S. Department of Housing & Urban Development (HUD) and sample tenant screening policies from other jurisdictions in Washington and across the U.S. related to:

- criminal history,
- credit history,
- eviction/rental history, and
- requirements to provide a Social Security number.

Staff provided sample policies that take two different approaches to enforcement:

- Individualized assessments, made on a case-by-case basis
- Set limitations on what aspects of the person's background may or may not be considered, to create guardrails against overly restrictive tenant screening practices

The LUEC directed staff to pursue policy options that set reasonable guardrails by creating limitations on what aspects of a person's background may or may not be considered in the screening process.

The LUEC also requested staff to bring education approaches in addition to policy proposals to Council. LUEC directed staff to solicit community engagement to inform their approach and return to Council to discuss the policies, educational approaches, and community engagement findings.

July-August 2025: A community survey was conducted to gather information about screening practices and experiences, as well as solicit input on proposed policies. Over 120 renters and community advocates/service providers, and 160 landlords/property managers completed the survey. Summary information is included in the Community Interests section of this staff report.

September 2025: Staff presented results of community engagement, policy approaches, and educational approaches at a Council study session. Council directed staff to prepare an ordinance setting limitations on income to rent ratios in tenant screening, as well as the use of Social Security

numbers in tenant screening processes. Council also directed staff to provide education about the 2024 HUD guidance to inform landlords about the potential discriminatory impacts of tenant screening practices related to criminal history, credit history, and eviction/rental history.

The proposed ordinance amends Chapter 5.82, adding a new section to address income to rent ratios and use of Social Security Numbers in tenant screening.

Rent to Income Ratios background

As housing prices continue to rise, it becomes increasingly difficult for tenants to qualify for a rental unit, with current practices of requiring tenants to demonstrate that their income is three times (or more) than the monthly rental rate. Staff heard through public engagement that some landlords require each applicant to demonstrate their earnings are triple the cost of rent (even if they are applying as a couple or as roommates). These tenant screening practices create barriers to housing access and stability.

According to HUD Comprehensive Housing Affordability Strategy (CHAS) data, 52% of Olympia renters spend more than one third of their income on rent. These Olympia renters will be unlikely to qualify for rental housing where they must earn three times the monthly rent. If a household spends more than one third of their income on rent, they are considered housing cost burdened. The National Low Income Housing Coalition (NLIHC) releases annual data on rents and wages to demonstrate the disparity between housing supply and rent that is considered affordable based on tenant incomes. According to 2025 NLIHC data, an Olympia renter working full time at minimum wage would only be able to afford monthly rent of \$866. A minimum wage worker would need to work 73 hours per week to afford a 1-bedroom unit at fair market rent (\$1,585) in the Olympia-Tumwater Metropolitan Statistical Area (MSA).

Development of Ordinance language

The ordinance includes similar elements to policies passed by Tacoma and Portland.

The proposed ordinance:

- Prohibits landlords from requiring applicants to demonstrate more than 2.5 times the amount of monthly rent to qualify for a rental unit
- Allows applicants to use total household income to qualify
- Allows landlords to request a co-signer or guarantor if the applicant does not meet the income requirement
- Allows landlords to review an applicant's positive rental history if the applicant does not meet the income requirement

A ratio that exceeds two and a half times the monthly rent is beyond the reach of many renters due to wages not keeping up with housing costs. At the same time, if a ratio lower than two times the monthly rent was adopted, renters may be able to access housing more easily but would be spending more than 50% of their income on housing costs and would be considered severely cost-burdened. If 50% or more of a tenant's income is used to pay housing costs, they may be at higher risk of not being able to pay rent if they face an emergency, rent increase, or other unexpected cost. Rather than adopting varying income qualifications (like Tacoma and Portland) depending on the unit rent, the draft ordinance uses one threshold to simplify the requirements for both landlords and tenants.

Per state law, if a tenant uses a voucher to pay their rent, only the tenant's portion of rent should be used for screening purposes. That language is also reflected in the proposed policy, as community input from the Assessment of Fair Housing indicates that source of income discrimination is an issue in Thurston County.

Social Security numbers background

Landlords and screening companies often require housing applicants to provide a Social Security number to verify identity and to assess credit or rental history. Immigrants and refugees may face additional barriers to access rental housing because they do not have a Social Security number. Washington State's Law Against Discrimination (WLAD) prohibits housing discrimination based on immigration or citizenship status. However, the State Human Rights Commission lacks capacity to promptly investigate and enforce the WLAD. Applicants may lose a housing opportunity if they are rejected because they are not able to provide a Social Security number on their housing application. Fair housing agencies in Washington State have provided guidance on alternative documentation that can be utilized to verify an applicant's identity and financial eligibility, so that screening policies do not have an unintended discriminatory impact on immigrants and refugees. This guidance is posted on the City's Landlord Information webpage and has been shared with subscribers to the Rental Registry email list.

Development of Ordinance language

Staff incorporated sample policy language from other jurisdictions which:

- allows landlords to request but not require applicants to provide a Social Security number
- requires landlords to allow applicants to provide alternative documentation to verify identity and financial eligibility
 - Examples of acceptable documents to establish identity include a birth certificate, driver's license, individual taxpayer identification number (ITIN), non-immigrant visa, or Certificate of Naturalization (INS I-550)
- prohibits landlords from rejecting or offering different terms to an applicant who does not provide a Social Security number
- prohibits landlords from threatening, intimidating or harassing an applicant or tenant due to their immigration/citizenship status
- does not prevent landlords from rejecting an applicant due to unfavorable results of the screening, complying with any legal obligations under federal law, or requesting additional information to verify the applicant's eligibility.

Other Olympia Municipal Code amendments

Staff has added some clarifying information to the definitions section of the code chapter. Due to input from community members and rental registry program staff, staff recommends updating the definition of immediate family member to include 'first cousin.'

Enforcement of ordinance

The proposed ordinance amends Chapter 5.82, adding a new section to address income to rent ratios and use of Social Security numbers in tenant screening. The same enforcement mechanisms and penalties for violations applies in the proposed ordinance as the rest of the chapter. These enforcement mechanisms include: civil infractions carrying a monetary penalty, right of private action by the tenant, defense in an eviction proceeding, and suspension, denial or revocation of a business

license. Enforcement actions are responsive to tenant complaints and potential violations are investigated by housing staff. Typically, these complaints can be resolved through education and communication between City staff and property owners. If a violation is found and a resolution cannot be reached, City housing staff refers the case to Code Enforcement, who may issue a civil infraction.

Effective date of ordinance

Staff recommends the ordinance take effect on or after April 1, 2026. Staff anticipates that landlords may need time to research and contract with alternative third-party screening companies or revise their screening criteria to comply with these new requirements.

Educational efforts

In November 2025, staff organized a free webinar about the 2024 HUD tenant screening guidance in collaboration with the Fair Housing Center of Washington and regional jurisdictions in Thurston County. Education related to criminal, credit, and rental history screening was provided. Nearly 150 people registered and over 90 people attended the webinar. An additional 49 people viewed the recording online by November 24. HUD's 2024 guidance was sent to attendees, Rental Registry subscribers, and posted on the City's Landlord Information webpage.

Climate Analysis:

The proposed rental housing policies are not expected to have a significant impact on greenhouse gas emissions. If a household is able to qualify for more housing options and relocate close to their existing residence, they may have reduced commute times, resulting in a long-term reduction in greenhouse gas emissions.

Equity Analysis:

Requiring rental applicants to demonstrate their income totals three or more times the rent creates barriers to housing access for BIPOC, people with disabilities, and single parents who are more likely to have lower incomes. These community members benefit from the City lowering these thresholds and increasing the housing options available to them. One of the goals identified in the Assessment of Fair Housing is to explore and enact policy solutions to reduce barriers to accessing housing, such as barriers in the tenant screening process.

BIPOC households are more likely to rent and less likely to own their homes than white households in Olympia. According to HUD CHAS data (retrieved from Department of Commerce), 50% of white households in Olympia rent, while 61% of BIPOC households and 73% of Hispanic/Latinx households rent. According to American Community Survey data (retrieved from the Thurston County Assessment of Fair Housing), about 82% of Olympia households with a single mother rent rather than own their homes.

BIPOC households are more likely to be extremely low-income than white households. In Olympia, 24% of households of color and 22% of Hispanic/Latinx households earn less than 30% of Area Median Income, while 15% of white households earn less than 30% of Area Median Income. In 2020 in Olympia, a person with a disability earned on average \$26,075, compared to \$37,168 earned by a person without a disability. Just over 33% of single mother households in Olympia had income below the federal poverty level, compared to 11% of the total population. Requiring rental applicants to demonstrate their income totals more than three times the rent creates barriers to housing access for BIPOC, people with disabilities, and single parents who are more likely to have lower incomes. These

community members benefit from the City lowering these thresholds.

Requiring provision of Social Security numbers prevents housing access for immigrants to the U.S. According to ACS 5-year estimates, Olympia's immigrant population is growing. Between 2010 and 2020, the City of Olympia experienced 3% growth in residents born outside the U.S. Ten percent of Olympia's population was born outside the U.S.

There is limited data on landlord demographics. City of Olympia surveys include demographic data, but not all respondents provide demographic information and there is a limited sample size. Approximately 71% of landlords who completed the landlord survey (part of the Olympia rental housing code update in 2022) identified as white, which is similar to the general population of Olympia overall. Landlords are burdened by requirements that may change their current rental screening practices, which will require more time and effort to attain compliance.

Neighborhood/Community Interests (if known):

Potential changes to Olympia Municipal Code's Rental Housing Code (OMC 5.82) are a topic of significant interest to renters and rental housing owners/operators within the city and around Thurston County.

There were 283 respondents to the Engage Olympia survey on this topic (123 renters and community service providers and 160 landlords/property managers). A summary of community survey results was shared with City Council at the September 2025 study session.

Financial Impact:

Additional costs are not anticipated if the City adopts the ordinance as presented to amend OMC 5.82. Additional staff time may be required to investigate and enforce the ordinance, as well as provide education and outreach to landlords and tenants.

Options:

1. Move to approve on second reading, an ordinance amending Olympia Municipal Code 5.82 addressing tenant screening practices.
2. Approve the ordinance with modifications, which may impact renters' ability to access housing units and landlords' business practices.
3. Don't approve the ordinance, which may restrict the ability of renters to access housing units.

Attachments:

Ordinance

Presentation

Ordinance No._____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
OLYMPIA MUNICIPAL CODE CHAPTER 5.82 RELATING TO RENTAL HOUSING
CODE**

WHEREAS, housing affordability and homelessness are a growing problem, and the City Council of the City of Olympia has declared that both homelessness and housing affordability are public health emergencies; and

WHEREAS, the majority of Olympia residents are renters; and

WHEREAS, Olympia's Housing Action Plan finds that "people of color are more likely to rent and more likely to have lower incomes than their white, non-Hispanic counterparts. This makes them particularly vulnerable to eviction when rent increases exceed their ability to pay. This concern is reflected in the population experiencing homelessness, which is also disproportionately people of color"; and

WHEREAS, Black, Indigenous, and People of Color (BIPOC) are more likely to rent than white residents in Olympia. 61 percent of BIPOC residents are renters, compared to 50 percent of white residents; and

WHEREAS, BIPOC, people with disabilities, and single parent households are more likely to have lower incomes than their counterpart households. In Olympia, 24 percent of households of color earn less than 30 percent of Area Median Income, compared to 15 percent of white households. In 2020 in Olympia, persons with disabilities earned, on average, \$26,075, compared to \$37,168 earned by persons without disabilities. 33 percent of single mother households in Olympia had income below the federal poverty level, compared to 11 percent of the total population; and

WHEREAS, over 6,000 renting households (52 percent of renting households) are cost-burdened in Olympia, which means they spend over 30 percent of their income on housing costs; and

WHEREAS, renters disproportionately bear the burden of low incomes and high housing costs. Almost 27 percent of Olympia renting households are severely cost-burdened (spending over half of their income on housing costs) compared to seven percent of Olympia homeownership households; and

WHEREAS, low-income households bear the brunt of high housing costs; of those households making 30 percent or less of the median income in Olympia, 82 percent are housing cost-burdened (of those, 73 percent are severely cost-burdened); and

WHEREAS, average rents in Olympia have increased significantly while vacancies in rental housing are low, making it increasingly difficult for tenants, especially people with limited finances, to obtain rental housing; and

WHEREAS, many landlords require tenant applicants to demonstrate their income is equal to three or more times the monthly rent and some landlords require each applicant in a tenant household to demonstrate their income is equal to three or more times the monthly rent; and

WHEREAS, it is a common practice to require applicants to provide a Social Security Number in tenant screening, which presents a barrier for immigrants and refugees; and

WHEREAS, the Fair Housing Act prohibits housing discrimination based on national origin and the Washington State Law Against Discrimination additionally prohibits housing discrimination based on immigration and citizenship status; and

WHEREAS, Olympia is a Sanctuary City and finds that all residents should be able to live in the City of Olympia regardless of their immigration or citizenship status; and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with its Housing Action Plan, Strategy 2 ("Make it easier for households to access housing and stay housed.") Tenant protections are specifically outlined in Strategy 2a ("Identify and implement appropriate tenant protections that improve household stability"); and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with the Thurston County Assessment of Fair Housing, Goal 4 ("Reduce barriers to access housing") to address barriers in the tenant screening process; and

WHEREAS, the City Council wants to amend Chapter 5.82 OMC to adopt the proposed tenant protections, and finds that this ordinance will protect and promote the health, safety, and welfare of the residents of Olympia;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 5.82 Olympia Municipal Code Chapter 5.82, Rental Housing Code, is hereby amended to read as follows:

Chapter 5.82 RENTAL HOUSING CODE

5.82.000 Chapter Contents Sections:

5.82.010 Purpose and Intent.

5.82.020 Definitions.

5.82.030 Rent Increase Notification; Tenant's Right to Terminate Tenancy.

5.82.040 Economic Displacement Relocation Assistance.

5.82.050 Pet Damage Deposits.

5.82.060 Limits to Fees.

5.82.070 Registration of Rental Units.

5.82.080 Business License Required for Rental Housing Units.

5.82.090 Periodic Inspections Required for Rental Properties.

5.82.100 Prohibition on Passing Charges to a Tenant to Comply with a Program.

5.82.110 Rent Increases Prohibited if Unit has Defective Conditions.

5.82.120 Relocation Assistance for tenants of condemned rental units or units determined to be unlawful to occupy.

5.82.130 Relocation Assistance for Low-Income Tenants Displaced by demolition, substantial rehabilitation, or change of use of rental units.

5.82.140 Right to Install Cooling Devices.

5.82.150 Tenant Screening Requirements.

5.82.1560 Retaliation Prohibited.

5.82.1670 Violations.

5.82.010 Purpose and Intent

The purpose of this Chapter is to establish regulations supporting housing security to reduce homelessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Olympia. It is the intent of the Olympia City Council to continue its long-term commitment to maintain healthy, vibrant, and diverse neighborhoods within the City of Olympia. The regulations contained in this Chapter balance the needs of the landlord, tenant, and the City of Olympia to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Olympia's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken. This Chapter ensures housing security for current and future residents within the City of Olympia.

5.82.020 Definitions

Unless the context clearly requires otherwise, the definitions in this section apply throughout this Chapter:

- A. "Affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household's monthly income.
- B. "Affordable housing provider" means a rental housing property owner that is funded or otherwise contractually obligated to provide housing that is affordable to low-income households. This includes nonprofit organizations, public agencies, or private owners receiving a tax credit to provide affordable housing to low income households.
- C. "Building" means a structure having a roof supported by columns or walls used for supporting or sheltering of any kind.
- D. "Building code" means all code provisions adopted in and throughout Chapter 16.04 OMC.
- E. "Business license" means a business license as required by this Chapter and by Chapter 5.02 OMC.
- F. "Certificate of compliance" means a statement signed and dated by the City that certifies that each rental unit complies with the requirements and standard of this Chapter.
- G. "Certificate of inspection" means the form created by the City and completed and issued by a qualified rental housing inspector following an inspection that certifies that each rental unit that was inspected passed inspection.
- H. "Change of use" means the conversion of any rental unit: from a residential use to a nonresidential use; to a condominium; or from a long-term rental to a short-term rental, as defined in OMC 18.02.170, which results in the displacement of an existing tenant. An owner displacing a tenant so that the owner can occupy the rental unit as the owner's primary residence does not constitute a change of use.
- I. "Days" means calendar days unless otherwise provided.
- J. "Declaration of compliance" means a statement submitted to the City by a rental property owner or landlord that certifies that, to the best of such person's knowledge, each rental unit complies with the requirements and standards of this Chapter and Chapter 59.18 RCW, and that there are no conditions

presented in any rental unit that endanger or impair the health or safety of a tenant.

K. "Demolition" means the destruction of any rental unit or the relocation of an existing rental unit or units to another site.

L. "Displacement" or "displaced" means the demolition, substantial rehabilitation, or change of use requiring an existing tenant or tenants to vacate the rental unit, but does not include the relocation of a tenant from one rental unit to another rental unit with the tenant's consent or the temporary relocation of a tenant for less than 72 hours.

M. "Immediate family member" means a spouse, domestic partner, or partner in a committed intimate relationship; or a parent, grandparent, child, grandchild, sibling, aunt, uncle, niece, or nephew, or first cousin, including when any of the foregoing are related by law, such as through marriage, domestic partnership, or committed intimate relationship.

N. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

O. "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below 80 percent of the median family income adjusted for family size, for Thurston County, as reported by the United States Department of Housing and Urban Development.

P. "Mobile home" or "manufactured home" means a mobile home or a manufactured home as defined in Chapter 59.20 RCW.

Q. "Owner" or "rental property owner" means the owner of record as shown on the last Thurston County tax assessment roll, or such owner's authorized agent.

R. "Qualified rental housing inspector" mean a private inspector who possesses at least one of the following credentials and who has been approved by the City as a qualified rental housing inspector based on a process developed by the City consistent with the intent of this Chapter:

1. American Association of Code Enforcement Property Maintenance and Housing Inspector certification;
2. International Code Council Property Maintenance and Housing Inspector certification;
3. International Code Council Residential Building Code Inspector;
4. Washington State licensed home inspector; or
5. Other acceptable credential as determined by the City.

S. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

T. "Rental agreement" means any agreement that establishes or modifies the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a rental unit.

U. "Rental property" means a single parcel with one or more rental units made available for rent or rented by the same landlord.

V. "Rental property complex" means contiguous parcels with rental units rented by the same landlord as a single rental complex.

W. "Rental unit" means a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including single- family residences and units of multiplexes, apartment buildings, and mobile homes and which is made available for rent (*i.e. made available for occupancy in exchange for the payment of rent*) or rented (*i.e. occupied in exchange for the payment of rent*).

X. "Residential rental housing registration" means registration of one or more rental units as required by this Chapter.

Y. "Shelter" means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit agency or governmental entity, the primary purpose of which is to provide temporary shelter for persons experience homelessness in general or for specific populations of such persons and includes a homeless shelter, an emergency shelter, and an emergency housing facility as defined in OMC 18.02.180.

Z. "Single-family dwelling" means a single unit providing complete, independent living facilities for a household, including permanent provisions for living, sleeping, cooking, and sanitation.

AA. "Substantial rehabilitation" means extensive structural repair or extensive remodeling that requires a building, electrical, plumbing, or mechanical permit, or is valued at \$6,000 or more per rental unit and that cannot be done with the tenant in occupancy.

BB. "Tenant" means any person who is entitled to occupy a dwelling rental unit primarily for living or dwelling purposes under a rental agreement.

CC. "Transitional housing" means housing that provides stability for residents for a limited time period, usually two weeks to 24 months, to allow them to recover from a crisis such as homelessness or domestic violence before transitioning into permanent housing. Transitional housing often offers supportive services, which enable a person to transition to an independent living situation.

DD. "Unit not available for rent" means a rental unit that is not currently offered or available for rent as a rental unit.

5.82.030 Rent Increase Notification; Tenant's Right to Terminate Tenancy

A. A landlord may not increase a tenant's rent by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect.

B. A landlord may not increase a tenant's rent if such rent increase, together with any other rent increase in the preceding 12 months, totals seven percent or more unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect. A tenant's rent is considered to have increased seven percent or more for purposes of this section if it has if it has increased by seven percent of more of the amount of the tenant's rent in effect 12 months prior to the

effective date of the rent increase (for example, if a landlord notifies a tenant of a rent increase effective July 1 of the current year, and such rent increase, together with any other rent increases since July 1 of the previous year, is seven percent or more of the tenant's rent as of July 1 of the previous year).

C. A landlord may not increase the rent of a tenant by 10 percent or more of the rent unless the landlord has provided the tenant with notice of the rent increase at least 180 days before such increase takes effect.

D. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected tenant.

E. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040. Notice of any rental increase of five percent or less may be served in accordance with RCW 59.12.040.

F. If a landlord gives notice of intent to increase the amount of rent by more than five percent, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 30 days' written notice and should the tenant so terminate the tenancy, the tenant only owes prorated rent through the date when the tenant vacates the rental unit. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection.

G. Any notice of rent increase required by this section must state, in clear language, that because the landlord seeks to increase the rent paid by the tenant by more than five percent, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 30 days' written notice and, should the tenant so terminate the tenancy, the tenant only owes prorated rent through the date when the tenant vacates the rental unit.

H. The increase notice required by OMC 5.82.030(A), (B), and (C) must specify:

1. The amount of the increase;
2. The total amount of the new rent;
3. The date the increase becomes effective;
4. The rationale for the rent increase; and
5. The rights of tenants under the Economic Displacement Relocation Assistance program under OMC 5.82.040, including:
 - a. A statement of the right of the tenant to request economic displacement relocation assistance in writing within 45 days of receipt of an increase notice. If the rent increase, together with any other rent increase in the preceding 12 months, totals seven percent or more, and that should a tenant so request, the landlord must, within 31 calendar days of receiving a request from the tenant, pay the tenant relocation assistance equivalent to two and half times the tenant's monthly rent (i.e. two and half months' rent).
 - b. A statement that if the tenant receives timely relocation assistance as provided for under OMC 5.82.040, the tenant may relocate at any time during the remainder of the tenancy prior to the effective date of the rent increase, if the tenant provides at least 30 days' written notice and pay prorated rent until they vacate the unit.

c. A statement that if the tenant remains in the rental unit until the effective date of the rent increase, the tenant is obligated to pay the increased rent in accordance with the increase notice for the duration of the tenant's occupancy of the rental unit and to repay any relocation assistance provided to the tenant.

5.82.040 Economic Displacement Relocation Assistance

A. If, within 45 calendar days after a tenant receives a notice indicating a rent increase and if that rent increase, together with any other rent increase in the preceding 12 months, totals seven percent or more, the tenant may request, in writing, that the landlord provide relocation assistance. If requested by the tenant, within 31 calendar days of receiving the request for relocation assistance, the landlord shall pay to the tenant relocation assistance equivalent to two and half times the tenant's monthly rent (i.e. two and half months' rent). A tenant's rent is considered to have increased seven percent or more for purposes of this section if it has increased by seven percent of more of the amount of the tenant's rent in effect 12 months prior to the effective date of the rent increase (for example, if a landlord notifies a tenant of a rent increase effective July 1 of the current year, and such rent increase, together with any other rent increases since July 1 of the previous year, is seven percent or more of the tenant's rent as of July 1 of the previous year).

B. The requirements of this section apply per rental unit, not per individual tenant.

C. Return of Relocation Assistance.

1. If the tenant receives timely relocation assistance as provided for under this chapter, the tenant may relocate at any time during the remainder of the tenancy prior to the effective date of the rent increase, if they provide at least 30 days' written notice and pay any rent owing until they vacate the unit. When a tenant vacates a rental unit under this section, the tenant owes rent prorated to the date the tenant vacates the unit.
2. At the conclusion of this relocation period, if the tenant remains in the rental unit until the effective date of the rent increase, the tenant is obligated to pay the increased rent in accordance with the increase notice for the duration of the tenant's occupancy of the rental unit and to repay any relocation assistance provided to the tenant.

D. Notice to the City.

A Landlord shall provide notice to the City of Olympia of:

1. Any request for relocation assistance, within 30 days of receipt of such notice; and
2. Any payment of relocation assistance within 30 days of making such payment.

E. Exceptions.

1. The Economic Displacement Relocation Assistance provisions do not apply to any of the following:
 - a. A landlord and tenant living on the same site if the site has only one rental unit;
 - b. A landlord and tenant living together in the same single-family dwelling where the tenant shares the dwelling with the owner;
 - c. Tenants who have lived in the rental unit for less than six months;

- d. Living arrangements exempted under RCW 59.18.040;
- e. Transient dwelling, as defined in OMC 18.02.180, which includes a short-term rental;
- f. An assisted living dwelling defined in OMC 18.02.180.
- g. A shelter, as defined in OMC 5.82.020(u).
- h. A rental agreement which governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program.

5.82.050 Pet Damage Deposits

A. Except as provided in subsection B of this section, a landlord may require payment of a pet damage deposit that may not exceed 25 percent of one month's rent, regardless of the time when the pet damage deposit is paid.

B. Exceptions

- 1. A landlord may not require a pet damage deposit for an animal that serves as an assistance animal for the tenant. This prohibition does not prohibit a landlord from bringing an action for damages resulting from damage to the landlord's property caused by the tenant's assistance animal. For purposes of this subsection, "assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability.
- 2. This section does not apply to that type of subsidized housing where the amount of rent is set based on the income of the tenant. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program.

C. If the tenant's pet's occupancy begins at the beginning of tenancy, the amount of the pet damage deposit must be specified in a rental agreement. If the tenant's pet's occupancy begins after the beginning of the tenancy, the amount of the pet damage deposit must be specified in an addendum to the rental agreement. The tenant may elect to pay the pet damage deposit in three consecutive, equal monthly installments that begin when the tenant's pet first occupies the rental unit or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule must be described in the rental agreement.

D. A landlord may not keep any portion of the pet damage deposit for damage that was not caused by a pet for which the tenant is responsible. Not later than 30 days from the end of the tenancy, consistent with RCW 59.18.280(1)(a), the landlord shall return to the tenant any portion of the pet damage deposit not applied to the costs of remediating damage caused by a pet for which the tenant is responsible, or the landlord shall provide to the tenant an itemized list of damages if a portion or the entirety of the deposit is retained for damage caused by a pet for which the tenant is responsible.

E. Other than the pet damage deposit authorized by subsection A of this section, a landlord may not charge the tenant any fee for keeping a pet.

5.82.060 Limits to Fees

A. A landlord may not charge a tenant excessive fees, fees for anticipated landlord expenses, and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement. All required rent, fees, and charges must be identified in writing to a tenant prior to application. A landlord may require only the following types of fees:

1. Applicant screening charges, pursuant to RCW 59.18.257;
2. A refundable security deposit or last month's rent to secure possession of a rental unit, which may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program;
3. Refundable pet damage deposits, pursuant to OMC 5.82.050;
4. Utilities or utility-related charges, provided that the landlord provides a clear accounting or methodology for utility charges if not based on tenant usage;
5. Late charges or fees for late payment of rent (not to exceed \$10.00 per month); and
6. Fees to reimburse a landlord expense, which must be substantiated by the landlord pursuant to the requirements in RCW 59.18.280, including:
 - a. Repair of damages to the rental unit or rental property or replacement of fixtures in the rental unit, as allowable under RCW 59.18.180(1) and RCW 59.18.280;
 - b. Improvements, amenities, or other services that are requested by the tenant and that are not required of the landlord by the rental agreement or by RCW 59.18.060;
 - c. Dishonored checks.
 - d. Costs to re-rent a rental unit as allowable under RCW 59.18.310 after a tenant abandons the unit and as authorized by OMC 5.82.030(E).

B. Nothing prohibits a landlord from offering one or more nonessential services, but a tenant must be allowed to opt out of such service(s) and any associated fee(s), if the tenant chooses to not participate. For the purposes of this subsection, "nonessential services" means a third-party service offered by the landlord to the tenant at the tenant's cost where a viable alternative is available, but does not include a duty required to be provided by a landlord pursuant to RCW 59.18.060 or utilities that are required by the lease agreement to be paid by the tenant.

C. A landlord is permitted to pursue arbitration fees, reasonable attorneys' fees, and court costs, as authorized by RCW 59.18 and RCW 59.12.

5.82.070 Registration of Rental Units

A. Registration required for rental units.

1. Any person who makes available for rent, or rents, any rental unit not exempt under subsection B of this section shall, prior to making such unit available for rent or renting such unit, register the rental unit with the City, and shall maintain the registration throughout the term of the rental of such unit.

2. A residential rental housing registration is good for one calendar year and expires on December 31st of the calendar year of registration or renewal.
3. The residential rental housing registration for a rental unit is transferable to any person who acquires ownership of a registered rental unit for the unexpired portion of the one-year term for which it was issued.

B. Exempt rental units. This section does not apply to the following types of rental units:

1. A unit within an owner-occupied single-family dwelling where the tenant shares the dwelling with the owner;
2. A rental unit occupied by a property owner's immediate family member. The property owner shall submit a completed declaration on a form provided by the City to qualify for this exemption. The City may revoke the exemption if the tenant submits a complaint to the City alleging any municipal code violation or violations at the rental property or of conditions at the rental property that endanger or impair the health or safety of a tenant;
3. A unit not available for rent; provided that a unit must be registered under this section before being made available for rent or rented;
4. An owner-occupied mobile home or manufactured home, both as defined in Chapter 59.20 RCW;
5. A living arrangement exempted under RCW 59.18.040;
6. A transient dwelling as defined in OMC 18.02.180, which includes a short-term rental;
7. An assisted living dwelling defined in OMC 18.02.180 , with the exception of Permanent Supportive Housing.

C. Application. A landlord registering a rental unit or units pursuant to this section shall follow the process and shall utilize the form established by the City. The landlord shall pay the required registration fee, submit a declaration of compliance and such other information as required by the City, and shall provide a mailing address to which the City will send any notice required under this Chapter.

D. Renewal. A landlord shall renew a residential rental registration for the ensuing year on or before the date of the expiration of the current registration by submitting a renewal application on a form and through a process established by the City, updating the information contained in the original application as necessary, and paying the required annual registration fee.

E. Landlord shall provide and update mailing address. Each landlord registering a rental unit or units under this section or renewing a registration shall provide the City with a mailing address and shall notify the City of any change in the landlord's mailing address. Any notice required to be provided to a landlord or rental property owner by the City that the City mails to the address provided through the registration or renewal process must be deemed received three days after mailing.

F. Provision and posting of tenants' rights and program information. Each landlord shall, at the time a new lease with a tenant is executed, or a lease with a tenant is renewed, provide the tenant a copy of the current version of a tenant rights information document prepared by the City, which document must inform tenants of tenants' rights under this Chapter and identify and provide contact information for City staff that a tenant may contact should a tenant believe the tenant's rights under this Chapter have been violated. In addition, at each rental unit registered under this section, or in a common area of the rental

property, the landlord shall post information regarding the City's rental housing and safety inspection program; provided, that the City may establish one or more alternative or additional methods for conveying the information to tenants. Upon request by a landlord, the City shall provide a form with the information required in this subsection.

G. Fees Established. A landlord of a rental unit subject to the registration requirements under this section shall pay an annual registration fee of \$35 per rental housing unit. An affordable housing provider may request an exemption from registration fees and the City may grant such a request at its discretion.

H. Penalty. Any person who fails to properly register any rental unit or fails to submit the required documentation for renewal of such registration on or prior to the expiration date of the registration is in violation of this chapter and is subject to the penalty provisions of OMC 5.82.1370.

5.82.080 Business License Required for Rental Housing Units.

A. Unless exempt under subsection B below, each and every person making available for rent or renting one or more rental units within the City limits shall, in accordance with Chapter 5.02 OMC, obtain and maintain a business license. One business license covers all of a person's rental units within the City; however a separate business license is required for any other business operated by such person, in accordance with OMC 5.02.005.

B. Exemptions. A landlord is exempt from the requirement to obtain a business license under this section if the landlord rents only the following types of rental units:

1. A single rental unit located on the same property as an owner-occupied residence;
2. Rental units exempt from the residential rental housing registration requirements under OMC 5.82.070(B). The operation of dwelling or lodging types that do not fall under this Chapter, such as hotels, motels, short-term rentals, shelters, transitional housing, and housing accommodations at an institution, may require an Olympia business license under a different Olympia Municipal Code provision.

C. Certificate of compliance. As a condition of the issuance or renewal of a business license, a landlord shall, prior to the renewal of the business license, possess a certificate of compliance issued by the City, certifying that each rental unit made available for rent or rented by the landlord has been inspected as required by OMC 5.82.090.

D. Declaration of compliance. As a condition of the issuance or renewal of a business license, a landlord shall, prior to the issuance of the business license, provide to the City a valid declaration of compliance declaring that each rental unit made available for rent or rented by the landlord complies with the requirements of this Chapter and RCW Chapter 59.18 and that there are no conditions present in the rental unit or units that endanger or impair the health or safety of any tenant.

E. Denial, suspension, or revocation of license – Appeal

1. Denial or revocation of business license. A landlord may be denied a business license, or a landlord's business license may be suspended or revoked, for any of the following reasons:
 - a. The landlord fails to obtain a certificate of compliance as required by this section;
 - b. The certificate of compliance or business license was procured by fraud or false representation of fact;

- c. The landlord has failed or fails to comply with any of the provisions of this Chapter;
- d. The landlord fails to pay any fee due to the City under this Chapter;
- e. The landlord's rental unit or units is subject to a notice of violation for a municipal code violation which has been deemed committed or found to have been committed;
- f. Any reason set forth in OMC 5.02.050.

2. Process – Appeal. The denial, suspension, or revocation of a landlord's business license must comply with the business license denial, suspension, or revocation procedures set forth in Chapter 5.02.050 OMC. A landlord may appeal the denial, suspension, or revocation of a business license as provided in OMC 5.02.060.

3. Reinstatement of business license. If a landlord's business license is suspended or revoked, or an application for a license is denied, the City may grant the landlord a business license only after:

- a. Any and all deficiencies on which the denial, suspension, or revocation was based have been corrected;
- b. In the event an inspection has been required, an inspection has been completed and the landlord has provided to the City a valid certificate of inspection that meets the requirements of this Chapter;
- c. The landlord pays the registration and license fee as set forth in this Code; and
- d. The landlord reimburses the City in full for any applicable tenant relocation assistance costs under OMC 5.82.090 and RCW 59.18.085 paid by the City on the Landlord's behalf.

F. Penalty for not obtaining license. In addition to the penalties set forth in Chapter 5.02 OMC, a landlord who makes available for rent or rents a rental unit without having a valid and current business license is in violation of this Chapter and is subject to the penalty provision of OMC 5.83.130, below.

5.82.090 Periodic Inspections Required for Rental Properties

- A. Inspection and certificate of inspection required.
 - 1. Unless exempt under subsection B(1) below, each and every rental property in the City must be inspected at least once every five years by a qualified rental housing inspector and a certificate of inspection, reflecting the completed inspection, must be provided to the City. A required inspection is complete only after a qualified rental housing inspector has performed an in-person inspection as required by this section and has issued a certificate of inspection on the form provided by the City and the certificate of inspection is received by the City.
 - 2. Nothing in this section precludes inspection of a rental property or one or more units thereof under RCW 59.18.115, RCW 59.18.150, or other applicable law, pursuant to a valid search warrant, or at the request or consent of a tenant.
- B. Exemptions; certain inspection reports accepted in lieu of certificate of inspection.
 - 1. The following rental properties are exempt from the inspection requirements of this section:

- a. A rental property consisting of a single rental unit located on the same property as an owner occupied residence.
- b. A rental property consisting only of a rental unit or units exempt from the residential rental housing registration requirements of OMC 5.82.070(B).
- c. A rental property that received a certificate of occupancy within the previous 10 years and for which the City has not during that period received any report of any municipal code violation or violations at the rental property or of conditions at the rental property that endanger or impair the health or safety of a tenant.

2. In lieu of a certificate of inspection provided by a qualified rental housing inspector following an inspection under this section, the City may accept an alternate inspection report from an affordable housing provider that is required to complete a periodic inspection if the report reflects that inspection performed was substantially equivalent to the City's inspection standards. This includes an inspection report for a privately owned rental housing property rented to a voucher recipient if the rental property has passed inspection by Housing Authority of Thurston County.

C. City Administration.

1. The City shall create and make available a rental unit inspection checklist to be utilized by qualified rental housing inspectors conducting inspections of a rental properties under this section. The checklist must consist, at a minimum, of a number of health and safety elements, and such other elements as the City may elect to include, that a rental unit subject to inspection either meets or fails.
2. The City shall create and make available a certificate of inspection form to be used by a qualified rental housing inspector in conducting an inspection of rental properties under this section.
3. The City shall create and make available a notice of failed inspection form to be used by a qualified rental housing inspector in conducting an inspection of rental properties under this section.
4. The City shall create and make available a tenant notice form to be utilized by rental property owners in informing tenants of the impending inspection of a rental property and individual rental units, as required by RCW 59.18.125(7)(a) and subsection E(2), below. Such notice must comply with RCW 59.18.125(7)(a) and must state that a tenant with a disability who may be negatively affected by entry into their rental unit by the inspector may request a reasonable accommodation by the City, including the City selecting an alternate unit for inspection.
5. The City shall determine the methodology for selecting which units within a rental property are subject to inspection under subsections D(2) and (3), below, and for each rental property subject to a periodic inspection, shall select units for inspection using such methodology and inform the rental property owner and the inspector of the rental units selected for inspection.
6. By December 1 of the year before a rental property's inspection must be completed, the City shall mail a notice to the rental property owner informing the owner that the inspection under this section must be completed in the coming calendar year and identifying those rental units at the rental property that are subject to inspection. The City shall mail such notice to the rental property owner at the address provided on the rental property owner's registration under OMC 5.82.070.

D. Rental units subject to inspection.

1. Except as provided in subsections 4 and 5 below, for a rental property consisting of one to four rental units, one rental unit may be selected by the City for inspection.
2. Except as provided in subsections 4 and 5 below, for a rental property consisting of between five and 20 rental units, no more than 20 percent, rounded up to the next whole number, of the rental units, up to a maximum of four units, may be selected by the City for inspection.
3. Except as provided in subsections 4 and 5 below, for a rental property consisting of 21 or more rental units, no more than 20 percent, rounded up to the next whole number, of the rental units, up to a maximum of 50 units, may be selected by the City for inspection.
4. If one or more units on a rental property selected for inspection by the City fail inspection, the City may require up to 100 percent of the units on the rental property be inspected.
5. If the City has, since the last required inspection, received one or more reports of a municipal code violation at the rental property or conditions at the rental property that endanger or impair the health or safety of a tenant, the City may require 100 percent of the units on the rental property be inspected.

E. Conduct of Inspection of Rental Property.

1. After receiving notice from the City that a rental property is due for inspection under this section, a rental property owner shall arrange with a qualified rental housing inspector to perform, at a particular date and time, the inspection of the unit or units identified by the City as subject to inspection. The inspection must be conducted at the rental property owner's expense, except as provided in subsection 7, below.
2. Not more than 60 nor fewer than 30 days prior to the date set for the inspection, the rental property owner shall provide notice to each tenant of the rental property of the impending inspection, using the form created by the City, completed by the rental property owner with all required information. The rental property owner shall provide a copy of the notice to the inspector upon request on the day of inspection.
3. The qualified rental housing inspector shall conduct an in-person inspection of the rental unit or units selected by the City for inspection. The rental property owner shall allow the inspector to access the rental property and shall, under the authority of RCW 59.18.150, facilitate the inspector's access to each rental unit subject to inspection, including providing the notice required in subsection 2, above.
4. In conducting an inspection under this section, the inspector may only investigate a rental property as needed to provide a certificate of inspection under this section.
5. In conducting an inspection under this section, the inspector shall utilize the checklist developed by the City, inspecting the unit or units subject to inspection to determine if the unit meets or fails to meet each element listed on the checklist. If any rental unit fails to meet any element of the checklist, the rental property fails the inspection and a certificate of inspection for the rental property may not be issued.
6. Unless the rental property fails the inspection, the inspector shall, within 10 days of conducting an inspection of a rental property, issue a certificate of inspection on the form developed by the

City and shall provide a copy of the certificate of inspection to the City and to the rental property owner.

7. If the rental property fails the inspection, the inspector shall, within 10 days of the inspection, provide the rental property owner and the City a notice of inspection failure. A rental property owner may appeal a failed inspection under subsection F, below.

8. The City may, at the City's discretion, provide City funding for an inspection of a rental property operated by an affordable housing provider.

F. Appeal of failed inspection. If a rental property fails an inspection under this section, the rental property's owner may appeal such failure by submitting a written appeal notice to the City Manager. The appeal notice must be received by the City Manager within 14 days of issuance of the notice of failed inspection. The appeal notice must identify the rental property subject to the notice of failed inspection, the name of the rental property's owner, and must state with particularity the basis for the appeal. A copy of the notice of failed inspection must be provided to the City Manager along with the appeal notice. The City Manager, or designee, shall, within 30 days of receipt of the appeal, review the appeal and shall issue a written decision to uphold, modify, or reverse the failed inspection. The City Manager's or designee's decision is the final decision of the City.

G. Failure to complete inspection when required. If a rental property owner fails to complete an inspection of the rental property owner's rental property by the end of the calendar year in which the inspection is due, or if the rental property fails the inspection:

1. The City shall mail a notice of non-compliance to the rental property owner.

2. Upon receipt of a notice of non-compliance, a rental property owner shall, within 30 days, complete the required inspection and provide a certificate of inspection to the City or enter into a compliance agreement with the City.

3. If, 30 days after receipt of a notice of non-compliance, a rental property owner has not completed the required inspection and provided a certificate of inspection to the City or has not entered into a compliance agreement with the City, or if at any time a property owner violates the terms of a compliance agreement with the City:

a. The rental property owner is in violation of this Chapter and is subject to the penalty provisions of OMC 5.82.1370, below;

b. The City may declare the rental property or one or more units thereof, unlawful to occupy pursuant to RCW 59.18.085; after so declaring, the City shall mail written notice to the property owner and any and all affected tenants that the rental property or a unit or units have been declared unlawful to occupy;

c. The City may suspend or revoke the property owner's business license pursuant to OMC 5.02.050; and

d. The rental property owner shall pay for relocation assistance to each displaced tenant as provided in RCW 59.18.085, and, if the City pays for relocation assistance on behalf of the property owner, the property owner shall reimburse the City for all such amounts paid.

5.82.100 Prohibition on Passing Charges to a Tenant to Comply with a Program.

A landlord may not pass on to the tenant any costs incurred by the landlord in complying with this Chapter including: inspection fees, registration fees, business license fees, and repairs not related to damages caused by the tenant.

5.82.110 Rent Increases Prohibited if Rental Unit has Defective Condition.

A. A landlord may not increase the rent charged to a tenant by any amount if the rental unit has one or more defective conditions making the rental unit uninhabitable, if a tenant's request for repair to make the rental unit habitable has not been completed, or if the rental unit is otherwise in violation of RCW 59.18.060. If the tenant believes the rental unit has one or more defective conditions making the unit uninhabitable or violates RCW 59.18.060, the tenant may notify the landlord in writing as required by RCW 59.18.070, specifying the premises involved; the owner's name, if known; and the defective condition before the effective date listed in the notice of rent increase.

B. A landlord may not increase rent on any unit in a rental property if the rental property owner has not completed inspection of the rental property as required in OMC 5.82.090, or if the rental property has failed inspection under that section.

5.82.120 Relocation Assistance for tenants of condemned rental units or units determined to be unlawful to occupy.

The purpose of this section is to establish, pursuant to RCW 59.18.085, a relocation assistance program for tenants whose rental units have been condemned or determined unlawful to occupy by the City.

A. A landlord shall pay relocation assistance to the landlord's tenant pursuant to this section and RCW 59.18.085 when the tenant's rental unit has been condemned by the City or determined by the City to be unlawful to occupy.

B. Notice. At the time the City notifies a landlord that a rental unit owned or managed by the landlord has been condemned or determined to be unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, the City will also notify both the landlord and the tenant(s) that the tenant(s) may be entitled to relocation assistance from the landlord under this section and RCW 59.18.085.

C. Advancement of relocation assistance by the City. If the City determines that a tenant(s) is entitled to relocation assistance under this section and RCW 59.18.085, and the landlord has failed to provide the tenant(s) with relocation assistance within seven days of the City notifying the landlord of the condemnation or determination of unlawful to occupy, the City may advance the cost of relocation assistance to the tenant(s). The amount of relocation assistance advanced per rental unit may be no more than \$2,000, or three times the monthly rent, whichever is greater.

D. Reimbursement to the City. The landlord shall reimburse the City the relocation assistance advanced by the City to the tenant(s) within 60 days from the date that the City first advanced said funds.

E. Penalty. If a landlord fails to repay the City for the advanced relocation assistance within 60 days, the City shall, pursuant to RCW 59.18.085(f), assess civil penalties in the amount of \$50 per day for each displaced tenant. In addition, if the City has advanced relocation assistance to a tenant entitled to such assistance under this section or RCW 59.18.085, and if the landlord fails to reimburse the City as required by this section, interest on such amount accrues at the maximum legal rate of interest permitted under RCW 19.52.020, commencing 30 days after the date the City first advanced relocation assistance funds to the displaced tenant(s). The City is also entitled to attorney's fees and costs arising from any legal action taken to recover unpaid relocation assistance, penalties, and interest.

F. Exemptions. A landlord is exempt from payment or reimbursement to the City of relocation assistance if the landlord demonstrates by a preponderance of the evidence within seven days of the City sending notice of the condemnation or determination of unlawful to occupy that the condition(s) causing the dwelling to be condemned or unlawful to occupy was directly caused by:

1. a tenant's or any third party's illegal conduct without the landlord's prior knowledge;
2. a natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or
3. the acquisition of the property by eminent domain.

5.82.130 Relocation Assistance for Low-Income Tenants Displaced by demolition, substantial rehabilitation, or change of use of rental units.

The purpose of this section is to establish, pursuant to RCW 59.18.440, a tenant relocation assistance program for low-income tenants who are displaced when a rental property or rental unit is demolished, substantially rehabilitated, or upon the change of use of such property or rental unit. For purposes of this section, "low income" means total combined income per rental unit is at or below 50 percent of the median income, adjusted for family size, in Thurston County, Washington.

A. A landlord shall pay relocation assistance to a low-income tenant(s) if the tenant(s) is displaced as the result of: demolition, substantial rehabilitation, or change of use of the property or rental unit.

B. Exemptions. This section does not apply (except as otherwise expressly required by state or federal law) to low-income tenants who are displaced due to the following circumstances or from the following housing types:

1. Any rental unit demolished or vacated because of
 - a. a tenant's or any third party's illegal conduct without the landlord's prior knowledge;
 - b. natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or
 - c. the acquisition of the property by eminent domain.
2. Any rental unit ordered vacated or demolished because of damage within the landlord's control where relocation assistance under OMC 5.82.120 and RCW 59.18.085 applies;
3. An owner-occupied mobile home or manufactured home, both as defined in Chapter 59.20 RCW;
4. A living arrangement exempted under RCW 59.18.040;
5. A transient dwelling as defined in OMC 18.02.180, which includes a short-term rental;
6. An assisted living dwelling defined in OMC 18.02.180.
7. Any rental unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and
8. A shelter, as defined in OMC 5.82.020(u).
9. A landlord is not required to pay relocation assistance to:

- a. A tenant who moves from a rental unit prior to the application by the owner of the rental unit for any governmental permit necessary for the demolition, substantial rehabilitation, or change of use of the rental unit;
- b. A tenant who moves into a rental unit after application by the owner of the rental unit for any necessary governmental permit necessary for the demolition, substantial rehabilitation, or change of use of the rental unit, if the tenant receives, prior to taking possession of the rental unit, written notice from the property owner that specifically describes the activity or condition that may result in the tenant's temporary or permanent displacement and advises the tenant of the tenant's ineligibility for relocation assistance;
- c. A tenant who moves into a rental unit after any required condominium conversion notification or filing, if the tenant receives, prior to taking possession of the rental unit, written notice from the property owner that specifically describes the activity or condition that may result in the tenant's temporary or permanent displacement and advises the tenant of the tenant's ineligibility for relocation assistance.
- d. A tenant who is offered an opportunity to purchase their rental unit prior to conversion to a condominium, provided that the property owner enters into a relocation agreement with any tenant(s) who earns 50 percent of Area Median Income or below and who is unable or who does not wish to purchase their rental unit, and provided the property owner submits the relocation agreement to the City for approval. The City may condition its approval of the relocation agreement on the property owner entering into a compliance agreement with the City.

C. Notice to Tenants. When a tenant is to be displaced due to demolition, substantial rehabilitation, or change of use of the rental property or their rental unit, a landlord may only terminate the tenancy by providing a tenant with written notice at least 120 days before the end of the month or period of tenancy. The notice must include a Tenant Relocation Information packet that informs the tenant of their rights under this chapter, a tenant income verification form, and instructions that tenants must complete and return the form to the City within 30 days from the date that the notice was provided.

D. Notice to City. Within 14 days of providing the tenant with the notice required by subsection C, above, including the Relocation Information Packet, the landlord shall provide the City with a list of names of the tenants listed in the lease agreement and number of rental units for the rental unit(s) subject to demolition, substantial rehabilitation, or change of use.

E. Tenant eligibility for relocation assistance. Low-income tenants who are parties to a rental agreement for the rental unit are eligible for relocation assistance, but only if the tenant to be displaced resides in a rental unit at issue when the landlord delivers the notice required by subsection C, above and only if the tenant completes and provides to the City the tenant income verification form and is determined by the City to meet income eligibility requirements.

F. Tenant income verification.

1. To be eligible for relocation assistance under this section, a tenant must complete and provide to the City, within 30 days from the date that the notice, as required in subsection C, above, was provided, the income verification form. To be complete, the tenant income verification form must include the names of all occupants of the rental unit, the total combined monthly and annual income of the occupants of the rental unit, the total combined income of the occupants for the current calendar year, and must be signed by the tenant. Any tenant who fails to return a completed tenant income verification form to the City within 30 days from the date that the

notice required in subsection C, above, was provided is not eligible for relocation assistance unless the tenant has requested and received a written extension from the City.

2. Based on the information contained in the complete tenant income verification form, the City determines which tenants qualify as low-income tenants and are therefore eligible to receive relocation assistance.
3. Any tenant who fails or declines the opportunity to submit the tenant income verification form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, is not eligible for relocation assistance under this section.

G. Relocation assistance verification. Within 30 days of the City's receipt of the completed tenant income verification forms from all tenants who are parties to a rental agreement in a rental unit, the City will mail to each rental unit household who submitted a complete tenant income verification form and to the landlord, at the address provided under OMC 5.82.070(E), a notice stating whether or not the rental unit household is eligible for relocation assistance.

H. Appeal. Both the tenant and the owner may file an appeal of the City's determination of a tenant's eligibility for relocation assistance by submitting a written appeal notice to the City Manager. The appeal notice must be received by the City Manager within 14 days of City's issuance of the notice of eligibility for relocation assistance. The appeal notice must identify the rental property at issue, the rental unit at issue, the name of the rental property's owner, the name of the tenants who are parties to a rental agreement of the unit at issue and must state with particularity the basis for the appeal. A copy of the notice of eligibility determination for relocation assistance must be provided to the City Manager along with the appeal notice. The City Manager, or designee, shall, within 30 days of receipt of the appeal, review the appeal and shall issue a written decision to uphold, modify, or reverse the City's determination. The City Manager's or designee's decision is the final decision of the City.

I. Relocation assistance payments.

1. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the City, may receive a total relocation assistance payment of \$2,000 for their eligible rental unit. The amount of relocation assistance is adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics for the Seattle-Tacoma-Bellevue area. The relocation assistance payment is in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.
2. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one half the relocation assistance due to eligible tenants pursuant to this chapter.
3. Within 10 days after receipt by the owner of the notice of tenant eligibility, the landlord shall pay eligible tenants who will be displaced the landlord's portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment. Upon receipt of the owner's share of relocation assistance costs, the City will send the City's portion of relocation assistance payments to eligible tenants.

5.82.140 Right to Install Cooling Devices

A. A landlord may not prohibit a tenant from installing or using a portable cooling device (air conditioner or evaporative cooler) in a rental unit. A landlord may only prohibit or restrict a tenant from installing or using a portable cooling device if installation or use of the device would:

1. Violate building codes or state or federal law;
2. Violate the device manufacturer's written safety guidelines for the device;
3. Damage the premises or render the premises uninhabitable;
4. Require more amperage to power the device than power service to the building, rental unit, or circuit can accommodate;
5. Block a window that serves as the necessary egress (i.e. exit) from the rental unit;
6. Interfere with the tenant's ability to lock a window that is accessible from outside;
7. Damage or void the warranty of the window or frame, puncture the envelope of the building, or otherwise cause significant damages due to the use of brackets or other hardware required to securely fix the device;
8. Damage the rental unit or building because the device cannot be adequately drained; or
9. Risk the device falling.

B. A landlord may require portable cooling devices to be:

1. Installed or removed by the landlord or landlord's agent;
2. Subject to inspection or servicing by the landlord or landlord's agent; or
3. Removed from October 1 through April 30.

C. A landlord may not enforce a restriction on portable cooling devices against a tenant allowed under this section unless the restrictions are in writing and delivered to the tenant.

D. A landlord is immune from liability for any claim for damages, injury, or death caused by a portable cooling device installed by the tenant.

E. A landlord who must limit portable cooling devices for a building under subsection (A)(4) of this section shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability. A landlord is not responsible for any interruption in electrical service that is not caused by the landlord, including interruptions caused by an electrical supply's inability to accommodate use of a portable cooling device.

5.82.150 Prospective Tenant Screening Requirements

A landlord may screen a potential tenant(s) and any additional occupants of a rental unit based upon any criteria, except that a landlord must comply with the requirements and limitations of this section and of RCW 59.18.257 and not have any unlawful discriminatory polices used in screening for tenancy or occupancy. A landlord who screens a tenant(s) or occupant(s) contrary to the requirements or limitations

of this section is in violation of this chapter and is liable to the tenant or occupant (or both) and is subject to the remedies and penalties under OMC 5.82.170.

A. Social Security Number Requirement.

1. A landlord may not require that a tenant, prospective tenant, occupant, or prospective occupant of a rental unit provide a social security number to the landlord. A landlord may request a social security number, and if the tenant and/or occupant elects to provide it, the landlord may use the number in screening the prospective tenant/occupant. A landlord may not refuse to enter into a rental agreement with a tenant or prospective tenant because the tenant or prospective tenant does not provide a social security number. A landlord must inform any prospective tenant or occupant seeking a rental unit of their right to provide alternative proof of financial qualifications and identity verification. A landlord must accept alternative documentation to establish identity or financial eligibility if offered by the tenant. If the prospective tenant or occupant provides alternative documentation to establish identity or financial eligibility, the landlord must offer the same rental agreement terms to the applicant as if a social security number had been provided.
2. A landlord may not intimidate, threaten, or harass any tenant, prospective tenant, occupant or prospective occupant due to immigration or citizenship status at any point in the screening process or tenancy.
3. Nothing in this section prohibits a landlord from: (i) complying with any legal obligation under federal law, (ii) requesting information or documentation necessary to determine or verify the financial qualifications of a prospective tenant, or to determine or verify the identity of a prospective tenant or prospective occupant, or (iii) taking adverse action because of unfavorable screening results.

B. Financial Qualifications of Applicant(s).

1. A landlord may require an applicant(s) to demonstrate a monthly gross income of up to, but not greater than, two-and-one-half times the amount of the monthly rent for the rental unit.
2. For the purposes of this subsection, a landlord's evaluation of an applicant's income to rent ratio must:
 - a. Include all income sources of an applicant(s). The landlord may also choose to consider verifiable friend or family assistance;
 - b. Calculate the income to rent ratio based on a rental amount that is reduced by the amount of any local, state, or federal government rent voucher or housing subsidy available to the applicant; and
 - c. Be based on the cumulative financial resources of all applicants.
3. If an applicant(s) does not meet the minimum income ratios as described in this section, a landlord may require the applicant(s) to provide a co-signer or guarantor and/or must allow the applicant to demonstrate a history of successful rent payment.

5.82.1560 Retaliation Prohibited.

A landlord may not retaliate against a tenant for asserting tenant rights under the tenant protection provisions of this Chapter or any other applicable tenant protection law.

A. It is a violation of this Chapter and a defense against eviction for a landlord to threaten, commence, or carry out retaliation, including a retaliatory eviction, based on the tenant having asserted rights and protections afforded by this Chapter or any other applicable tenant protection law.

B. There is a rebuttable presumption that a landlord's action was retaliatory if the action occurred within 90 days of the tenant asserting a right or protection afforded by this Chapter or any other applicable tenant protection law.

C. In addition to the definitions of retaliation provided in RCW 59.18.240, prohibited retaliatory actions under this section include:

1. Rescinding an offer of lease renewal;
2. Refusing to provide, accept, or approve a rental application or a rental agreement;
3. Misrepresenting any material fact when providing a rental reference about a tenant; and
4. Threatening to allege to a government agency that a tenant or prospective tenant, or a family member of a tenant or prospective tenant, is not lawfully in the United States.

D. A landlord who retaliates against a tenant for asserting rights or protections afforded by this Chapter or any other applicable tenant protection law is in violation of this Chapter and is liable to the tenant and is subject to the remedies and penalties under OMC 5.82.1730.

5.82.1670 Violations

A. Any tenant claiming injury from any violation of this chapter may bring an action in Thurston County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter and is entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief.

B. A landlord who violates this Chapter is liable to the tenant in an action brought by the tenant under subsection A, above, for: (1) any actual damages incurred by the tenant as a result of the landlord's or owner's violation or violations of this chapter; (2) double the amount of any security deposit unlawfully charged or withheld by the landlord; (3) reasonable attorney fees and costs incurred by the tenant in bring such action.

C. A landlord's failure to comply with any of the provisions of this chapter is a defense in any legal action brought by the landlord to recover possession of the rental unit.

D. A landlord's failure to comply with any of the provisions of this chapter may result in denial, suspension, or revocation of a business license, as provided in OMC 5.82.080.

E. A landlord or rental property owner who violates any provision of this Chapter commits a civil infraction or infractions and is subject to a fine or fines as set forth below. Each day a landlord or rental property owner is in violation of any provision of this Chapter constitutes a separate violation.

1. First offense: Class 3 (\$50), not including statutory assessments.
2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
3. Three or more offenses arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.

F. The penalties imposed in this Chapter are not exclusive when the acts or omissions constitute a violation

of another chapter of the Olympia Municipal Code. In addition to all other penalties, remedies, or other enforcement measures established within this Chapter, or as otherwise provided by law, any act or omission that constitutes a violation of this Chapter may be subject to penalties and enforcement provisions as provided by other provisions of the Olympia Municipal Code, and such penalties and enforcement provisions may be imposed as set forth in such provisions. The exercise of one remedy does not foreclose use of another. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances remain unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance takes effect on April 1, 2026, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



Tenant Screening Ordinance

December 16, 2025



Olympia Housing Action Plan

Strategy 2: Make it easier for households to access housing and stay housed.

2a: “Identify and implement appropriate tenant protections that improve household stability”

Council Process

November 2024:
LUEC discussion on
income to rent
ratios

May 2025: LUEC
discussion on
tenant screening
policies

March 2025: Council
study session on
tenant protections

July/Aug 2025:
community survey
on tenant screening
policies

Sept 2025: Council
study session on
tenant screening
policies

Community Engagement

Community survey for landlords/property managers and renters/community service providers

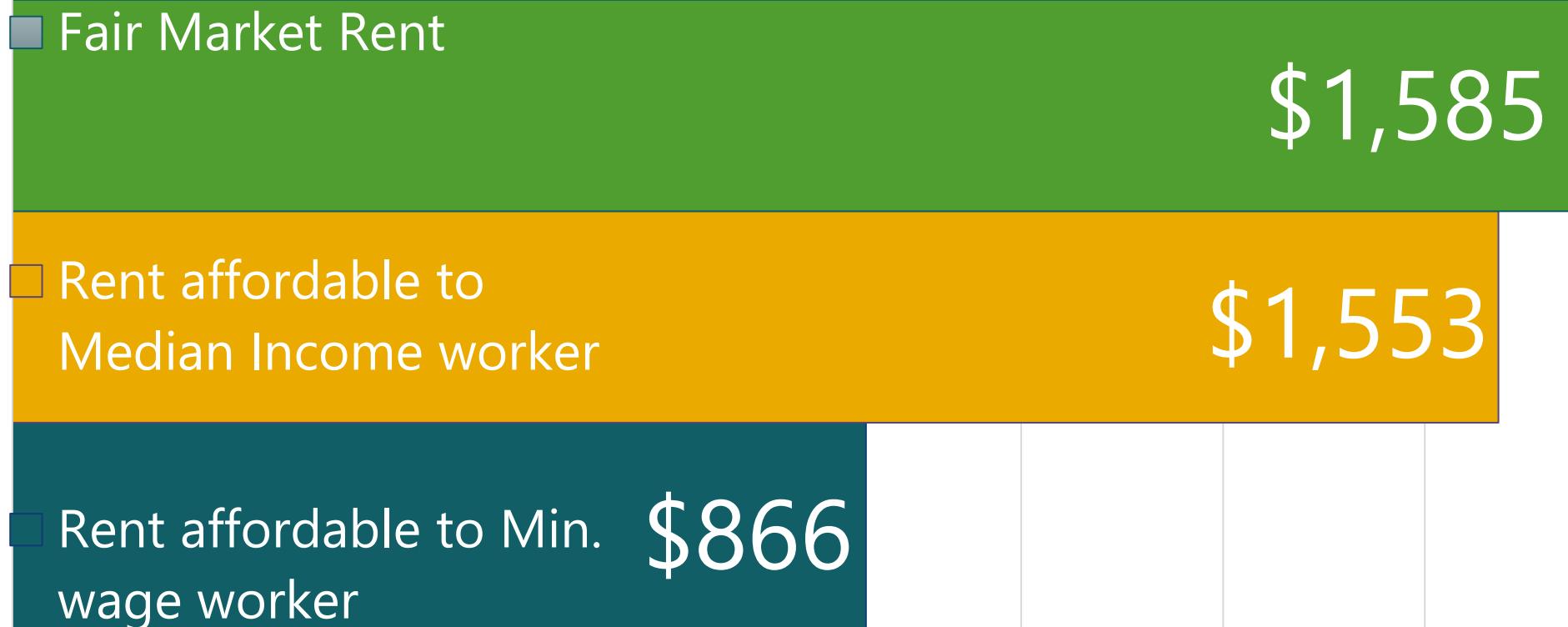
- Open for three weeks in July-August
- **283 total respondents**
(160 landlords/property managers and 123 renters/community service providers)



Council Direction

- Draft an ordinance restricting income to rent ratios and preventing landlords from rejecting an applicant for failure to provide a Social Security number on a rental application
- Educate landlords on discriminatory impacts of overly restrictive tenant screening policies (specifically criminal, credit and rental history)

Use of Income to Rent Ratio



Source: '[Out of Reach](#)' (2025), National Low Income Housing Coalition

Ordinance language

- Prohibits landlords from requiring applicants to demonstrate more than 2.5 times the amount of monthly rent to qualify for a rental unit
- Allows applicants to use total household income to qualify
- Allows landlords to request a co-signer or guarantor if the applicant does not meet the income requirement
- Allows landlords to review an applicant's positive rental history if the applicant does not meet the income requirement

Based on policies enacted in:

- Tacoma, WA
- Portland, OR
- Minneapolis, MN
- State of Colorado

Alternative documentation to Social Security numbers

- **Examples of documents to establish identity:** birth certificate, driver's license, Individual Tax Payer Identification Number (ITIN), non-immigrant visa, Certificate of Naturalization (INS I-550)
- **Examples of documents to establish rental history:** reference from former landlord, copy of lease from former residence
- **Examples of documents to establish credit history or ability to pay rent:** current paystubs, bank records, ITIN, paid utility bills

Use of Social Security numbers

- 69% of landlords/property managers surveyed require applicants to provide a Social Security number
- 57% of landlords/property managers surveyed reported they do not have an alternative process for applicants who don't have a Social Security number

Ordinance language

- Landlords may request but not require applicants to provide a Social Security number for screening purposes
- Alternative documentation must be allowed to establish eligibility
- Landlords may not reject or offer different terms to an applicant who does not provide a Social Security number
- Landlords may not threaten, intimidate or harass an applicant due to their immigration/citizenship status

Based on policies enacted in:

- Tacoma, WA
- Portland, OR
- Kenmore, WA
- Redmond, WA
- King County, WA

Implementation

Proposed effective date: April 1, 2026

Enforcement by City or by tenant (aligns with existing Rental Housing Code)

Options

1. Adopt the ordinance as drafted
2. Modify the ordinance
3. Do not adopt the ordinance and direct staff on next steps



Thank you





City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of the 2026 City Council Retreat Agenda

Agenda Date: 1/6/2026
Agenda Item Number: 6.A
File Number: 26-0022

Type: decision **Version:** 1 **Status:** Other Business

Title

Approval of the 2026 City Council Retreat Agenda

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the 2026 City Council Retreat agenda.

Report

Issue:

Whether to approve the 2026 City Council Retreat agenda.

Staff Contact:

Jay Burney, City Manager, 360.753.8740

Presenter(s):

Jay Burney, City Manager

Background and Analysis:

Annually the City Council holds a retreat to consider priorities for the upcoming year and discuss other issues or topics of importance to the Council and the community. This year's retreat will be held Friday and Saturday, January 9 and 10, 2025 in the Council Chambers at City Hall, facilitated by Amy Leneker.

Neighborhood/Community Interests (if known):

There are no known specific concerns regarding approval of the draft retreat agenda.

Climate Analysis:

Approval of the draft retreat agenda does not affect concerns regarding the climate.

Equity Analysis:

Approval of the draft retreat agenda does not affect concerns regarding equity.

Financial Impact:

There is no financial impact related to approval of the agenda.

Options:

1. Move to approve the 2026 City Council Retreat agenda.
2. Do not approve the draft agenda.
3. Approve the draft agenda with amendments.

Attachments:

Draft 2026 Retreat Agenda



2026 Olympia City Council Retreat
January 9-10, 2026 | City Hall - Council Chambers

Friday, January 9 | 12:00 – 5:00 PM

Time	Item	Presenter	Purpose
12:00 – 12:30	Arrive and lunch		
12:30 – 12:40	Welcome	Mayor Payne Jay Burney, City Manager	Inform
12:40 – 1:00	Agenda Review and Check-In	Amy Leneker, Facilitator	Connect
1:00 – 2:00	Tribal Sovereignty Training	Kris Peters	Inform
2:00 – 2:15	Break		
2:15 – 2:45	Council Agreements	Amy Leneker	Decide
2:45 – 3:15	Council Calendar	Jay Burney	Decide
3:15 – 4:45	Committee Assignments	Mayor Payne & Amy Leneker	Decide
4:45 – 5:00	Closing Remarks	Mayor Payne & Jay Burney	
5:00	Adjourn		
6:00	Council Dinner		

Equity Statement

The Olympia City Council is committed to making Olympia a safe and equitable place for all. We cannot make meaningful progress unless we include those most impacted by institutional and structural racism in decision making. As leaders in our community, it is our responsibility to champion and defend policies and practices that reduce inequities and provide the transparency and accountability that earns trust. Our road ahead is long, but we wholeheartedly embrace the work to eliminate racism and create a just and equitable Olympia for all people.

Council Guidebook, adopted in October 2023



2026 Olympia City Council Retreat
January 9-10, 2026 | City Hall - Council Chambers

Saturday, January 10 | 9:00 AM – 3:00 PM

Time	Item	Presenter	Purpose
9:00 – 9:10	Welcome	Mayor Payne Jay Burney, City Manager	Inform
9:10 – 9:30	Plus/Delta from Yesterday	Amy Leneker, Facilitator	Discuss
9:30 – 11:00	Priority-based Budgeting	Debbie Sullivan	Inform
11:00 – 11:15	Break		
11:15 – 12:30	2025 and 2026 Work Plans	Debbie Sullivan & Exec. Team	Decide
12:30 – 1:15	Lunch		
1:15 – 2:15	Art Break	Bobby Williams	Connect
2:15 – 2:45	Community Survey	Debbie Sullivan	Discuss
2:45 – 3:00	Closing Remarks	Mayor Payne & Jay Burney	
3:00	Adjourn		

Equity Statement

The Olympia City Council is committed to making Olympia a safe and equitable place for all. We cannot make meaningful progress unless we include those most impacted by institutional and structural racism in decision making. As leaders in our community, it is our responsibility to champion and defend policies and practices that reduce inequities and provide the transparency and accountability that earns trust. Our road ahead is long, but we wholeheartedly embrace the work to eliminate racism and create a just and equitable Olympia for all people.

Council Guidebook, adopted in October 2023



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601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Elect a City Councilmember to Serve as Mayor Pro Tem

Agenda Date: 1/6/2026
Agenda Item Number: 6.B
File Number: 26-0031

Type: decision **Version:** 1 **Status:** Other Business

Title

Elect a City Councilmember to Serve as Mayor Pro Tem

Recommended Action

Committee Recommendation:

Not referred to a Committee.

City Manager Recommendation:

Move to elect a Councilmember to serve as Mayor Pro Tem.

Report

Issue:

Whether to elect a Councilmember to serve as Mayor Pro Tem.

Staff Contact:

Jay Burney, City Manager, 360.753.8740

Presenter(s):

Dontae Payne, Mayor

Background and Analysis:

The Mayor Pro Tem works closely with the Mayor, City Council, and City Manager to help guide the City's direction and ensure effective governance. They step in to perform the Mayor's duties when the Mayor is absent, including attending ceremonial events.

The Mayor Pro Tem helps develop council agendas, supports the Mayor in facilitating council meetings, and represents councilmembers' interests during agenda-setting. They also collaborate with councilmembers on specific issues, attend regional mayoral meetings, and participate in quarterly Three Cities meetings with other local leaders and city managers.

In January, after an election year, or at another time deemed appropriate by the City Council, they shall elect a Mayor Pro Tem. The term of the Mayor Pro Tem shall be two years.

Climate Analysis:

This decision does not have impacts on issues related to climate.

Equity Analysis:

The role of Mayor Pro Tem supports equity through shared governance by ensuring that all representatives have an equal voice in leadership decisions, helping balance power and promote inclusive decision-making.

Neighborhood/Community Interests (if known):

There are no specific known community interests regarding this decision.

Financial Impact:

The total compensation for Mayor Pro Tem, including health insurance stipend, is \$36,836.49.

Options:

1. Move to elect a Councilmember to serve as Mayor Pro Tem.
2. Do not elect a Councilmember to serve as Mayor Pro Tem.
3. Take other action.

Attachments:

None



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Consider a Referral Regarding Speed Enforcement Cameras

Agenda Date: 1/6/2026
Agenda Item Number: 8.A
File Number: 25-1045

Type: referral **Version:** 2 **Status:** Referral

Title

Consider a Referral Regarding Speed Enforcement Cameras

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to add the topic of Speed Enforcement Cameras to the 2026 Community Livability and Public Safety Committee Work Plan.

Report

Issue:

Whether to add the topic of Speed Enforcement Cameras to the 2026 Community Livability and Public Safety Committee Work Plan.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8441

Presenter(s):

Kelly Green, Councilmember

Background and Analysis:

Recent pedestrian fatalities, statewide traffic data, accident trends, and resident feedback indicate that speeding on city streets is becoming an increasingly serious issue. Speed safety cameras may help reduce speeding in targeted areas, particularly school zones, and serve as a consistent reminder for drivers to follow posted limits in high-pedestrian locations.

Councilmember Green, with support from Councilmembers Cooper and Vanderpool, request, that the Community Livability and Public Safety Committee review available research and discuss the feasibility of implementing speed safety cameras in Olympia. If the Committee finds the concept worthwhile, it is asked to forward a recommendation to the City Council for consideration of adopting speed safety cameras within the City.

Research must keep in mind issues of privacy and potential implications related to our Sanctuary City commitments. Some items to consider should include:

- Potential number and placement of speed safety cameras. Washington law limits determines types and locations of cameras so data would be required to establish likely camera locations.
- Privacy protections and alignment with Sanctuary City values.
- Information security and the city's ability to protect and manage data captured by speed safety cameras.
- Any data that may currently exist (or need to be collected) to clarify the scope and severity of the problem. The city maintains details on problem streets and intersections and may (or may not) have the ability to gather data from temporary speed reminder boxes or other existing speed reminder infrastructure.
- Resource requirements, particularly what level of staffing would be needed for both installation and management and whether current staff have capacity or whether added staff would be required.
- Potential revenue. State law limits use of revenue to, "construction, maintenance, and operations of traffic safety projects," and "the cost to install and operate the cameras and administer the program."
- Whether similar levels of speed reduction could be achieved through non-camera solutions such as improvements to streets and crossings or adjustments to problem roadways.

The referral notes that designing and implementing an effective speed safety camera program requires time and robust community engagement; therefore, it is in the City's best interest to begin research as early as possible. With multiple pedestrian fatalities occurring in both 2025 and 2024, efforts to enhance safety, especially in areas near schools and parks, are increasingly urgent and cannot come quickly enough.

Climate Analysis:

This issue does not have a direct impact on climate.

Equity Analysis:

Pedestrian fatalities and serious injuries disproportionately impact children; seniors and people with disabilities and people who rely on walking, biking, and transit.

These groups bear the highest burden of unsafe speeding behavior.

Neighborhood/Community Interests (if known):

Neighborhoods are increasingly concerned about speeding, cut-through traffic, and rising pedestrian risks that affect daily mobility and overall quality of life.

Financial Impact:

The financial impact is unknown as this time.

Options:

1. Move to add the topic of Speed Enforcement Cameras to the 2026 Community Livability and Public Safety Committee Work Plan.
2. Move to request staff to research issues and options to present a City Council Study session before deciding whether to refer the topic to a committee.

3. Take other action.

Attachments:

Referral

Speed Safety Camera Readiness Guide



City Council Referral Request

Tracking Number
(Provided by Staff)

2025.58

Date of
Referral

11/18/2025

Requester Kelly Green

Referral To Study Session

Work Session

Staff

Committee of the Chairs

Community Livability & Public Safety

Finance Committee

Land Use & Environment Committee

Advisory Committee (type here)

Problem Statement

A clear concise description of the issue(s) that need(s) to be addressed.

Recent pedestrian fatalities, statewide traffic and accident data, and resident feedback suggest that speeding on city streets is becoming an increasing problem in our city. Speed safety cameras could help us reduce speeding in certain areas of the city (primarily school zones) and could serve as a reminder to drivers to observe posted speed limits, particularly in high-pedestrian areas.

Request

What is being requested to assist in addressing the issue described in the problem statement?

Research and discussion on the feasibility of speed safety cameras in Olympia and, if the committee deems it worthwhile, a recommendation to Council to consider adopting them. Research must keep in mind issues of privacy and potential implications related to our Sanctuary City commitments. Some items to consider should include:

- Potential number and placement of speed safety cameras. Washington law limits determines types and locations of cameras so data would be required to establish likely camera locations.
- Privacy protections and alignment with Sanctuary City values.
- Information security and the city's ability to protect and manage data captured by speed safety cameras.
- Any data that may currently exist (or need to be collected) to clarify the scope and severity of the problem. The city maintains details on problem streets and intersections and may (or may not) have the ability to gather data from temporary speed reminder boxes or other existing speed reminder infrastructure.
- Resource requirements, particularly what level of staffing would be needed for both installation and management and whether current staff have capacity or whether added staff would be required.
- Potential revenue. State law limits use of revenue to, "construction, maintenance, and operations of traffic safety projects," and "the cost to install and operate the cameras and administer the program."
- Whether similar levels of speed reduction could be achieved through non-camera solutions such as improvements to streets and crossings or adjustments to problem roadways.

Relationship to City Business or Proposed City Business/Services

Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City's issue to address? How will this create a more adaptive and resilient organization? How will this enhance the City's work to further equity, climate, and social justice?

Speed enforcement resources are currently minimal and technology could help reduce unsafe driving and protect folks who walk and roll throughout the city. Speed safety camera programs have been proven to positively impact driver behavior and reduce pedestrian fatalities.

Connection to Comprehensive Plan

Choose all that apply.

Public Health and Safety

A safe and welcoming Community; reliable and responsive emergency services; a safe and reliable water supply; public Infrastructure in the City is well-maintained; adequate food and shelter

Community Livability

A commitment to a diverse, equitable, and inclusive community; access to affordable and stable housing; a safe transportation system with options for everyone; recreation opportunities for everyone; Connections to our culture and history

Downtown

Vibrant, attractive urban destination; a safe and welcoming downtown for all; a mix of urban housing options; a variety of businesses; connections to our cultural & historic fabric; engaging arts & entertainment experience

Economy

Abundant local products and services; a thriving arts and entertainment industry; sustainable quality infrastructure; a stable thriving economy

Environment

Clean water & air; a daily connection to nature; preserved quality natural areas; a toxin-free community; a waste free culture

Neighborhoods

Distinctive places & gathering spaces; nearby goods & services; neighborhoods that are engaged in community decision making; safe and welcoming places to live

Options

Describe proposed options for moving the idea or issue forward for the meeting body to consider.

1. Add to CLPS work plan in 2026; or
2. Request staff to research the issue/options and present info to the full council at a study session before deciding whether a committee will take it up.

Timing

Is this issue time sensitive, are there other timing factors to consider?

Designing and implementing an effective speed safety camera program takes time and thorough community engagement so it is in the City's interest to conduct research as early as possible. There have been multiple pedestrian fatalities in 2025 and 2024 so efforts to improve safety, especially around schools and parks, cannot come quickly enough.

Supporting Documentation (Work Plan, Transportation Master Plan, Parks Plan, etc)

Are there documents that support your request or that should be considered?

Transportation Chapter of the Comprehensive Plan (particularly the Complete Streets goals)

Washington Traffic Safety Commission Speed Safety Camera Readiness Guide

<https://wtsc.wa.gov/wp-content/uploads/2024/06/Speed-Safety-Camera-Readiness-Guide-06-2024.pdf>

Councilmember Signatures

Two Councilmembers must support the request including the Chair of the Committee of referral. (Cannot be a committee quorum unless discussed at an open public meeting of the committee.)

Kelly Green

Sponsoring Councilmember

1. _____ Jim Cooper _____
Councilmember

2. _____ Robert Vanderpool _____
Councilmember

Staff Supplement

Staff will review the request to generate administrative impacts to be considered as part of proposal (staff to initial after their review):

Budget Impacts: Click or tap here to enter text.

Legal Review (to include regulatory authority): Click or tap here to enter text.

Policy implications: Click or tap here to enter text.

Implementation Considerations: Click or tap here to enter text.

Staff Liaison: Click or tap here to enter text.

Speed Safety Camera Readiness Guide



An introduction to speed safety cameras and what's involved in starting a program in your community.



June 2024



Introduction

In 2000, Washington state wrote its first Target Zero strategic plan with the goal of eliminating traffic deaths and serious injuries. The current version of the plan integrates a Safe System Approach to reach Target Zero. Essential elements of a safe system include safe roads, safe drivers, and safe speeds.

From 2019 to 2023, traffic fatalities in Washington increased by 51 percent. During the same period, deaths involving excessive speed increased 65 percent.¹ Meanwhile, law enforcement agencies have struggled to maintain adequate staffing. As local leadership strives to change that trajectory and increase safety for road users, more local agencies are considering speed safety cameras as a potential tool to reduce crashes and save lives. The Washington Legislature made substantial changes to automated speed enforcement laws in 2022, and again in 2024, which provide additional opportunities for cities and counties to expand their use of speed safety cameras.

This guide is for local leadership, law enforcement, transportation engineers, and community members looking for an introduction to speed safety cameras (SSC) and what it takes to establish a successful program. It is a primer, intended to help local communities assess their readiness to implement a speed safety camera program. For those desiring a more in-depth understanding, additional resources and references are included at the end of this guide.

[Note: This is not a legal guide regarding state laws or local ordinances governing automated enforcement of traffic laws.]

In This Guide:

- 1 Why Speed Safety Cameras?
- 2 Authorized Speed Enforcement Locations
- 3 Building the Team
- 4 Crafting an Ordinance
- 5 Equity Analysis
- 6 Partnering with the Community
- 7 Choosing Camera Locations
- 8 Deploying the Cameras
- 9 Program Evaluation
- 10 Additional Resources and References

1 | Why Speed Safety Cameras?

According to the 2023 Annual Statewide Traffic Safety Survey of nearly 11,000 adults in Washington, only one-third of drivers reported that they have not driven 10 miles over the posted speed limit within the last 30 days.² Observation surveys have shown that speed compliance is not evenly distributed. Non-compliance ranged from 14 percent to 100 percent, depending on the road surveyed.³ A problem area may be addressed in the long term through redesigning the roadway to encourage slower speeds, but in the short-term, enforcement may be the most appropriate tool to reduce speeding and crashes. The goal of SSC programs is increased safety. Speed is a contributing factor in 31 percent of fatal crashes in Washington.⁴ Excessive speed increases the risk and severity of a crash; for every 1 percent increase in speed there is a 4 percent increase in traffic fatalities.⁵

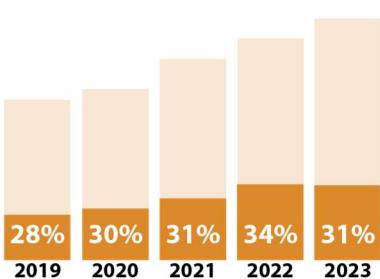
Pedestrians and cyclists are disproportionately represented in serious traffic crashes. From 2014 to 2023, 21 percent of traffic fatalities in Washington were pedestrians and cyclists.⁶ Vehicle speed plays a major role in the severity of a crash involving a vulnerable road user. Washington's Target Zero plan encourages enforcement of speed limits, and reduction of speed limits where appropriate, to reduce high-risk driving behaviors that contribute to traffic crashes involving vulnerable road users. State law allows the state transportation secretary or local authorities to reduce speed limits on non-arterial highways to 20 mph.⁷

The National Transportation Safety Board recommends the use of SSC as an effective countermeasure for reducing the frequency and severity of speed-related crashes, reducing excessive speeding, and maximizing safety improvements with the most efficient use of resources.

Nationwide and around the world, speed safety cameras are being used effectively to change behaviors and reduce crashes. There are numerous examples already in Washington. The City of Kirkland deployed speed cameras at three schools and reduced the number of vehicles exceeding the speed limit by nearly half in just two years.⁸ In the first two years that Seattle used automated speed cameras, violations dropped from over 45,000 to under 20,000 at the eight locations where cameras were installed.⁹



31%



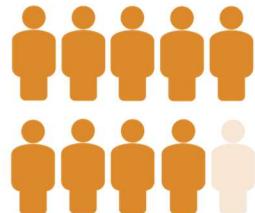
Speed-Involved Fatal Crashes

21%



Pedestrian and Cyclist Fatalities

90%



**Pedestrian crash survival
at 25 mph and below**

Driver behaviors directly affect pedestrian traffic fatalities

2 | Authorized Speed Safety Camera Locations

Washington law determines the types of locations where speed safety cameras can be used.¹⁰ Consistent with the goal of protecting vulnerable road users, automated speed cameras are authorized in the following locations:



School speed zones: 20 mph zones within 300 feet of a school or playground border.



School walk zone: Roadways within a one-mile radius of a school that students use to travel to school by foot, bicycle, or other means of active transportation.



Public park speed zones: The marked area within public park property and extending 300 feet from the border of the park consistent with active park use.



Hospital speed zones: The marked area within hospital property and extending 300 feet from the border of hospital property consistent with hospital use.



Roadway work zones: A roadway with construction, maintenance, or utility work with a duration of 30 days or more, identified by the placement of temporary traffic control devices.



State highways that function as city streets¹¹: These are legacy highways designed to carry larger volumes of vehicle traffic quickly that now run through population centers with walker, roller, and transit use.

Other locations: Cities may operate one automated speed camera, plus one additional camera for every 10,000 residents. This includes state highways that are also classified as city streets. (Cameras may not be used on freeway on-ramps.) These cameras must be placed in locations deemed by the local legislative authority to experience higher crash risks due to excessive vehicle speeds. Cameras used under this provision must complete an equity analysis (see section 5: Equity and Enforcement) and meet the general requirements for automated enforcement: travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, or anticipated or actual ineffectiveness or infeasibility of other mitigation measures.



Effectiveness of Automated Speed Safety Cameras

When properly implemented, automated speed cameras can have a significant positive effect on driver behavior. Across the US and in many countries around the world, studies reviewing the effectiveness of speed safety cameras have consistently found positive results. The National Highway Traffic Safety Administration (NHTSA) evaluated eight speeding countermeasures and gave SSC its highest rating for effectiveness.¹²

As cities in Washington have begun deploying speed safety cameras, local assessments have proved effective as well. The cities of Seattle and Kirkland have used speed safety cameras for several years, and have seen the following outcomes:

90%

Seattle drivers who receive a ticket do not receive a second one¹³

67%

Seattle - Reduction in tickets issued by cameras since 2012¹⁴

89%

Kirkland drivers who receive a ticket do not receive a second one¹⁵

47%

Kirkland – Reduction in speeding vehicles¹⁶

3 | Building the Team

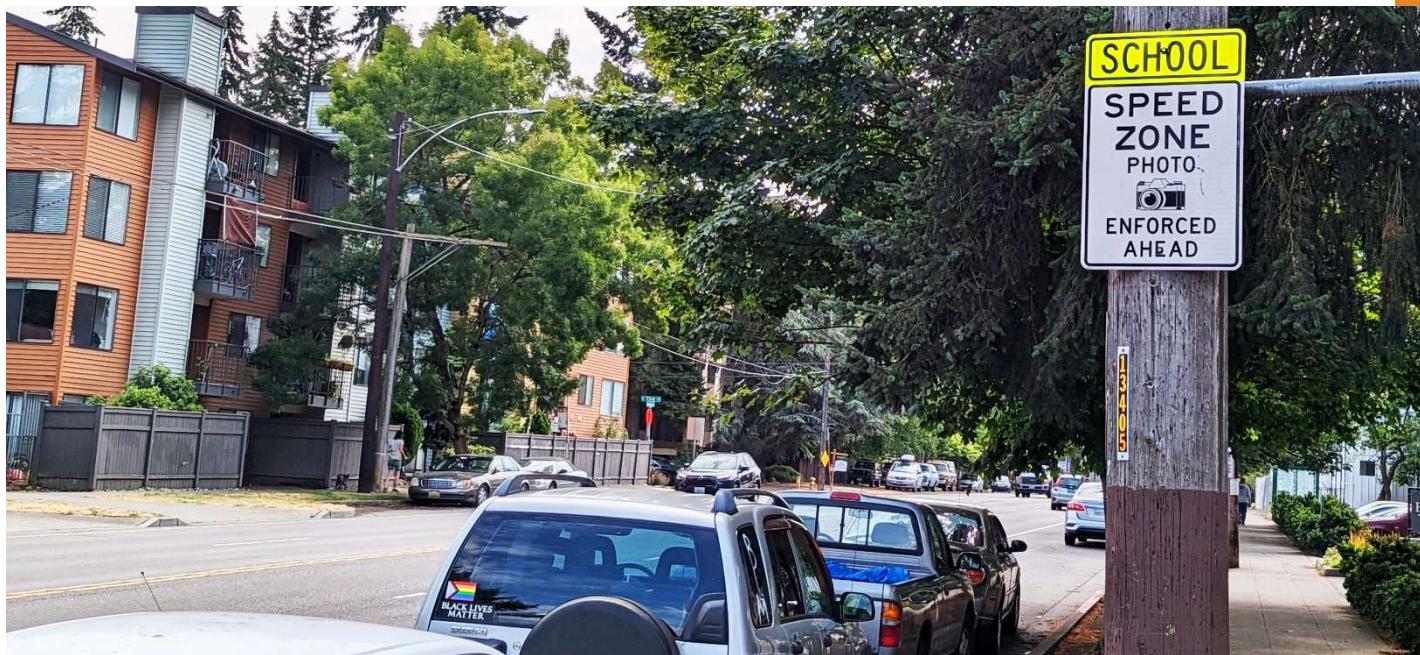
Although not required, creating a team of community representatives may increase the likelihood of a successful SSC program. This team can serve in an advisory role when developing the program and when expanding speed safety cameras to additional locations.

When creating an advisory team, include representation from groups that will be involved with the planning and operation of speed safety cameras, as well as groups that will be impacted by it. Examples of advisory group members include:

- Elected officials
- Traffic engineers
- Law enforcement
- Diversity, Equity, and Inclusion (DEI) professionals
- School officials
- Public health
- Community residents
- Courts

The success of a SSC program, and the community's acceptance of the program, is greatly increased when both city leaders and citizens understand how the program works and have a voice in how it is deployed. The advisory team may be responsible for establishing guiding principles for the SSC program, such as safety, equity, and transparency. The team plays a critical role in building understanding and providing input.

The advisory team may also provide input when choosing the safety projects that will be paid for with revenue from the SSC program. Input from a diverse group of stakeholders can help to align the priorities identified by local public works roads department with the perceived needs of the community.



4 | Crafting an Ordinance

Before a city or county can implement a speed safety camera program, the local legislative authority must enact an ordinance authorizing the use of speed cameras. Prior to developing an ordinance, the law requires an analysis of the proposed location of cameras. For what to include in a location analysis, see section 7: Choosing Camera Locations.

At a minimum, a local ordinance must include the restrictions and requirements for SSC described in the law. A summary of the requirements in the law include:

- Use of SSC is limited to authorized locations (see section 2: Authorized Speed Safety Camera Locations).
- Cameras may only take pictures of the vehicle and the license plate, and only while the infraction is occurring.
- A notice of infraction must be mailed to the owner of the vehicle within 14 days of the violation.
- All locations where speed safety cameras are used must be clearly marked at least 30 days prior to activation.
- Must complete an equity analysis for new camera locations.
- Compensation to the SSC equipment vendor must be based only on the value of the equipment and services and may not be based on a portion of the fine imposed or revenue generated.

Jurisdictions may consider including additional restrictions or requirements in their ordinance. For example, a city could choose to limit SSC operation in school zones to specific times and days or to complete an equity analysis for all camera locations.

Examples of ordinances from cities in Washington are included in section 10: Additional Resources.

Considerations Before Locating Speed Cameras

Automated speed safety camera programs are useful and effective, but it may not be the right tool in some situations. Before installing cameras in specific locations, ask:

- Why use SSC in this location?
- What problem are we solving?
- What are the other options?
- What other measures have been tried? Some examples:
 - Closing streets during school
 - Extra enforcement
 - Modal traffic filtering*
 - Local access streets
 - Walk/bike pathways
- What are the equity implications of using SSC in this location? Would proposed locations adversely impact communities of color or those with lower median incomes, and does this outweigh the potential safety benefit to the surrounding community?
- What education is needed in advance of implementation?
- Do you have the support of your community? If not, are there steps you can take to gain support? (See section 6: Partnering with the Community.)

*Modal traffic filtering:
A road design that restricts the passage of certain types of vehicles.



5 | Equity Analysis

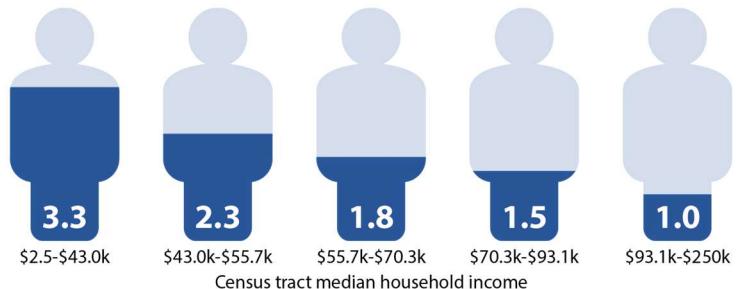
At first glance, a speed safety camera program appears to be a more equitable system, as cameras initiate enforcement action objectively based on vehicle speed. However, camera placement can have a disproportionate impact on low-income and other historically marginalized communities. Careful consideration of camera placement is important to avoid unintended consequences.

Context: In many cities, there is a history of under-investment in transportation infrastructure in low-income communities and communities of color. Higher-income and predominately white neighborhoods are more likely to have better road engineering that naturally moderates vehicle speed. Legacy systems that didn't fully consider environmental or community impact, on the other hand, have resulted in highways and other arterial roads with higher speeds running through historically marginalized communities. In these communities, installing a speed safety camera may further penalize the residents for the city's lack of investment in road engineering in that neighborhood.

Where appropriate, self-enforcing roadways* are a preferred strategy for reducing vehicle speeds. In those locations, speed cameras may provide an immediate solution until the roadway is redesigned.

Pedestrian Fatalities by Income

Deaths per 100,000 people



Fines: Traffic enforcement should balance community safety and individual financial burden. A traffic fine should be designed to change behavior, but not to inflict financial hardship. The maximum fine for an infraction generated through an SSC is \$145 but may be doubled for school zone infractions.

Drivers who receive an infraction and who receive state public assistance can request a 50 percent reduction for their first SSC violation. A city or county may use an online ability-to-pay calculator to process requests for reduced fines.

Jurisdictions may also consider other options and alternatives for low-income violators not receiving state assistance:

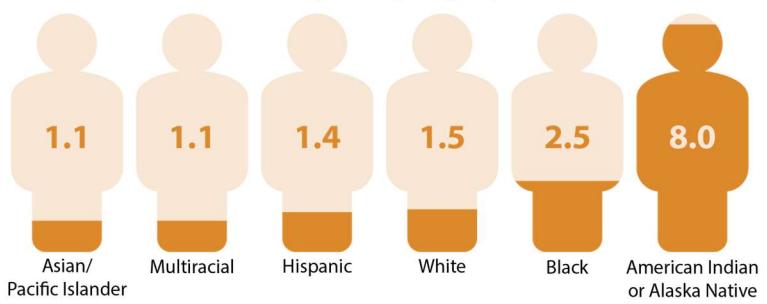
- Due date extensions
- Payment plans
- Community service
- Traffic safety education

Part of planning an SSC program should include evaluating ways to reduce burdens and advance equity. Additional resources can be found in section 10.

*Self-enforcing roadway: A roadway that is planned and designed to encourage drivers to select operating speeds consistent with the posted speed limit.

Pedestrian Fatalities by Race/Ethnic Group

Deaths per 100,000 people



Location: As part of an equity analysis, consider who is impacted by fines and who benefits from the chosen location for a speed camera. The analysis must include equity considerations including the impact of the camera placement on livability, accessibility, economics, education, and environmental health.

The assessment should extend beyond the location of the camera to consider who is using the roadway and for what purpose. In such instances, a speed camera may be an appropriate and effective measure until other speed calming measures can be implemented.

6 | Partnering with the Community

Community members will have opinions about speed safety cameras. Some will see the value of a properly established and operated program. Others will have experienced or heard of automated enforcement done poorly or used for the wrong reason.

Local jurisdictions should reach out to stakeholders including residents near the proposed camera sites, others who frequently use the site (e.g., school or park), and road users who regularly travel on that route. There are likely to be different perspectives among these groups. These perspectives may also be influenced by misinformation or previous experiences of misapplied automated enforcement.



However, when done properly SSC has consistently proven to be constitutional, effective, respectful of privacy, and an economically prudent strategy in reducing crashes. By clearly communicating the requirements of Washington law and demonstrating that the program will follow best practices, misperceptions can be addressed.

Before launching an SSC program, engage in outreach to inform the community about the new program and give people an opportunity to have their questions answered. The following approaches can help build community confidence in the program:

Pilot Project: To allay concerns, consider launching speed safety cameras as a pilot program. Let the community know that the team managing the program will assess impacts, collect collision data, and determine if the cameras have been effective. Demonstrate that cameras will be removed if either they aren't effective at a particular location, or if they've achieved the goal of reducing speeds and have been replaced with more permanent measures.

Justification: Be clear that speed safety cameras are one component in the solution to create safer streets, and that they will only be used in locations where it is appropriate and effective. SSC also provide additional data and, potentially, revenue that will help develop longer-term solutions. (See Revenue, page 11)

Community Input: Center community engagement on people most affected by the implementation of SSC. For example, parents of students who regularly travel through a school speed zone, or residents who live near a park or hospital speed zone.

Data and Transparency: Before the program launches, have a plan for transparency. Let the community know what data you'll be tracking and how you'll share it. Include crash data, the number of infractions issued, revenue generated, how the revenue is being used, year-to-year trends, and any other relevant information appropriate to your community.

Public Reporting: Jurisdictions using automated traffic safety cameras are required to post an annual report on their website. The report includes:

- Number of crashes at camera locations
- Infractions issued for each camera
- Percentage of revenue from fines used to pay costs of the program (starting 01/01/26)
- Use of revenue that exceeds the cost of operating the program (starting 01/01/26)

7 | Choosing Camera Locations and Systems

Law enforcement and community leaders may intuitively have a good idea of where to put their first speed safety cameras based on a history of crashes, observing speeding vehicles, and input from the community. While initial intuition might be correct, the final selection of a camera location is a more comprehensive process.

Location Analysis: In addition to the location types and safety criteria outlined in state law, each potential camera location requires an analysis. The analysis must include equity considerations including the impact of the camera placement on:

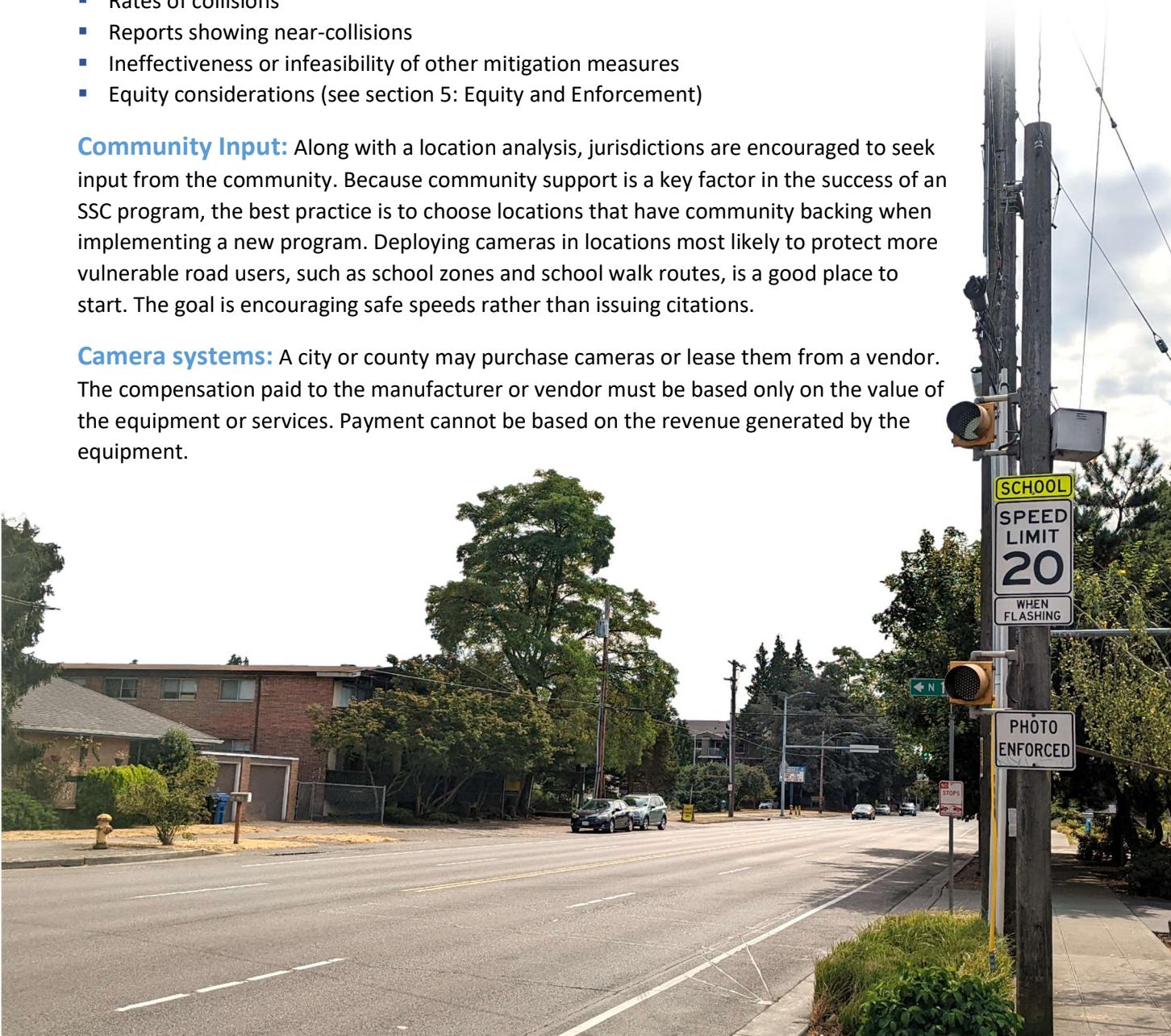
- Livability
- Economics
- Environmental health
- Accessibility
- Education

The analysis must also show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed location:

- Travel by vulnerable road users (walkers and rollers)
- Evidence of speeding vehicles
- Rates of collisions
- Reports showing near-collisions
- Ineffectiveness or infeasibility of other mitigation measures
- Equity considerations (see section 5: Equity and Enforcement)

Community Input: Along with a location analysis, jurisdictions are encouraged to seek input from the community. Because community support is a key factor in the success of an SSC program, the best practice is to choose locations that have community backing when implementing a new program. Deploying cameras in locations most likely to protect more vulnerable road users, such as school zones and school walk routes, is a good place to start. The goal is encouraging safe speeds rather than issuing citations.

Camera systems: A city or county may purchase cameras or lease them from a vendor. The compensation paid to the manufacturer or vendor must be based only on the value of the equipment or services. Payment cannot be based on the revenue generated by the equipment.



8 | Deploying the Cameras



Signage: The purpose of SSC is to encourage safe speeds, and the law requires that signs notifying drivers of speed safety cameras be installed at least 30 days prior to activation of the camera. The signs must inform drivers that they are entering an area where speed violations are enforced by an automated traffic safety camera and must follow the specifications of the Manual of Uniform Traffic Control Devices.

Warnings: When launching a new SSC program, consider including a plan for issuing warnings to violators. Some programs establish a period of time after activation (typically 30 days) when all violators receive a warning. As an alternative, some programs issue warnings to all first-time violators.

Enforcement tolerance threshold: As a matter of fairness, it is important that the threshold for issuing an infraction from an automated system is consistent with in-person enforcement. The local law enforcement agency should provide input when setting the enforcement threshold. As a reference, NHTSA recommends a threshold of up to 11 mph on most roads, and no less than six mph in school zones and other locations with lower speed limits where pedestrians and children might be present, such as neighborhoods, playgrounds, and parks.¹⁷ Setting the threshold too high can reinforce speeding behaviors, while setting it too low can be perceived as unjust and prioritizing revenue over safety.

Authorized review of infractions: In addition to review by law enforcement officers, appropriately trained and certified civilian employees of a law enforcement agency or a public works or transportation department are permitted to review infractions detected through the use of an SSC.

Due process: Ensure that the agency managing the SSC program has adequate staffing to send out timely notice. The law requires that a notice of infraction be mailed to the registered owner within 14 days of the violation. Minimizing the number of days between the violation and the mailing of the notice contributes to a more effective speed safety camera program.



9 | Program Evaluation

A speed safety camera program should be regularly evaluated to validate its effectiveness. Evaluation should include:

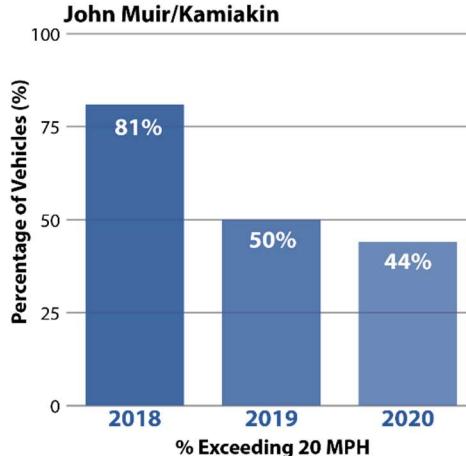
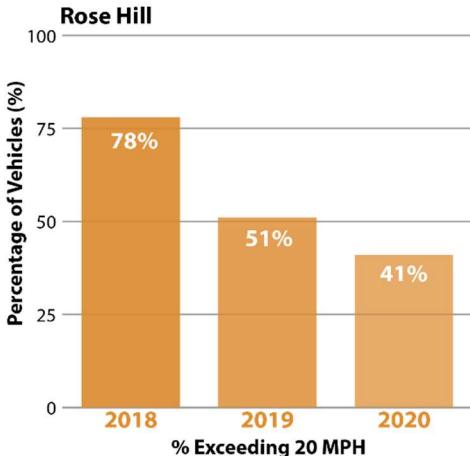
- Analysis of vehicle speeds
- Crash statistics in SSC locations and jurisdiction-wide
- Changes in public awareness and acceptance
- Data on citations issued, including disaggregation of demographic data on drivers receiving citations and patterns regarding times and days when citations are issued

When properly implemented, SSC is an effective tool for changing driver behavior. Speed Safety Camera programs typically see a decrease in speeding drivers in the first year of implementation, with additional decreases in following years. If driver speeds do not decrease after implementation of the program, there may be factors contributing to speeding that SSC can't solve. When speed cameras aren't achieving the goals of the program, it may not be the right tool in that situation.

The right tool could be in-person enforcement, signage, striping, design changes, or some other solution. The Safe System Approach includes the concept of self-enforcing roadways which limit the ability of drivers to operate outside of design parameters. Whatever the case, continuing to use SSC in a location where it's not effective erodes public trust in the program and doesn't contribute to the goal of reducing high-risk driving behaviors that contribute to traffic crashes.



Vehicle Speed Analysis 2018-2020 Kirkland



Data showing reduced speeds in school zones due to ASE. Kirkland, WA

Revenue Generation

While the reason for establishing a speed safety camera program is to reduce high-risk driving behavior, the issuance of infractions will result in revenue. Revenue generated by a new SSC program may be used for:

- Construction, maintenance, and operations of traffic safety projects.
- The cost to install and operate the cameras and administer the program.

In jurisdictions with a population of 10,000 or more, traffic safety projects must include the use of revenue in census tracts with household incomes in the lowest quartile and areas with above-average injury crashes.

Jurisdictions with a population under 10,000 must be informed by the DOH environmental health disparities map¹⁷ when determining where to invest program revenue.

An SSC is a short-term solution to a specific traffic safety problem. Revenue from the program is invested in permanently solving the problem through improved engineering or other long-term solutions.

*HB 2384 (2024) includes requirements for the use of revenue beyond the cost of administering the program.

10 | Additional Resources and References

This Speed Safety Camera Readiness Guide is a starting point for understanding SSC. If you are part of the team in your community that plans to implement SSC, the following resources will provide in-depth guidance.

Resources:

Example Ordinances:

Des Moines: <https://www.codepublishing.com/WA/DesMoines/html/DesMoines10/DesMoines1036.html>
Fife: <https://www.codepublishing.com/WA/Fife/html/Fife10/Fife1060.html>
Kirkland: <https://www.codepublishing.com/WA/Kirkland/html/Kirkland12/Kirkland1214.html>
Poulsbo: <https://www.codepublishing.com/WA/Poulsbo/#!Poulsbo10/Poulsbo1010.html#10.10>
Seattle: <https://tinyurl.com/47nmh69b>
Spokane: <https://my.spokanecity.org/smc/?Chapter=16A.64>
Tacoma: <https://cms.cityoftacoma.org/cityclerk/Files/MunicipalCode/Title11-Traffic.PDF>
Wenatchee: <https://www.codepublishing.com/WA/Wenatchee/html/Wenatchee08/Wenatchee0806.html>

Seattle Racial Equity Toolkit: <https://www.seattle.gov/civilrights/what-we-do/race-and-social-justice-initiative/racial-equity-toolkit>

Department of Health Environmental Health Disparities Map: <https://doh.wa.gov/data-and-statistical-reports/washington-tracking-network-wtn/washington-environmental-health-disparities-map>

MSRC Automated Traffic Safety Cameras Resource Page: <https://mrsc.org/explore-topics/public-safety/traffic-safety/traffic-safety-cameras>

References:

1. Washington Traffic Safety Commission. (2024, April). *Target Zero Performance: High-Risk Behavior*. <https://wtsc.wa.gov/research-data/tz-performance-dashboard/>
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7. RCW 46.61.405, RCW 46.61.415
8. Pascal, J. (2022, April). *Automated Traffic Safety Enforcement – A Kirkland Case Study*. Washington Transportation Professionals Forum and Peer Exchange
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11. RCW 47.24

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13. City of Seattle. (2021, January). *Automated Enforcement – Overview of Seattle Programs*. Re-Imagining Community Safety Monthly Meeting
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Charts:

Speed-involved Fatal Crashes: Washington Traffic Safety Commission (2024, May). *Target Zero Performance: High-Risk Behavior*. <https://wtsc.wa.gov/research-data/tz-performance-dashboard/>

Pedestrian and Cyclist Fatalities: Washington Traffic Safety Commission (2024, May). *Target Zero Performance: Road Users*. <https://wtsc.wa.gov/research-data/tz-performance-dashboard/>

Pedestrian Crash Survival: Tefft, Brian C. (2011, September) *Impact speed and a Pedestrian's Risk of Severe Injury or Death*. AAA Foundation for Traffic Safety

Pedestrian Fatalities by Race/Ethnic Group: Washington Traffic Safety Commission (2024, May). *WTSC Coded Fatal Crash (CFC) files*.

Pedestrian Fatalities by Income: Venson, E., Grimminger, A., Kenny, S. (2022). *Dangerous By Design 2022*. Smart Growth America

Vehicle Speed Analysis 2018-2020 Kirkland: Pascal, J. (2022, April). *Automated Traffic Safety Enforcement – A Kirkland Case Study*. Washington Transportation Professionals Forum and Peer Exchange

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A Publication of:



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June 2024

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City Council

Consider a Referral Regarding an Olympia Food System Plan

Agenda Date: 1/6/2026
Agenda Item Number: 8.B
File Number: 26-0020

Type: referral **Version:** 1 **Status:** Referral

Title

Consider a Referral Regarding an Olympia Food System Plan

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Consider a referral regarding development of a local food system plan.

Report

Issue:

Whether to consider a referral to develop a local food system plan for Olympia.

Staff Contact:

Melissa McKee, Assistant to City Council, 360.753.8443

Presenter(s):

Dani Madrone, Councilmember

Background and Analysis:

Olympia's food system faces vulnerabilities highlighted by recent crises and long-standing gaps in addressing food security goals. While the City has made incremental progress, such as urban agriculture code updates and soil mapping, efforts remain fragmented. A coordinated food system plan would align initiatives, assess community needs, and build resilience to ensure reliable access to fresh, healthy food for all community members.

Councilmember Madrone, with support from Councilmembers Gilman and Mayor Pro Tem Huỳnh, request that the City Council engage in a Study Session to review available research and discuss the feasibility and potential scope of developing a comprehensive food system plan for Olympia. The research should consider:

- The heritage and cultural significance of food in Olympia and its role in community identity.
- Current data on food system trends, including production, consumption, and challenges with

access to fresh and local foods.

- Organizations currently engaged in food system work and opportunities for partnership.
- Planning efforts by cities of similar size and resources, as well as scalable concepts from larger cities.
- Community engagement strategies, including outreach to local organizations, neighborhood associations, the Squaxin Island Tribe, and immigrant communities to ensure culturally relevant food access.
- Opportunities to educate residence on the importance of a resilient food system and how they can contribute.
- Potential use of public land for community food production and pollinator habitat.
- Policy updates that could be incorporated into the Comprehensive Plan via amendment.
- Clear next steps, resource needs, and partnership opportunities to advance this work.

The referral notes that developing a food system plan will require time, robust community engagement, and coordination across multiple stakeholders; therefore, initiating this discussion now is in the City's best interest to strengthen food security and resilience.

Climate Analysis:

Creating a food system plan would reduce emissions by shortening supply chains, promote sustainable practices like urban agriculture and soil health, and minimize food waste. These steps would lower Olympia's carbon footprint and improve resilience to climate-related disruptions.

Equity Analysis:

Gaps in Olympia's food system disproportionately affect low-income households and immigrant communities. During crises, these inequities deepen as assistance programs and supply chains falter, leaving vulnerable populations at higher risk of food insecurity. A coordinated plan would expand access to fresh, healthy, and culturally relevant foods for all residents, especially low-income and immigrant communities.

Neighborhood/Community Interests (if known):

Community members have expressed strengthen neighborhood connections through community gardens, urban farms, and educational opportunities. A local food system plan would build local autonomy over food choices and deepen community resilience and cultural ties.

Financial Impact:

The financial impact is unknown as this time.

Options:

1. Approve the referral to staff.
2. Postpone the referral to staff.
3. Do not approve the referral to staff.

Attachments:

Referral

Comprehensive Plan Goal PL29.16



City Council Referral Request

Tracking Number
(Provided by Staff)

Click or tap
here to enter
text.

12/29/2025

Date of
Referral

Requester Councilmember Dani
Madrone, Councilmember
Clark Gilman, Mayor Pro
Tem Yến Huỳnh

Referral To Study Session Work Session
 Staff Committee of the Chairs
 Community Livability & Public Safety Finance Committee
 Land Use & Environment Committee Advisory Committee (type here)

Problem Statement

A clear concise description of the issue(s) that need(s) to be addressed.

Food security and its connection to our local food system has come up over the past several years with recent threats to federal food assistance, the empty shelves we experienced during the pandemic, and the City's purchase of Spooner's Farm to develop into soccer fields. Issues surrounding food security often rise to the surface during a crisis, but there are actions the City can take that can bolster the local food system and soften the impacts when there are disruptions.

Aside from some long-standing investments from the city, including the farmer's market and community gardens in two parks, for many years, the goals in Olympia's comprehensive plan pertaining to local food production, urban agriculture, and food security were largely unaddressed.

Recently, Olympia has advanced some work that addresses these issues, but in a piecemeal manner that needs a broader assessment of community needs and a coordinated approach. These efforts include: mapping of soils and urban agriculture resources with the Thurston Conservation District (TCD), community gardens (both the City-run gardens – Sunrise and Yauger – and those supported by TCD), updates to City code for urban agriculture, and the planning of an urban farm park that has led to conversations with the Olympia School District on the Freedom Farm

The local food system is important to all Olympians—we all have a role in participating.

Request

What is being requested to assist in addressing the issue described in the problem statement?

The development of a food system plan for Olympia that:

- Describes the importance of food to Olympia's culture and heritage
- Shares a snapshot of data that speaks to the current trends and needs of the food system, including food production, consumption, challenges with access (particularly for fresh and local foods), and the organizations currently engaged
- Reviews planning efforts by cities of comparable size/resources (examples include Cottage Grove, OR, Kingston, NY, Rochester, NY, Tumwater, WA, Guelph, Ontario, and others), while borrowing ideas from larger cities with scalable concepts
- Engages local organizations and neighborhood associations, building on the community engagement that has already been conducted by Olympia, Tumwater, and other organizations
- Leverages community engagement with opportunities to educate on our current food system, the importance of a resilient food system, and how people can help strengthen it
- Engages with the Squaxin Island Tribe and immigrant communities on needs for culturally relevant foods
- Considers how public land can be used for community food production, including pollinator habitat
- Proposes updated policies related to food that can be adopted into the Comp Plan via amendment
- Identifies clear next steps and resources needed for Olympia to support and advance this work, including partnership opportunities with community organizations

Relationship to City Business or Proposed City Business/Services

Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City's issue to address? How will this create a more adaptive and resilient organization? How will this enhance the City's work to further equity, climate, and social justice?

Food is an important component of our local culture and heritage. As an urban community, Olympia has a role in the local food system – from production to consumption. A food system plan will compliment and coordinate the efforts recently taken or currently underway. It will create more resilience for our community when there are disruptions to the food supply or to food assistance, ensuring that people have access to fresh and healthy foods. Additionally, more opportunities to participate in the local food system will give people greater appreciation for and more autonomy over what they consume.

Connection to Comprehensive Plan

Choose all that apply.

Public Safety

Ensure that all Olympians feel safe and receive reliable, compassionate care.

Community Livability

Enrich quality of life and foster belonging for all who live, work, or spend time in Olympia.

Environmental Stewardship

Preserve and enhance Olympia's natural resources.

Economy

Promote a thriving and diversified economy with pathways to prosperity for everyone.

Organizational Excellence

Deliver exceptional services and programs that are responsive to the needs of the community.

Well-Planned City

Plan for, construct and maintain a built environment that ensures the wellbeing of current and future generations.

Options

Describe proposed options for moving the idea or issue forward for the meeting body to consider.

This work will need the support of a consultant to design and carry out the planning process. This work should engage the full Council, as the Food Systems Plan will touch the work of all committees. There is broad interest across the Council.

Timing

Is this issue time sensitive, are there other timing factors to consider?

While Olympia's Comprehensive Plan has long held goals and policies that relate to local food production and food security, the most recent update includes a specific goal to develop a food system plan. This topic has risen in importance to the City Council because of treats to federal SNAP food assistance benefits. Additionally, local organizations continue to come forward with needs to support the local food system and access to healthy food, often due to lack of federal funding or general lack of access to space and resources.

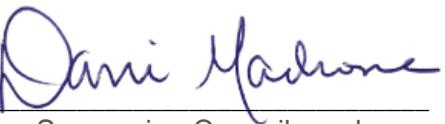
Supporting Documentation (Work Plan, Transportation Master Plan, Parks Plan, etc)

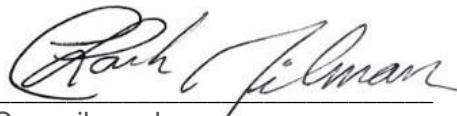
Are there documents that support your request or should be considered?

Comprehensive plan goal **PL29.16** Develop a Food System Plan for the Olympia Community

Councilmember Signatures

Two Councilmembers must support the request including the Chair of the Committee of referral. (Cannot be a committee quorum unless discussed at an open public meeting of the committee.)


Dani Madrone
Sponsoring Councilmember

1. 
Rach Filman
Councilmember

2. 
Yin Huynh
Councilmember

Staff Supplement

Staff will review the request to generate administrative impacts to be considered as part of proposal (staff to initial after their review):

Budget Impacts: Click or tap here to enter text.

Legal Review (to include regulatory authority): Click or tap here to enter text.

Policy implications: Click or tap here to enter text.

Implementation Considerations: Click or tap here to enter text.

Staff Liaison: Click or tap here to enter text.



Landscaping enhances a stormwater pond in a City Park.

PL28.7 Locate parking lots at the rear or side of buildings, to avoid pedestrian interference and to minimize street frontage. Landscape any parking adjacent to streets and minimize parking within villages by reducing requirements and providing incentives for shared parking.

PL28.8 Require village integrity but provide flexibility for developers to respond to market conditions.

GL29 In collaboration with community partners, local Thurston County food production is encouraged and supported to increase self-sufficiency, reduce environmental impact, adapt to future climate conditions, promote health and the humane treatment of animals and support the local economy.

PL29.1 Actively partner with community organizations to provide education and information about the importance of local food systems.

PL29.2 Encourage residential landscapes to include pollinator gardens, drought-tolerant plants, food gardens, and biodiverse plants as an alternative to maintaining a lawn.
(Climate)

PL29.3 Collaborate with community partners to ensure that everyone, including but not limited to young and beginning farmers, persons of color, and veterans, within Olympia is within walking, rolling, or biking distance of a place to grow food.

PL29.4 Encourage for-profit gardening and farming in the community.

PL29.5 Purchase locally grown food when possible.

PL29.6 Allow food-producing gardens on rooftops, and offer incentives to include greenhouses for year-round food production.

PL29.7 Recognize the value of open space and other green spaces as areas of potential food production.

PL29.8 Work with community organizations to develop strategies, measure, and set goals for increasing local food production.

PL29.9 Work with local governments throughout the region to help protect existing agricultural lands and develop and promote a vibrant local food economy.

PL29.10 Partner with community organizations to help educate community members who are interested in raising animals for food in the city. This might include information about protecting animals from predators, maintaining sanitary conditions, and treating animals humanely.

PL29.11 Educate and encourage community members to purchase from local farms and small producers as an alternative to factory farms that may engage in inhumane treatment of animals.

PL29.12 Partner with community organizations to help educate community members who are interested in urban agriculture on how to address and plan for climate impacts such as drought and extreme heat and encourage the production of climate-friendly foods. (Climate)

PL29.13 Consistent with PL1.17, evaluate expansion of the Transfer of Development Rights Program into additional zone districts where it would be appropriate and compatible as a way to preserve agriculture in the rural portions of Thurston County.

PL29.14 Explore needs and interest for new community gardens in underserved areas, identify potential sites on public and private land, and solicit community partners.

PL29.15 Explore the use of Soil and Vegetation Protection areas for community gardens and urban agriculture.

PL29.16 Develop a Food System Plan for the Olympia community.

Ordinance No._____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
OLYMPIA MUNICIPAL CODE CHAPTER 5.82 RELATING TO RENTAL HOUSING
CODE**

WHEREAS, housing affordability and homelessness are a growing problem, and the City Council of the City of Olympia has declared that both homelessness and housing affordability are public health emergencies; and

WHEREAS, the majority of Olympia residents are renters; and

WHEREAS, Olympia's Housing Action Plan finds that "people of color are more likely to rent and more likely to have lower incomes than their white, non-Hispanic counterparts. This makes them particularly vulnerable to eviction when rent increases exceed their ability to pay. This concern is reflected in the population experiencing homelessness, which is also disproportionately people of color"; and

WHEREAS, Black, Indigenous, and People of Color (BIPOC) are more likely to rent than white residents in Olympia. 61 percent of BIPOC residents are renters, compared to 50 percent of white residents; and

WHEREAS, BIPOC, people with disabilities, and single parent households are more likely to have lower incomes than their counterpart households. In Olympia, 24 percent of households of color earn less than 30 percent

of Area Median Income, compared to 15 percent of white households. In 2020 in Olympia, persons with disabilities earned, on average, \$26,075, compared to \$37,168 earned by persons without disabilities. 33 percent of single mother households in Olympia had income below the federal poverty level, compared to 11 percent of the total population; and

WHEREAS, over 6,000 renting households (52 percent of renting households) are cost-burdened in Olympia, which means they spend over 30 percent of their income on housing costs; and

WHEREAS, renters disproportionately bear the burden of low incomes and high housing costs. Almost 27 percent of Olympia renting households are severely cost-burdened (spending over half of their income on housing costs) compared to seven percent of Olympia homeownership households; and

WHEREAS, low-income households bear the brunt of high housing costs; of those households making 30 percent or less of the median income in Olympia, 82 percent are housing cost-burdened (of those, 73 percent are severely cost-burdened); and

WHEREAS, average rents in Olympia have increased significantly while vacancies in rental housing are low, making it increasingly difficult for tenants, especially people with limited finances, to obtain rental housing; and

WHEREAS, many landlords require tenant applicants to demonstrate their income is equal to three or more times the monthly rent and some landlords require each applicant in a tenant household to demonstrate their income is equal to three or more times the monthly rent; and

WHEREAS, it is a common practice to require applicants to provide a Social Security Number in tenant screening, which presents a barrier for immigrants and refugees; and

WHEREAS, the Fair Housing Act prohibits housing discrimination based on national origin and the Washington State Law Against Discrimination additionally prohibits housing discrimination based on immigration and citizenship status; and

WHEREAS, Olympia is a Sanctuary City and finds that all residents should be able to live in the City of Olympia regardless of their immigration or citizenship status; and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with its Housing Action Plan, Strategy 2 ("Make it easier for households to access housing and stay housed.") Tenant protections are specifically outlined in Strategy 2a ("Identify and implement appropriate tenant protections that improve household stability"); and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with the Thurston County Assessment of Fair Housing, Goal 4 ("Reduce barriers to access housing") to address barriers in the tenant screening process; and

WHEREAS, the City Council wants to amend Chapter 5.82 OMC to adopt the proposed tenant protections, and finds that this ordinance will protect and promote the health, safety, and welfare of the residents of Olympia;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 5.82 Olympia Municipal Code Chapter 5.82, Rental Housing Code, is hereby amended to read as follows:

Chapter 5.82 RENTAL HOUSING CODE

5.82.000 Chapter Contents Sections:

5.82.010 Purpose and Intent.

5.82.020 Definitions.

5.82.030 Rent Increase Notification; Tenant's Right to Terminate Tenancy.

5.82.040 Economic Displacement Relocation Assistance.

5.82.050 Pet Damage Deposits.

5.82.060 Limits to Fees.

5.82.070 Registration of Rental Units.

5.82.080 Business License Required for Rental Housing Units.

5.82.090 Periodic Inspections Required for Rental Properties.

5.82.100 Prohibition on Passing Charges to a Tenant to Comply with a Program.

5.82.110 Rent Increases Prohibited if Unit has Defective Conditions.

5.82.120 Relocation Assistance for tenants of condemned rental units or units determined to be unlawful to occupy.

5.82.130 Relocation Assistance for Low-Income Tenants Displaced by demolition, substantial rehabilitation, or change of use of rental units.

5.82.140 Right to Install Cooling Devices.

5.82.150 Tenant Screening Requirements.

5.82.1560 Retaliation Prohibited.

5.82.1670 Violations.

5.82.010 Purpose and Intent

The purpose of this Chapter is to establish regulations supporting housing security to reduce homelessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Olympia. It is the intent of the Olympia City Council to continue its long-term commitment to maintain healthy, vibrant, and diverse neighborhoods within the City of Olympia. The regulations contained in this Chapter balance the needs of the landlord, tenant, and the City of Olympia to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Olympia's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken. This Chapter ensures housing security for current and future residents within the City of Olympia.

5.82.020 Definitions

Unless the context clearly requires otherwise, the definitions in this section apply throughout this Chapter:

- A. "Affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household's monthly income.
- B. "Affordable housing provider" means a rental housing property owner that is funded or otherwise contractually obligated to provide housing that is affordable to low-income households. This includes nonprofit organizations, public agencies, or private owners receiving a tax credit to provide affordable housing to low income households.
- C. "Building" means a structure having a roof supported by columns or walls used for supporting or sheltering of any kind.
- D. "Building code" means all code provisions adopted in and throughout Chapter 16.04 OMC.
- E. "Business license" means a business license as required by this Chapter and by Chapter 5.02 OMC.
- F. "Certificate of compliance" means a statement signed and dated by the City that certifies that each rental unit complies with the requirements and standard of this Chapter.
- G. "Certificate of inspection" means the form created by the City and completed and issued by a qualified rental housing inspector following an inspection that certifies that each rental unit that was inspected passed inspection.
- H. "Change of use" means the conversion of any rental unit: from a residential use to a nonresidential use; to a condominium; or from a long-term rental to a short-term rental, as defined in OMC 18.02.170, which results in the displacement of an existing tenant. An owner displacing a tenant so that the owner can occupy the rental unit as the owner's primary residence does not constitute a change of use.
- I. "Days" means calendar days unless otherwise provided.
- J. "Declaration of compliance" means a statement submitted to the City by a rental property owner or landlord that certifies that, to the best of such person's knowledge, each rental unit complies with the requirements and standards of this Chapter and Chapter 59.18 RCW, and that there are no conditions

presented in any rental unit that endanger or impair the health or safety of a tenant.

K. "Demolition" means the destruction of any rental unit or the relocation of an existing rental unit or units to another site.

L. "Displacement" or "displaced" means the demolition, substantial rehabilitation, or change of use requiring an existing tenant or tenants to vacate the rental unit, but does not include the relocation of a tenant from one rental unit to another rental unit with the tenant's consent or the temporary relocation of a tenant for less than 72 hours.

M. "Immediate family member" means a spouse, domestic partner, or partner in a committed intimate relationship; or a parent, grandparent, child, grandchild, sibling, aunt, uncle, niece, or nephew, or first cousin, including when any of the foregoing are related by law, such as through marriage, domestic partnership, or committed intimate relationship.

N. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

O. "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below 80 percent of the median family income adjusted for family size, for Thurston County, as reported by the United States Department of Housing and Urban Development.

P. "Mobile home" or "manufactured home" means a mobile home or a manufactured home as defined in Chapter 59.20 RCW.

Q. "Owner" or "rental property owner" means the owner of record as shown on the last Thurston County tax assessment roll, or such owner's authorized agent.

R. "Qualified rental housing inspector" mean a private inspector who possesses at least one of the following credentials and who has been approved by the City as a qualified rental housing inspector based on a process developed by the City consistent with the intent of this Chapter:

1. American Association of Code Enforcement Property Maintenance and Housing Inspector certification;
2. International Code Council Property Maintenance and Housing Inspector certification;
3. International Code Council Residential Building Code Inspector;
4. Washington State licensed home inspector; or
5. Other acceptable credential as determined by the City.

S. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

T. "Rental agreement" means any agreement that establishes or modifies the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a rental unit.

U. "Rental property" means a single parcel with one or more rental units made available for rent or rented by the same landlord.

V. "Rental property complex" means contiguous parcels with rental units rented by the same landlord as a single rental complex.

W. "Rental unit" means a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including single- family residences and units of multiplexes, apartment buildings, and mobile homes and which is made available for rent (*i.e. made available for occupancy in exchange for the payment of rent*) or rented (*i.e. occupied in exchange for the payment of rent*).

X. "Residential rental housing registration" means registration of one or more rental units as required by this Chapter.

Y. "Shelter" means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit agency or governmental entity, the primary purpose of which is to provide temporary shelter for persons experience homelessness in general or for specific populations of such persons and includes a homeless shelter, an emergency shelter, and an emergency housing facility as defined in OMC 18.02.180.

Z. "Single-family dwelling" means a single unit providing complete, independent living facilities for a household, including permanent provisions for living, sleeping, cooking, and sanitation.

AA. "Substantial rehabilitation" means extensive structural repair or extensive remodeling that requires a building, electrical, plumbing, or mechanical permit, or is valued at \$6,000 or more per rental unit and that cannot be done with the tenant in occupancy.

BB. "Tenant" means any person who is entitled to occupy a dwelling rental unit primarily for living or dwelling purposes under a rental agreement.

CC. "Transitional housing" means housing that provides stability for residents for a limited time period, usually two weeks to 24 months, to allow them to recover from a crisis such as homelessness or domestic violence before transitioning into permanent housing. Transitional housing often offers supportive services, which enable a person to transition to an independent living situation.

DD. "Unit not available for rent" means a rental unit that is not currently offered or available for rent as a rental unit.

5.82.030 Rent Increase Notification; Tenant's Right to Terminate Tenancy

A. A landlord may not increase a tenant's rent by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect.

B. A landlord may not increase a tenant's rent if such rent increase, together with any other rent increase in the preceding 12 months, totals seven percent or more unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect. A tenant's rent is considered to have increased seven percent or more for purposes of this section if it has if it has increased by seven percent of more of the amount of the tenant's rent in effect 12 months prior to the

effective date of the rent increase (for example, if a landlord notifies a tenant of a rent increase effective July 1 of the current year, and such rent increase, together with any other rent increases since July 1 of the previous year, is seven percent or more of the tenant's rent as of July 1 of the previous year).

C. A landlord may not increase the rent of a tenant by 10 percent or more of the rent unless the landlord has provided the tenant with notice of the rent increase at least 180 days before such increase takes effect.

D. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected tenant.

E. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040. Notice of any rental increase of five percent or less may be served in accordance with RCW 59.12.040.

F. If a landlord gives notice of intent to increase the amount of rent by more than five percent, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 30 days' written notice and should the tenant so terminate the tenancy, the tenant only owes prorated rent through the date when the tenant vacates the rental unit. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection.

G. Any notice of rent increase required by this section must state, in clear language, that because the landlord seeks to increase the rent paid by the tenant by more than five percent, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 30 days' written notice and, should the tenant so terminate the tenancy, the tenant only owes prorated rent through the date when the tenant vacates the rental unit.

H. The increase notice required by OMC 5.82.030(A), (B), and (C) must specify:

1. The amount of the increase;
2. The total amount of the new rent;
3. The date the increase becomes effective;
4. The rationale for the rent increase; and
5. The rights of tenants under the Economic Displacement Relocation Assistance program under OMC 5.82.040, including:
 - a. A statement of the right of the tenant to request economic displacement relocation assistance in writing within 45 days of receipt of an increase notice. If the rent increase, together with any other rent increase in the preceding 12 months, totals seven percent or more, and that should a tenant so request, the landlord must, within 31 calendar days of receiving a request from the tenant, pay the tenant relocation assistance equivalent to two and half times the tenant's monthly rent (i.e. two and half months' rent).
 - b. A statement that if the tenant receives timely relocation assistance as provided for under OMC 5.82.040, the tenant may relocate at any time during the remainder of the tenancy prior to the effective date of the rent increase, if the tenant provides at least 30 days' written notice and pay prorated rent until they vacate the unit.

c. A statement that if the tenant remains in the rental unit until the effective date of the rent increase, the tenant is obligated to pay the increased rent in accordance with the increase notice for the duration of the tenant's occupancy of the rental unit and to repay any relocation assistance provided to the tenant.

5.82.040 Economic Displacement Relocation Assistance

A. If, within 45 calendar days after a tenant receives a notice indicating a rent increase and if that rent increase, together with any other rent increase in the preceding 12 months, totals seven percent or more, the tenant may request, in writing, that the landlord provide relocation assistance. If requested by the tenant, within 31 calendar days of receiving the request for relocation assistance, the landlord shall pay to the tenant relocation assistance equivalent to two and half times the tenant's monthly rent (i.e. two and half months' rent). A tenant's rent is considered to have increased seven percent or more for purposes of this section if it has increased by seven percent of more of the amount of the tenant's rent in effect 12 months prior to the effective date of the rent increase (for example, if a landlord notifies a tenant of a rent increase effective July 1 of the current year, and such rent increase, together with any other rent increases since July 1 of the previous year, is seven percent or more of the tenant's rent as of July 1 of the previous year).

B. The requirements of this section apply per rental unit, not per individual tenant.

C. Return of Relocation Assistance.

1. If the tenant receives timely relocation assistance as provided for under this chapter, the tenant may relocate at any time during the remainder of the tenancy prior to the effective date of the rent increase, if they provide at least 30 days' written notice and pay any rent owing until they vacate the unit. When a tenant vacates a rental unit under this section, the tenant owes rent prorated to the date the tenant vacates the unit.
2. At the conclusion of this relocation period, if the tenant remains in the rental unit until the effective date of the rent increase, the tenant is obligated to pay the increased rent in accordance with the increase notice for the duration of the tenant's occupancy of the rental unit and to repay any relocation assistance provided to the tenant.

D. Notice to the City.

A Landlord shall provide notice to the City of Olympia of:

1. Any request for relocation assistance, within 30 days of receipt of such notice; and
2. Any payment of relocation assistance within 30 days of making such payment.

E. Exceptions.

1. The Economic Displacement Relocation Assistance provisions do not apply to any of the following:
 - a. A landlord and tenant living on the same site if the site has only one rental unit;
 - b. A landlord and tenant living together in the same single-family dwelling where the tenant shares the dwelling with the owner;
 - c. Tenants who have lived in the rental unit for less than six months;

- d. Living arrangements exempted under RCW 59.18.040;
- e. Transient dwelling, as defined in OMC 18.02.180, which includes a short-term rental;
- f. An assisted living dwelling defined in OMC 18.02.180.
- g. A shelter, as defined in OMC 5.82.020(u).
- h. A rental agreement which governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program.

5.82.050 Pet Damage Deposits

A. Except as provided in subsection B of this section, a landlord may require payment of a pet damage deposit that may not exceed 25 percent of one month's rent, regardless of the time when the pet damage deposit is paid.

B. Exceptions

- 1. A landlord may not require a pet damage deposit for an animal that serves as an assistance animal for the tenant. This prohibition does not prohibit a landlord from bringing an action for damages resulting from damage to the landlord's property caused by the tenant's assistance animal. For purposes of this subsection, "assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability.
- 2. This section does not apply to that type of subsidized housing where the amount of rent is set based on the income of the tenant. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program.

C. If the tenant's pet's occupancy begins at the beginning of tenancy, the amount of the pet damage deposit must be specified in a rental agreement. If the tenant's pet's occupancy begins after the beginning of the tenancy, the amount of the pet damage deposit must be specified in an addendum to the rental agreement. The tenant may elect to pay the pet damage deposit in three consecutive, equal monthly installments that begin when the tenant's pet first occupies the rental unit or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule must be described in the rental agreement.

D. A landlord may not keep any portion of the pet damage deposit for damage that was not caused by a pet for which the tenant is responsible. Not later than 30 days from the end of the tenancy, consistent with RCW 59.18.280(1)(a), the landlord shall return to the tenant any portion of the pet damage deposit not applied to the costs of remediating damage caused by a pet for which the tenant is responsible, or the landlord shall provide to the tenant an itemized list of damages if a portion or the entirety of the deposit is retained for damage caused by a pet for which the tenant is responsible.

E. Other than the pet damage deposit authorized by subsection A of this section, a landlord may not charge the tenant any fee for keeping a pet.

5.82.060 Limits to Fees

A. A landlord may not charge a tenant excessive fees, fees for anticipated landlord expenses, and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement. All required rent, fees, and charges must be identified in writing to a tenant prior to application. A landlord may require only the following types of fees:

1. Applicant screening charges, pursuant to RCW 59.18.257;
2. A refundable security deposit or last month's rent to secure possession of a rental unit, which may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program;
3. Refundable pet damage deposits, pursuant to OMC 5.82.050;
4. Utilities or utility-related charges, provided that the landlord provides a clear accounting or methodology for utility charges if not based on tenant usage;
5. Late charges or fees for late payment of rent (not to exceed \$10.00 per month); and
6. Fees to reimburse a landlord expense, which must be substantiated by the landlord pursuant to the requirements in RCW 59.18.280, including:
 - a. Repair of damages to the rental unit or rental property or replacement of fixtures in the rental unit, as allowable under RCW 59.18.180(1) and RCW 59.18.280;
 - b. Improvements, amenities, or other services that are requested by the tenant and that are not required of the landlord by the rental agreement or by RCW 59.18.060;
 - c. Dishonored checks.
 - d. Costs to re-rent a rental unit as allowable under RCW 59.18.310 after a tenant abandons the unit and as authorized by OMC 5.82.030(E).

B. Nothing prohibits a landlord from offering one or more nonessential services, but a tenant must be allowed to opt out of such service(s) and any associated fee(s), if the tenant chooses to not participate. For the purposes of this subsection, "nonessential services" means a third-party service offered by the landlord to the tenant at the tenant's cost where a viable alternative is available, but does not include a duty required to be provided by a landlord pursuant to RCW 59.18.060 or utilities that are required by the lease agreement to be paid by the tenant.

C. A landlord is permitted to pursue arbitration fees, reasonable attorneys' fees, and court costs, as authorized by RCW 59.18 and RCW 59.12.

5.82.070 Registration of Rental Units

A. Registration required for rental units.

1. Any person who makes available for rent, or rents, any rental unit not exempt under subsection B of this section shall, prior to making such unit available for rent or renting such unit, register the rental unit with the City, and shall maintain the registration throughout the term of the rental of such unit.

2. A residential rental housing registration is good for one calendar year and expires on December 31st of the calendar year of registration or renewal.
3. The residential rental housing registration for a rental unit is transferable to any person who acquires ownership of a registered rental unit for the unexpired portion of the one-year term for which it was issued.

B. Exempt rental units. This section does not apply to the following types of rental units:

1. A unit within an owner-occupied single-family dwelling where the tenant shares the dwelling with the owner;
2. A rental unit occupied by a property owner's immediate family member. The property owner shall submit a completed declaration on a form provided by the City to qualify for this exemption. The City may revoke the exemption if the tenant submits a complaint to the City alleging any municipal code violation or violations at the rental property or of conditions at the rental property that endanger or impair the health or safety of a tenant;
3. A unit not available for rent; provided that a unit must be registered under this section before being made available for rent or rented;
4. An owner-occupied mobile home or manufactured home, both as defined in Chapter 59.20 RCW;
5. A living arrangement exempted under RCW 59.18.040;
6. A transient dwelling as defined in OMC 18.02.180, which includes a short-term rental;
7. An assisted living dwelling defined in OMC 18.02.180 , with the exception of Permanent Supportive Housing.

C. Application. A landlord registering a rental unit or units pursuant to this section shall follow the process and shall utilize the form established by the City. The landlord shall pay the required registration fee, submit a declaration of compliance and such other information as required by the City, and shall provide a mailing address to which the City will send any notice required under this Chapter.

D. Renewal. A landlord shall renew a residential rental registration for the ensuing year on or before the date of the expiration of the current registration by submitting a renewal application on a form and through a process established by the City, updating the information contained in the original application as necessary, and paying the required annual registration fee.

E. Landlord shall provide and update mailing address. Each landlord registering a rental unit or units under this section or renewing a registration shall provide the City with a mailing address and shall notify the City of any change in the landlord's mailing address. Any notice required to be provided to a landlord or rental property owner by the City that the City mails to the address provided through the registration or renewal process must be deemed received three days after mailing.

F. Provision and posting of tenants' rights and program information. Each landlord shall, at the time a new lease with a tenant is executed, or a lease with a tenant is renewed, provide the tenant a copy of the current version of a tenant rights information document prepared by the City, which document must inform tenants of tenants' rights under this Chapter and identify and provide contact information for City staff that a tenant may contact should a tenant believe the tenant's rights under this Chapter have been violated. In addition, at each rental unit registered under this section, or in a common area of the rental

property, the landlord shall post information regarding the City's rental housing and safety inspection program; provided, that the City may establish one or more alternative or additional methods for conveying the information to tenants. Upon request by a landlord, the City shall provide a form with the information required in this subsection.

G. Fees Established. A landlord of a rental unit subject to the registration requirements under this section shall pay an annual registration fee of \$35 per rental housing unit. An affordable housing provider may request an exemption from registration fees and the City may grant such a request at its discretion.

H. Penalty. Any person who fails to properly register any rental unit or fails to submit the required documentation for renewal of such registration on or prior to the expiration date of the registration is in violation of this chapter and is subject to the penalty provisions of OMC 5.82.1370.

5.82.080 Business License Required for Rental Housing Units.

A. Unless exempt under subsection B below, each and every person making available for rent or renting one or more rental units within the City limits shall, in accordance with Chapter 5.02 OMC, obtain and maintain a business license. One business license covers all of a person's rental units within the City; however a separate business license is required for any other business operated by such person, in accordance with OMC 5.02.005.

B. Exemptions. A landlord is exempt from the requirement to obtain a business license under this section if the landlord rents only the following types of rental units:

1. A single rental unit located on the same property as an owner-occupied residence;
2. Rental units exempt from the residential rental housing registration requirements under OMC 5.82.070(B). The operation of dwelling or lodging types that do not fall under this Chapter, such as hotels, motels, short-term rentals, shelters, transitional housing, and housing accommodations at an institution, may require an Olympia business license under a different Olympia Municipal Code provision.

C. Certificate of compliance. As a condition of the issuance or renewal of a business license, a landlord shall, prior to the renewal of the business license, possess a certificate of compliance issued by the City, certifying that each rental unit made available for rent or rented by the landlord has been inspected as required by OMC 5.82.090.

D. Declaration of compliance. As a condition of the issuance or renewal of a business license, a landlord shall, prior to the issuance of the business license, provide to the City a valid declaration of compliance declaring that each rental unit made available for rent or rented by the landlord complies with the requirements of this Chapter and RCW Chapter 59.18 and that there are no conditions present in the rental unit or units that endanger or impair the health or safety of any tenant.

E. Denial, suspension, or revocation of license – Appeal

1. Denial or revocation of business license. A landlord may be denied a business license, or a landlord's business license may be suspended or revoked, for any of the following reasons:
 - a. The landlord fails to obtain a certificate of compliance as required by this section;
 - b. The certificate of compliance or business license was procured by fraud or false representation of fact;

- c. The landlord has failed or fails to comply with any of the provisions of this Chapter;
- d. The landlord fails to pay any fee due to the City under this Chapter;
- e. The landlord's rental unit or units is subject to a notice of violation for a municipal code violation which has been deemed committed or found to have been committed;
- f. Any reason set forth in OMC 5.02.050.

2. Process – Appeal. The denial, suspension, or revocation of a landlord's business license must comply with the business license denial, suspension, or revocation procedures set forth in Chapter 5.02.050 OMC. A landlord may appeal the denial, suspension, or revocation of a business license as provided in OMC 5.02.060.

3. Reinstatement of business license. If a landlord's business license is suspended or revoked, or an application for a license is denied, the City may grant the landlord a business license only after:

- a. Any and all deficiencies on which the denial, suspension, or revocation was based have been corrected;
- b. In the event an inspection has been required, an inspection has been completed and the landlord has provided to the City a valid certificate of inspection that meets the requirements of this Chapter;
- c. The landlord pays the registration and license fee as set forth in this Code; and
- d. The landlord reimburses the City in full for any applicable tenant relocation assistance costs under OMC 5.82.090 and RCW 59.18.085 paid by the City on the Landlord's behalf.

F. Penalty for not obtaining license. In addition to the penalties set forth in Chapter 5.02 OMC, a landlord who makes available for rent or rents a rental unit without having a valid and current business license is in violation of this Chapter and is subject to the penalty provision of OMC 5.83.130, below.

5.82.090 Periodic Inspections Required for Rental Properties

- A. Inspection and certificate of inspection required.
 - 1. Unless exempt under subsection B(1) below, each and every rental property in the City must be inspected at least once every five years by a qualified rental housing inspector and a certificate of inspection, reflecting the completed inspection, must be provided to the City. A required inspection is complete only after a qualified rental housing inspector has performed an in-person inspection as required by this section and has issued a certificate of inspection on the form provided by the City and the certificate of inspection is received by the City.
 - 2. Nothing in this section precludes inspection of a rental property or one or more units thereof under RCW 59.18.115, RCW 59.18.150, or other applicable law, pursuant to a valid search warrant, or at the request or consent of a tenant.
- B. Exemptions; certain inspection reports accepted in lieu of certificate of inspection.
 - 1. The following rental properties are exempt from the inspection requirements of this section:

- a. A rental property consisting of a single rental unit located on the same property as an owner occupied residence.
- b. A rental property consisting only of a rental unit or units exempt from the residential rental housing registration requirements of OMC 5.82.070(B).
- c. A rental property that received a certificate of occupancy within the previous 10 years and for which the City has not during that period received any report of any municipal code violation or violations at the rental property or of conditions at the rental property that endanger or impair the health or safety of a tenant.

2. In lieu of a certificate of inspection provided by a qualified rental housing inspector following an inspection under this section, the City may accept an alternate inspection report from an affordable housing provider that is required to complete a periodic inspection if the report reflects that inspection performed was substantially equivalent to the City's inspection standards. This includes an inspection report for a privately owned rental housing property rented to a voucher recipient if the rental property has passed inspection by Housing Authority of Thurston County.

C. City Administration.

1. The City shall create and make available a rental unit inspection checklist to be utilized by qualified rental housing inspectors conducting inspections of a rental properties under this section. The checklist must consist, at a minimum, of a number of health and safety elements, and such other elements as the City may elect to include, that a rental unit subject to inspection either meets or fails.
2. The City shall create and make available a certificate of inspection form to be used by a qualified rental housing inspector in conducting an inspection of rental properties under this section.
3. The City shall create and make available a notice of failed inspection form to be used by a qualified rental housing inspector in conducting an inspection of rental properties under this section.
4. The City shall create and make available a tenant notice form to be utilized by rental property owners in informing tenants of the impending inspection of a rental property and individual rental units, as required by RCW 59.18.125(7)(a) and subsection E(2), below. Such notice must comply with RCW 59.18.125(7)(a) and must state that a tenant with a disability who may be negatively affected by entry into their rental unit by the inspector may request a reasonable accommodation by the City, including the City selecting an alternate unit for inspection.
5. The City shall determine the methodology for selecting which units within a rental property are subject to inspection under subsections D(2) and (3), below, and for each rental property subject to a periodic inspection, shall select units for inspection using such methodology and inform the rental property owner and the inspector of the rental units selected for inspection.
6. By December 1 of the year before a rental property's inspection must be completed, the City shall mail a notice to the rental property owner informing the owner that the inspection under this section must be completed in the coming calendar year and identifying those rental units at the rental property that are subject to inspection. The City shall mail such notice to the rental property owner at the address provided on the rental property owner's registration under OMC 5.82.070.

D. Rental units subject to inspection.

1. Except as provided in subsections 4 and 5 below, for a rental property consisting of one to four rental units, one rental unit may be selected by the City for inspection.
2. Except as provided in subsections 4 and 5 below, for a rental property consisting of between five and 20 rental units, no more than 20 percent, rounded up to the next whole number, of the rental units, up to a maximum of four units, may be selected by the City for inspection.
3. Except as provided in subsections 4 and 5 below, for a rental property consisting of 21 or more rental units, no more than 20 percent, rounded up to the next whole number, of the rental units, up to a maximum of 50 units, may be selected by the City for inspection.
4. If one or more units on a rental property selected for inspection by the City fail inspection, the City may require up to 100 percent of the units on the rental property be inspected.
5. If the City has, since the last required inspection, received one or more reports of a municipal code violation at the rental property or conditions at the rental property that endanger or impair the health or safety of a tenant, the City may require 100 percent of the units on the rental property be inspected.

E. Conduct of Inspection of Rental Property.

1. After receiving notice from the City that a rental property is due for inspection under this section, a rental property owner shall arrange with a qualified rental housing inspector to perform, at a particular date and time, the inspection of the unit or units identified by the City as subject to inspection. The inspection must be conducted at the rental property owner's expense, except as provided in subsection 7, below.
2. Not more than 60 nor fewer than 30 days prior to the date set for the inspection, the rental property owner shall provide notice to each tenant of the rental property of the impending inspection, using the form created by the City, completed by the rental property owner with all required information. The rental property owner shall provide a copy of the notice to the inspector upon request on the day of inspection.
3. The qualified rental housing inspector shall conduct an in-person inspection of the rental unit or units selected by the City for inspection. The rental property owner shall allow the inspector to access the rental property and shall, under the authority of RCW 59.18.150, facilitate the inspector's access to each rental unit subject to inspection, including providing the notice required in subsection 2, above.
4. In conducting an inspection under this section, the inspector may only investigate a rental property as needed to provide a certificate of inspection under this section.
5. In conducting an inspection under this section, the inspector shall utilize the checklist developed by the City, inspecting the unit or units subject to inspection to determine if the unit meets or fails to meet each element listed on the checklist. If any rental unit fails to meet any element of the checklist, the rental property fails the inspection and a certificate of inspection for the rental property may not be issued.
6. Unless the rental property fails the inspection, the inspector shall, within 10 days of conducting an inspection of a rental property, issue a certificate of inspection on the form developed by the

City and shall provide a copy of the certificate of inspection to the City and to the rental property owner.

7. If the rental property fails the inspection, the inspector shall, within 10 days of the inspection, provide the rental property owner and the City a notice of inspection failure. A rental property owner may appeal a failed inspection under subsection F, below.

8. The City may, at the City's discretion, provide City funding for an inspection of a rental property operated by an affordable housing provider.

F. Appeal of failed inspection. If a rental property fails an inspection under this section, the rental property's owner may appeal such failure by submitting a written appeal notice to the City Manager. The appeal notice must be received by the City Manager within 14 days of issuance of the notice of failed inspection. The appeal notice must identify the rental property subject to the notice of failed inspection, the name of the rental property's owner, and must state with particularity the basis for the appeal. A copy of the notice of failed inspection must be provided to the City Manager along with the appeal notice. The City Manager, or designee, shall, within 30 days of receipt of the appeal, review the appeal and shall issue a written decision to uphold, modify, or reverse the failed inspection. The City Manager's or designee's decision is the final decision of the City.

G. Failure to complete inspection when required. If a rental property owner fails to complete an inspection of the rental property owner's rental property by the end of the calendar year in which the inspection is due, or if the rental property fails the inspection:

1. The City shall mail a notice of non-compliance to the rental property owner.

2. Upon receipt of a notice of non-compliance, a rental property owner shall, within 30 days, complete the required inspection and provide a certificate of inspection to the City or enter into a compliance agreement with the City.

3. If, 30 days after receipt of a notice of non-compliance, a rental property owner has not completed the required inspection and provided a certificate of inspection to the City or has not entered into a compliance agreement with the City, or if at any time a property owner violates the terms of a compliance agreement with the City:

a. The rental property owner is in violation of this Chapter and is subject to the penalty provisions of OMC 5.82.1370, below;

b. The City may declare the rental property or one or more units thereof, unlawful to occupy pursuant to RCW 59.18.085; after so declaring, the City shall mail written notice to the property owner and any and all affected tenants that the rental property or a unit or units have been declared unlawful to occupy;

c. The City may suspend or revoke the property owner's business license pursuant to OMC 5.02.050; and

d. The rental property owner shall pay for relocation assistance to each displaced tenant as provided in RCW 59.18.085, and, if the City pays for relocation assistance on behalf of the property owner, the property owner shall reimburse the City for all such amounts paid.

5.82.100 Prohibition on Passing Charges to a Tenant to Comply with a Program.

A landlord may not pass on to the tenant any costs incurred by the landlord in complying with this Chapter including: inspection fees, registration fees, business license fees, and repairs not related to damages caused by the tenant.

5.82.110 Rent Increases Prohibited if Rental Unit has Defective Condition.

A. A landlord may not increase the rent charged to a tenant by any amount if the rental unit has one or more defective conditions making the rental unit uninhabitable, if a tenant's request for repair to make the rental unit habitable has not been completed, or if the rental unit is otherwise in violation of RCW 59.18.060. If the tenant believes the rental unit has one or more defective conditions making the unit uninhabitable or violates RCW 59.18.060, the tenant may notify the landlord in writing as required by RCW 59.18.070, specifying the premises involved; the owner's name, if known; and the defective condition before the effective date listed in the notice of rent increase.

B. A landlord may not increase rent on any unit in a rental property if the rental property owner has not completed inspection of the rental property as required in OMC 5.82.090, or if the rental property has failed inspection under that section.

5.82.120 Relocation Assistance for tenants of condemned rental units or units determined to be unlawful to occupy.

The purpose of this section is to establish, pursuant to RCW 59.18.085, a relocation assistance program for tenants whose rental units have been condemned or determined unlawful to occupy by the City.

A. A landlord shall pay relocation assistance to the landlord's tenant pursuant to this section and RCW 59.18.085 when the tenant's rental unit has been condemned by the City or determined by the City to be unlawful to occupy.

B. Notice. At the time the City notifies a landlord that a rental unit owned or managed by the landlord has been condemned or determined to be unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, the City will also notify both the landlord and the tenant(s) that the tenant(s) may be entitled to relocation assistance from the landlord under this section and RCW 59.18.085.

C. Advancement of relocation assistance by the City. If the City determines that a tenant(s) is entitled to relocation assistance under this section and RCW 59.18.085, and the landlord has failed to provide the tenant(s) with relocation assistance within seven days of the City notifying the landlord of the condemnation or determination of unlawful to occupy, the City may advance the cost of relocation assistance to the tenant(s). The amount of relocation assistance advanced per rental unit may be no more than \$2,000, or three times the monthly rent, whichever is greater.

D. Reimbursement to the City. The landlord shall reimburse the City the relocation assistance advanced by the City to the tenant(s) within 60 days from the date that the City first advanced said funds.

E. Penalty. If a landlord fails to repay the City for the advanced relocation assistance within 60 days, the City shall, pursuant to RCW 59.18.085(f), assess civil penalties in the amount of \$50 per day for each displaced tenant. In addition, if the City has advanced relocation assistance to a tenant entitled to such assistance under this section or RCW 59.18.085, and if the landlord fails to reimburse the City as required by this section, interest on such amount accrues at the maximum legal rate of interest permitted under RCW 19.52.020, commencing 30 days after the date the City first advanced relocation assistance funds to the displaced tenant(s). The City is also entitled to attorney's fees and costs arising from any legal action taken to recover unpaid relocation assistance, penalties, and interest.

F. Exemptions. A landlord is exempt from payment or reimbursement to the City of relocation assistance if the landlord demonstrates by a preponderance of the evidence within seven days of the City sending notice of the condemnation or determination of unlawful to occupy that the condition(s) causing the dwelling to be condemned or unlawful to occupy was directly caused by:

1. a tenant's or any third party's illegal conduct without the landlord's prior knowledge;
2. a natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or
3. the acquisition of the property by eminent domain.

5.82.130 Relocation Assistance for Low-Income Tenants Displaced by demolition, substantial rehabilitation, or change of use of rental units.

The purpose of this section is to establish, pursuant to RCW 59.18.440, a tenant relocation assistance program for low-income tenants who are displaced when a rental property or rental unit is demolished, substantially rehabilitated, or upon the change of use of such property or rental unit. For purposes of this section, "low income" means total combined income per rental unit is at or below 50 percent of the median income, adjusted for family size, in Thurston County, Washington.

A. A landlord shall pay relocation assistance to a low-income tenant(s) if the tenant(s) is displaced as the result of: demolition, substantial rehabilitation, or change of use of the property or rental unit.

B. Exemptions. This section does not apply (except as otherwise expressly required by state or federal law) to low-income tenants who are displaced due to the following circumstances or from the following housing types:

1. Any rental unit demolished or vacated because of
 - a. a tenant's or any third party's illegal conduct without the landlord's prior knowledge;
 - b. natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or
 - c. the acquisition of the property by eminent domain.
2. Any rental unit ordered vacated or demolished because of damage within the landlord's control where relocation assistance under OMC 5.82.120 and RCW 59.18.085 applies;
3. An owner-occupied mobile home or manufactured home, both as defined in Chapter 59.20 RCW;
4. A living arrangement exempted under RCW 59.18.040;
5. A transient dwelling as defined in OMC 18.02.180, which includes a short-term rental;
6. An assisted living dwelling defined in OMC 18.02.180.
7. Any rental unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and
8. A shelter, as defined in OMC 5.82.020(u).
9. A landlord is not required to pay relocation assistance to:

- a. A tenant who moves from a rental unit prior to the application by the owner of the rental unit for any governmental permit necessary for the demolition, substantial rehabilitation, or change of use of the rental unit;
- b. A tenant who moves into a rental unit after application by the owner of the rental unit for any necessary governmental permit necessary for the demolition, substantial rehabilitation, or change of use of the rental unit, if the tenant receives, prior to taking possession of the rental unit, written notice from the property owner that specifically describes the activity or condition that may result in the tenant's temporary or permanent displacement and advises the tenant of the tenant's ineligibility for relocation assistance;
- c. A tenant who moves into a rental unit after any required condominium conversion notification or filing, if the tenant receives, prior to taking possession of the rental unit, written notice from the property owner that specifically describes the activity or condition that may result in the tenant's temporary or permanent displacement and advises the tenant of the tenant's ineligibility for relocation assistance.
- d. A tenant who is offered an opportunity to purchase their rental unit prior to conversion to a condominium, provided that the property owner enters into a relocation agreement with any tenant(s) who earns 50 percent of Area Median Income or below and who is unable or who does not wish to purchase their rental unit, and provided the property owner submits the relocation agreement to the City for approval. The City may condition its approval of the relocation agreement on the property owner entering into a compliance agreement with the City.

C. Notice to Tenants. When a tenant is to be displaced due to demolition, substantial rehabilitation, or change of use of the rental property or their rental unit, a landlord may only terminate the tenancy by providing a tenant with written notice at least 120 days before the end of the month or period of tenancy. The notice must include a Tenant Relocation Information packet that informs the tenant of their rights under this chapter, a tenant income verification form, and instructions that tenants must complete and return the form to the City within 30 days from the date that the notice was provided.

D. Notice to City. Within 14 days of providing the tenant with the notice required by subsection C, above, including the Relocation Information Packet, the landlord shall provide the City with a list of names of the tenants listed in the lease agreement and number of rental units for the rental unit(s) subject to demolition, substantial rehabilitation, or change of use.

E. Tenant eligibility for relocation assistance. Low-income tenants who are parties to a rental agreement for the rental unit are eligible for relocation assistance, but only if the tenant to be displaced resides in a rental unit at issue when the landlord delivers the notice required by subsection C, above and only if the tenant completes and provides to the City the tenant income verification form and is determined by the City to meet income eligibility requirements.

F. Tenant income verification.

1. To be eligible for relocation assistance under this section, a tenant must complete and provide to the City, within 30 days from the date that the notice, as required in subsection C, above, was provided, the income verification form. To be complete, the tenant income verification form must include the names of all occupants of the rental unit, the total combined monthly and annual income of the occupants of the rental unit, the total combined income of the occupants for the current calendar year, and must be signed by the tenant. Any tenant who fails to return a completed tenant income verification form to the City within 30 days from the date that the

notice required in subsection C, above, was provided is not eligible for relocation assistance unless the tenant has requested and received a written extension from the City.

2. Based on the information contained in the complete tenant income verification form, the City determines which tenants qualify as low-income tenants and are therefore eligible to receive relocation assistance.
3. Any tenant who fails or declines the opportunity to submit the tenant income verification form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, is not eligible for relocation assistance under this section.

G. Relocation assistance verification. Within 30 days of the City's receipt of the completed tenant income verification forms from all tenants who are parties to a rental agreement in a rental unit, the City will mail to each rental unit household who submitted a complete tenant income verification form and to the landlord, at the address provided under OMC 5.82.070(E), a notice stating whether or not the rental unit household is eligible for relocation assistance.

H. Appeal. Both the tenant and the owner may file an appeal of the City's determination of a tenant's eligibility for relocation assistance by submitting a written appeal notice to the City Manager. The appeal notice must be received by the City Manager within 14 days of City's issuance of the notice of eligibility for relocation assistance. The appeal notice must identify the rental property at issue, the rental unit at issue, the name of the rental property's owner, the name of the tenants who are parties to a rental agreement of the unit at issue and must state with particularity the basis for the appeal. A copy of the notice of eligibility determination for relocation assistance must be provided to the City Manager along with the appeal notice. The City Manager, or designee, shall, within 30 days of receipt of the appeal, review the appeal and shall issue a written decision to uphold, modify, or reverse the City's determination. The City Manager's or designee's decision is the final decision of the City.

I. Relocation assistance payments.

1. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the City, may receive a total relocation assistance payment of \$2,000 for their eligible rental unit. The amount of relocation assistance is adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics for the Seattle-Tacoma-Bellevue area. The relocation assistance payment is in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.
2. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one half the relocation assistance due to eligible tenants pursuant to this chapter.
3. Within 10 days after receipt by the owner of the notice of tenant eligibility, the landlord shall pay eligible tenants who will be displaced the landlord's portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment. Upon receipt of the owner's share of relocation assistance costs, the City will send the City's portion of relocation assistance payments to eligible tenants.

5.82.140 Right to Install Cooling Devices

A. A landlord may not prohibit a tenant from installing or using a portable cooling device (air conditioner or evaporative cooler) in a rental unit. A landlord may only prohibit or restrict a tenant from installing or using a portable cooling device if installation or use of the device would:

1. Violate building codes or state or federal law;
2. Violate the device manufacturer's written safety guidelines for the device;
3. Damage the premises or render the premises uninhabitable;
4. Require more amperage to power the device than power service to the building, rental unit, or circuit can accommodate;
5. Block a window that serves as the necessary egress (i.e. exit) from the rental unit;
6. Interfere with the tenant's ability to lock a window that is accessible from outside;
7. Damage or void the warranty of the window or frame, puncture the envelope of the building, or otherwise cause significant damages due to the use of brackets or other hardware required to securely fix the device;
8. Damage the rental unit or building because the device cannot be adequately drained; or
9. Risk the device falling.

B. A landlord may require portable cooling devices to be:

1. Installed or removed by the landlord or landlord's agent;
2. Subject to inspection or servicing by the landlord or landlord's agent; or
3. Removed from October 1 through April 30.

C. A landlord may not enforce a restriction on portable cooling devices against a tenant allowed under this section unless the restrictions are in writing and delivered to the tenant.

D. A landlord is immune from liability for any claim for damages, injury, or death caused by a portable cooling device installed by the tenant.

E. A landlord who must limit portable cooling devices for a building under subsection (A)(4) of this section shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability. A landlord is not responsible for any interruption in electrical service that is not caused by the landlord, including interruptions caused by an electrical supply's inability to accommodate use of a portable cooling device.

5.82.150 Prospective Tenant Screening Requirements

A landlord may screen a potential tenant(s) and any additional occupants of a rental unit based upon any criteria, except that a landlord must comply with the requirements and limitations of this section and of RCW 59.18.257 and not have any unlawful discriminatory polices used in screening for tenancy or occupancy. A landlord who screens a tenant(s) or occupant(s) contrary to the requirements or limitations

of this section is in violation of this chapter and is liable to the tenant or occupant (or both) and is subject to the remedies and penalties under OMC 5.82.170.

A. Social Security Number Requirement.

1. A landlord may not require that a tenant, prospective tenant, occupant, or prospective occupant of a rental unit provide a social security number to the landlord. A landlord may request a social security number, and if the tenant and/or occupant elects to provide it, the landlord may use the number in screening the prospective tenant/occupant. A landlord may not refuse to enter into a rental agreement with a tenant or prospective tenant because the tenant or prospective tenant does not provide a social security number. A landlord must inform any prospective tenant or occupant seeking a rental unit of their right to provide alternative proof of financial qualifications and identity verification. A landlord must accept alternative documentation to establish identity or financial eligibility if offered by the tenant. If the prospective tenant or occupant provides alternative documentation to establish identity or financial eligibility, the landlord must offer the same rental agreement terms to the applicant as if a social security number had been provided.
2. A landlord may not intimidate, threaten, or harass any tenant, prospective tenant, occupant or prospective occupant due to immigration or citizenship status at any point in the screening process or tenancy.
3. Nothing in this section prohibits a landlord from: (i) complying with any legal obligation under federal law, (ii) requesting information or documentation necessary to determine or verify the financial qualifications of a prospective tenant, or to determine or verify the identity of a prospective tenant or prospective occupant, or (iii) taking adverse action because of unfavorable screening results.

B. Financial Qualifications of Applicant(s).

1. A landlord may require an applicant(s) to demonstrate a monthly gross income of up to, but not greater than, two-and-one-half times the amount of the monthly rent for the rental unit.
2. For the purposes of this subsection, a landlord's evaluation of an applicant's income to rent ratio must:
 - a. Include all income sources of an applicant(s). The landlord may also choose to consider verifiable friend or family assistance;
 - b. Calculate the income to rent ratio based on a rental amount that is reduced by the amount of any local, state, or federal government rent voucher or housing subsidy available to the applicant; and
 - c. Be based on the cumulative financial resources of all applicants.
3. If an applicant(s) does not meet the minimum income ratios as described in this section, a landlord may require the applicant(s) to provide a co-signer or guarantor and/or must allow the applicant to demonstrate a history of successful rent payment.

5.82.1560 Retaliation Prohibited.

A landlord may not retaliate against a tenant for asserting tenant rights under the tenant protection provisions of this Chapter or any other applicable tenant protection law.

A. It is a violation of this Chapter and a defense against eviction for a landlord to threaten, commence, or carry out retaliation, including a retaliatory eviction, based on the tenant having asserted rights and protections afforded by this Chapter or any other applicable tenant protection law.

B. There is a rebuttable presumption that a landlord's action was retaliatory if the action occurred within 90 days of the tenant asserting a right or protection afforded by this Chapter or any other applicable tenant protection law.

C. In addition to the definitions of retaliation provided in RCW 59.18.240, prohibited retaliatory actions under this section include:

1. Rescinding an offer of lease renewal;
2. Refusing to provide, accept, or approve a rental application or a rental agreement;
3. Misrepresenting any material fact when providing a rental reference about a tenant; and
4. Threatening to allege to a government agency that a tenant or prospective tenant, or a family member of a tenant or prospective tenant, is not lawfully in the United States.

D. A landlord who retaliates against a tenant for asserting rights or protections afforded by this Chapter or any other applicable tenant protection law is in violation of this Chapter and is liable to the tenant and is subject to the remedies and penalties under OMC 5.82.1730.

5.82.1670 Violations

A. Any tenant claiming injury from any violation of this chapter may bring an action in Thurston County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter and is entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief.

B. A landlord who violates this Chapter is liable to the tenant in an action brought by the tenant under subsection A, above, for: (1) any actual damages incurred by the tenant as a result of the landlord's or owner's violation or violations of this chapter; (2) double the amount of any security deposit unlawfully charged or withheld by the landlord; (3) reasonable attorney fees and costs incurred by the tenant in bring such action.

C. A landlord's failure to comply with any of the provisions of this chapter is a defense in any legal action brought by the landlord to recover possession of the rental unit.

D. A landlord's failure to comply with any of the provisions of this chapter may result in denial, suspension, or revocation of a business license, as provided in OMC 5.82.080.

E. A landlord or rental property owner who violates any provision of this Chapter commits a civil infraction or infractions and is subject to a fine or fines as set forth below. Each day a landlord or rental property owner is in violation of any provision of this Chapter constitutes a separate violation.

1. First offense: Class 3 (\$50), not including statutory assessments.
2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
3. Three or more offenses arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.

F. The penalties imposed in this Chapter are not exclusive when the acts or omissions constitute a violation

of another chapter of the Olympia Municipal Code. In addition to all other penalties, remedies, or other enforcement measures established within this Chapter, or as otherwise provided by law, any act or omission that constitutes a violation of this Chapter may be subject to penalties and enforcement provisions as provided by other provisions of the Olympia Municipal Code, and such penalties and enforcement provisions may be imposed as set forth in such provisions. The exercise of one remedy does not foreclose use of another. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances remain unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance takes effect on April 1, 2026, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

INTERGOVERNMENTAL EMS CONTRACT

THIS CONTRACT is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and the **CITY OF OLYMPIA**, a municipal corporation, hereinafter referred to as the 'AGENCY';

WHEREAS, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, RCW 70.168.120 authorizes the County to establish local emergency care councils; and

WHEREAS, Thurston County Medic One is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

WHEREAS, certain local agencies have the resources including human resources available to provide such services at the requisite level of quality and training; and

WHEREAS, the COUNTY desires to have the AGENCY perform emergency medical services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

WHEREAS, the COUNTY and the AGENCY agree to jointly explore a variety of innovative strategies to maximize the Thurston County prehospital healthcare delivery model; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract;

THEREFORE, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto mutually agree as follows:

I. SERVICES

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract and as detailed in Exhibit "A" attached hereto and made a part hereof.
- B. The COUNTY shall purchase and provide all materials and equipment necessary for the full performance of this Contract by AGENCY except as provided in Section IV (E.) of this Contract.
- C.1. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with vehicles designed and equipped to furnish emergency medical services as required by law, twenty-four (24) hours a day, seven (7) days a week. AGENCY agrees to maintain said vehicles at all times so that they meet the following

standards: State of Washington Department of Health; Office of Emergency Medical Services and Trauma Systems as contained in Chapter 18.73, Chapter 18.71 and Chapter 70.168 RCW; and all applicable Washington Administrative Codes and regulations in effect at the time of this Contract as written and hereafter amended. AGENCY agrees that such vehicles shall at all times be equipped with equipment necessary to provide the services contemplated by this Contract. Said vehicles and equipment shall remain the property of the COUNTY.

- C.2. In lieu of a County vehicle, the AGENCY may provide a mutually acceptable vehicle for which the COUNTY shall reimburse the AGENCY \$25.00 per day for each day said vehicle is in use as the paramedic response vehicle. Additionally, the COUNTY may provide a mutually acceptable vehicle for which the AGENCY shall reimburse the COUNTY \$25.00 per day for each day of said vehicle use as a Basic Life Support (BLS) response unit. Both the AGENCY and the COUNTY shall coordinate the use of these vehicles prior to their utilization as response units. "Use" is defined as: in working order and available for use by the AGENCY.
- C.3. The COUNTY may, with the approval of the AGENCY, provide the AGENCY with an additional vehicle designed and equipped to furnish emergency medical services as required by law. The AGENCY duties set out in Section I (C.1) and Exhibit "A" II (B.1.-4.) of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.
- C.4. Using a mutually agreed upon advanced notification process (email, phone call, or text message to designated Medic One staff), the AGENCY may remove a primary Medic Unit from the deployment model for paramedic-level and suppression-related training following notification to the COUNTY and coordination with partner agencies. The AGENCY shall monitor countywide radio communications for paramedic-level dispatches and should dispatches exceed the capabilities of the current in-service Medic Units, Out of Service (OOS) Medic Units shall be returned to service as soon as is safe and reasonable.
- C.5. Any changes to the existing countywide configuration of Advanced Life Support (ALS) unit dispatching and/or responses after the effective date of this Contract shall be approved by the Emergency Medical Services (EMS) Operations Committee and briefed to the Emergency Medical Services Council (EMS Council) prior to implementation. The dispatch configurations for all ALS Units in Thurston County as of the effective date of this Contract shall be briefed to Emergency Services Operations Committee. The COUNTY and AGENCY jointly develop performance measures for ALS Unit responses that shall continue to be monitored throughout the term of this Contract. Any outcome measures outside of established acceptable ranges at the end of each calendar year for the duration of this Contract shall be briefed to the EMS Operations Committee. Recommended mitigation strategies shall be jointly evaluated by the COUNTY and AGENCY to establish and implement necessary changes to ALS Unit dispatching, deployment, and/or distribution.

II. EFFECTIVE DATE; DURATION

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2026 (the "Effective Date"). This Contract shall terminate on December 31, 2028. This Contract may be extended for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior to termination. This Contract replaces and supersedes all prior agreements regarding the subject matter contained in this Contract. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

If the AGENCY or the COUNTY's administrative agency for the execution of this Contract (Thurston County Medic One) is subject to a change in governance through a process of regionalization, annexation, subcontracting, or other alterations to structure permissible in state statute, the COUNTY and AGENCY mutually agree to re-open the specific sections of this Contract directly impacted by the structural change in governance. The COUNTY and AGENCY mutually agree to maintain the established levels of compensation and reimbursement during the process of re-negotiation.

III. THE EMERGENCY MEDICAL SERVICES SYSTEMS COUNCIL

- A. The AGENCY and the COUNTY shall coordinate the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).
- B. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
- C. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favor of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. Commencing on January 1, 2026, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs up to 9.5-medic dual paramedic staffed units known as "Medic 4" and "Medic 10." The COUNTY shall continuously pay the aforementioned percentages of the costs for the 9.5-medic dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

Commencing on January 1, 2027, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this

contract in an amount equivalent to 80 percent (80%) of said costs up to 10.0-medic dual paramedic staffed units known as "Medic 4" and 80 percent (80%) of said costs up to 9.5-medic dual paramedic staffed units known as "Medic 10." The COUNTY shall continuously pay the aforementioned percentages of the costs for the dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

Commencing on January 1, 2028, the COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs up to 10.0-medic dual paramedic staffed units known as "Medic 4" and "Medic 10." The COUNTY shall continuously pay the aforementioned percentages of the costs for the dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position shall be paid at the third paramedic step with benefits included at the weighted rate.

In addition, the AGENCY shall be reimbursed 80 percent (80%) of said costs for one (1) Medical Services Officer (MSO) that is currently a Thurston County certified paramedic. Said MSO shall not be counted when calculating the staffing allocation described herein. Reimbursement for this position shall be contingent on deliverables. The deliverables shall be developed jointly between the AGENCY and the COUNTY, approved by the Medic One Director, and reviewed annually. These deliverables shall be billable in quarterly installments following the quarter in which services were rendered. If deliverables within a quarter are met at 80% or greater, then full reimbursement shall be paid. If deliverables are met at 50%-79%, then 50% of the position value shall be paid. If deliverables are met at 49% or less, then 0% of the position shall be paid. The COUNTY and the AGENCY will jointly identify necessary training and skills that are needed for personnel tasked with quality improvement, training, exercises, pharmaceutical management, and other associated deliverables. This training will be covered as defined in Section IV (P.) of this Contract, should the training exceed the salary and benefits already covered by this paragraph.

Should the AGENCY elect to establish an EMS training officer, the officer shall be a currently certified Thurston County paramedic and shall be a response paramedic within the staffing allocation defined herein. The AGENCY shall notify the COUNTY upon establishment of the EMS training officer and shall notate the position on monthly invoices. Upon establishment, the AGENCY agrees to coordinate two (2) joint trainings annually with each of the following three (3) Thurston County fire districts and/or municipalities:

Griffin Fire Department (Thurston County Fire District #13)
East Olympia (Thurston County Fire District #6)
McLane Black Lake Fire Department (Thurston County Fire District #9)

For the purposes of Section IV (B.) of this Contract cost of "paramedical services" shall be limited to the following:

1. SALARIES AND BENEFITS: The actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY for the paramedic and MSO personnel in accordance with the formulae listed above.
2. Overtime in an amount equivalent to six percent (6%) of projected annual base wages in accordance with the formulae listed above and excluding the MSO. (Allotted Firefighter/Paramedic wage X 6% X 80% = Overtime Allotment).
3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and shall be reimbursed at 100%. The AGENCY shall submit to the COUNTY documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is either self-insured or is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY 80% of the payments received due to (or as a result of) disability claims that were previously billed to the COUNTY for this medic, whether received from a 3rd party payor or by self-insurance.

Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 3 consecutive shifts or less shall not be eligible for 100% Disability Overtime nor 100% Backfill. Shifts associated with those paramedics assigned to a Medic Unit that are off duty for 4 consecutive shifts or greater as a result of an injury or illness are eligible for 100% Disability Overtime and 100% Backfill starting on the date of the initial shift the paramedic was off duty for the related illness or injury. The AGENCY shall submit available documentation or a signed attestation to the COUNTY in support of the disability reimbursement. Protected Health Information shall not be shared and other privacy rights of the paramedic on disability shall not be violated. The COUNTY reserves the right to deny disability reimbursements for unsupported claims related to sick leave versus disability leave.
4. Overtime for backfill (except as required in Exhibit A, Section II (A.) of this Contract), special events Section IV (E.) or paramedic disability Section IV (B.3.) may be filled by any fully qualified personnel, at the discretion of the AGENCY. Reimbursement for said backfill may be requested by the AGENCY. In the case of backfill for paramedic disability, the eligible wage rate for reimbursement shall be limited to the amount equivalent to the paramedic personnel on disability who caused the vacancy.
5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association

(VEBA) Trust for Public Employees in the Northwest, the COUNTY shall reimburse the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a monthly basis.

- C. The AGENCY shall submit to the COUNTY a COUNTY-templated invoice no later than the last day of the month following the close of each pay period identified in Section IV (B.) of this Contract. Any modifications to the invoice template shall be sent from the COUNTY to the AGENCY no later than 15 business days prior to the start of the billing period for which the change will be initiated. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31st with no extension of the deadline.
- D. The COUNTY shall initiate authorization for payment after receipt of the invoice required in Section IV (C.) and receipt of any required periodic reports identified in Exhibit "A", Section II (B.3.), of this Contract and shall make payment to the AGENCY within thirty (30) days thereafter.
- E. The COUNTY shall reimburse the AGENCY 100 percent (100%) for expenses incurred by the AGENCY as set forth in Exhibit "A" Section II (B.3.) and Section II (B.4.) of this Contract and for other services rendered at the written direction of the COUNTY. (For example: MPD required medical education or ride-along time, CBD trainer, oral boards)
- F. The AGENCY may submit expenses incurred by the AGENCY in support of Basic Life Support (BLS) services. These services shall be reimbursed from the AGENCY's BLS funds and shall not be reimbursable in the event that the AGENCY's BLS funds are exhausted.
- G. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the purchase, under emergency conditions, of equipment/supplies necessary for performance of this Contract. The AGENCY shall submit to the Thurston County Medic One Office, an invoice, executed in accordance with Section IV (B.,C.) no later than the last day of the month following the month of purchase. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31st with no extension of the deadline.
- H. The COUNTY shall pay for all vaccinations, including Hepatitis B, that are required for entry into Providence St. Peter's Hospital (PSPH) Operating Room. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up titers, to ensure the vaccine was successful. Vaccination records and results of all titers shall be kept at the AGENCY and made available to Medic One and PSPH upon request. All paramedics shall receive all vaccinations necessary to be eligible for PSPH Operating Room entry.

If a vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots must be restarted due to the failure of a paramedic to obtain the shots

on schedule, other than when a medical condition precludes the timely completion of the vaccination series, the AGENCY shall pay for the second vaccine procedure.

If a paramedic refuses vaccination, a signed declination, approved by PSPH and compliant with current Washington State law, shall be completed by the AGENCY and must be provided to PSPH and Medic One upon request. Vaccination or signed release must be initiated within three (3) months of hire and kept at the AGENCY.

- I. The COUNTY shall reimburse the AGENCY 50 percent (50%) of the cost for six (6) self-contained breathing apparatus (SCBA), to be placed in the primary Medic One vehicles operated by the AGENCY pursuant to Section I (C.1., or C.2.). The AGENCY shall be responsible for the routine maintenance of the SCBA. It is agreed that the anticipated normal service life of the SCBA is five (5) years if subjected to normal wear and tear. In the event that the SCBA is subjected to extensive damage beyond normal wear and tear, and part or all needs to be replaced prior to the anticipated five year service life, such replacement shall be paid on the basis of 50 percent (50%) by the COUNTY and 50 percent (50%) by the AGENCY. The COUNTY shall reimburse the AGENCY 25 percent (25%) for the cost of SCBAs placed on the COUNTY assigned reserve Medic One vehicles. Reserve vehicle SCBAs are subject to the other requirements of this paragraph using this 25 percent (25%) COUNTY reimbursement formula.
- J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of AGENCY issued clothing, including bunker gear, for each new paramedic hired. The AGENCY shall maintain and replace the issued clothing due to normal wear and tear or 10 years whichever comes first. If the issued clothing ensemble is destroyed or damaged beyond what can be considered normal wear and tear while conducting paramedic services, and requires replacement sooner than normally expected, the COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of such replacements. The COUNTY shall reimburse 100 percent (100%) of the cost of AGENCY required ballistic body armor for personnel under this Contract. The AGENCY agrees to provide protective clothing which meets or exceeds current applicable NFPA, and/or WAC standards.
- K. The COUNTY shall reimburse 80 percent (80%) of the costs of annual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their firefighting personnel. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exams given to a paramedic candidate hired to fill a vacancy.
- L. The COUNTY shall reimburse the AGENCY for laundry expenses directly associated with providing paramedic personnel to meet contractual obligations (i.e., linens, bedding, coveralls). Reimbursement is based on the following formula: The product of total laundry costs multiplied by the ratio of paramedics to operations division personnel multiplied by 80%.
- M. The COUNTY shall reimburse the AGENCY a total of \$14,676.48 annually for fire station building space dedicated to the Medic 4, Medic 4-2, Medic 10, and Medic 10-2 vehicles. Reimbursement is based on the following formula for each unit's footprint and required

setbacks as follows: *392 square feet (22 feet by 8 feet, and 3-foot setbacks on all sides) x \$0.78 per square foot x 4 vehicles x 12 months*. **CPI Escalation Clause:** In March of each year, the COUNTY shall adjust the lease amount for building space and vehicle storage based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region and shall adjust the rate of this Contract retroactive to January 1 of the year. The COUNTY shall notify the AGENCY of the rate change, and the rate modification shall be calculated for each calendar year of this Contract.

- N. The COUNTY shall reimburse the AGENCY \$32,400.00 annually for fire station office space, dorms, ALS supply storage, and communal space (kitchen, bathrooms, living areas, gyms, etc.). This shall encompass the costs associated with maintenance, wear and tear, and all utilities at two (2) fire stations. Reimbursement is based on the following formula: *900 square feet x \$18.00 per square foot x 2 stations per year*. **CPI Escalation Clause:** In March of each year, the COUNTY shall adjust the lease amount for building space and vehicle storage based on the US Bureau of Labor Statistics' CPI-U analysis of the Seattle/Bremerton region and shall adjust the rate of this Contract retroactive to January 1 of the year. The COUNTY shall notify the AGENCY of the rate change, and the rate modification shall be calculated for each calendar year of this Contract.
- O. The COUNTY shall initiate authorization for payment after receipt of the AGENCY'S invoice required in Section IV (C.), Section IV (E.), and Section IV (F.) detailing eligible costs under this Contract and shall make payment to the AGENCY within thirty (30) days thereafter. The AGENCY shall provide appropriate documentation of requested costs.
- P. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's mandatory monthly "in-service" lecture/run review, and when required by the Medical Program Director, or Director's designees, to attend trainings, which are in excess of the requirements for recertification through the Washington State Department of Health. (For Example: software training, medical equipment training, remedial education). Additionally, the COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics at the direction of the Medic One Director for required trainings in support of MSO deliverables when said required trainings exceed the negotiated reimbursement.
- Q. The COUNTY shall provide the AGENCY one annual reimbursement of \$20,000.00 per frontline paramedic unit to offset costs associated with managing the Medic 4 and Medic 10 paramedic units in the Medic 4 and Medic 10 paramedic zones. The total annual reimbursement shall be \$40,000.
- R. The COUNTY shall budget \$450,000 annually for paramedic-in-training support. Each of the three (3) EMS/ALS contract agencies shall be allowed two (2) paramedic-in-training positions annually but, by formal agreement between each agency and the COUNTY, an agency may choose to release its annual paramedic-in-training position for use by another EMS/ALS contract agency. The COUNTY shall reimburse the agency incurring

the cost for paramedic-in-training. The AGENCY shall submit the reimbursement claim on standard contract reimbursement forms identifying the approved paramedic-in-training by name. The AGENCY shall formally notify their ALS partner agencies of any unused positions.

The COUNTY shall reimburse the AGENCY \$75,000 fixed payment in two equal installments, one at the beginning and one at completion. If the student is unsuccessful, the second half shall not be reimbursed. To be eligible for the reimbursement, the AGENCY must demonstrate the following:

1. The student is currently employed by the AGENCY; and
2. Is up-to-date on training and is an affiliated Thurston County EMT; and
3. Has undergone an AGENCY designed and MPD approved selection process; and
4. Has successfully gained valid paramedic certification in Washington State; and
5. Has passed the Thurston County Medic One established evaluation process.

Should the AGENCY identify a paramedic candidate that is under contract with another place of employment as a result of an educational agreement, the AGENCY may use up to \$15,000 of their allotted training funds, identified herein, to apply toward the purchase of said paramedic candidate's contract (contract "buyout"). In order to be eligible for this reimbursement, the AGENCY must demonstrate that the candidate has completed items 1, 4, and 5 listed above.

S. If the AGENCY employs more than the allotted paramedics per Medic Unit, the COUNTY shall reimburse the AGENCY the wage differential between assigned position levels and equivalent paramedic step salary for up to two (2) per medic unit. These paramedics are eligible for 100% OT reimbursement for attending in-service and shall be supported through the Washington State Department of Health approved paramedic recertification process for Thurston County.

T.

1. In the event that the AGENCY, or the COUNTY, needs to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited period of time, the allowance for a single paramedic unit with an EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic, extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operation of eight (8) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.
2. It is the expressed preference of the COUNTY that all contracted paramedic units be staffed 24 hours per day with dual-paramedic configuration in accordance with Exhibit A, Section II. In the event unforeseeable circumstances arise as defined by Section IV (T.), this will constitute the agreed upon process for staffing a unit with an EMT/paramedic configuration for a limited timeframe.

- a. The AGENCY will make reasonable efforts to fill the open paramedic position with a Thurston County affiliated paramedic and in accordance with AGENCY labor agreements and/or cooperative interlocal agreements among other agencies who hold an active ALS contract with the COUNTY.
- b. The AGENCY will notify COUNTY prior to the implementation of any alternative staffing models with the Medic Unit affected, the timeframe the alternative model will be utilized, and the reason for alteration. Notification will be made via phone/text/email to the Medic One Office. Lack of contact will not preclude implementation of the alternative staffing model. A follow-up communication will be sent to the Director at the earliest convenient time.
- c. Any EMT/paramedic Medic Unit shall be staffed in the same physical location and is considered a transport-capable unit.
- d. For the purpose of this staffing model, "Thurston County Protocol" within the 2026-2028 ALS Contract shall be defined to include Thurston County Protocols, as well as MPD policies and procedures.

U. The COUNTY shall budget \$75,000 annually for SWAT paramedic salary and benefit support. Each of the three (3) EMS/ALS contract agencies shall be allowed 1 designated SWAT paramedic annually that has been identified by the AGENCY and that has been approved by the Thurston County Sheriff's Office or other SWAT agency and the Thurston County Medical Program Director. The funding per agency shall be limited to \$25,000 annually per designated SWAT paramedic. The AGENCY may choose to release its designated SWAT paramedic position to another ALS contract agency through written notification of the transfer to the COUNTY. A fully executed intergovernmental agreement between the AGENCY and the Thurston County Sheriff's Office is necessary for fund eligibility. The following obligations for the COUNTY and the AGENCY apply:

- 1. The AGENCY agrees to meet and coordinate efforts with the Thurston County Sheriff's Office or other SWAT cooperative, including fully executing an intergovernmental agreement, to ensure an efficient, coordinated, and harmonized response by SWAT in the event of an emergency. Response and training shall follow standard Incident Command System (ICS) in compliance with National Incident Management System (NIMS).
- 2. The COUNTY agrees to pay up to \$25,000 solely for salaries and benefits resulting from training and response for designated SWAT paramedics.
- 3. The COUNTY agrees to provide medical equipment as defined in the Contract.

V. The COUNTY agrees to provide coordination with AGENCY personnel and instructors/evaluators regarding lesson planning, content creation (when necessary), scheduling, written exam creation and identification of a physical location for up to two ALS Academies per year.

The ALS Academies shall be staffed with a combination of AGENCY personnel, COUNTY personnel, and subject matter experts. The AGENCY agrees to provide MPD-approved paramedic instructors and evaluators necessary for ALS Academy. The County shall provide the Agency no less than 30 days advance notice of the number of instructors and evaluators that are necessary for each Academy. AGENCY personnel costs shall be eligible for 100% reimbursement, up to an aggregate maximum of \$40,000 per ALS Academy.

All participants in the ALS Academy shall be employees of the AGENCY and shall be certified and meet the requirements described in Exhibit A, Section II (A.1.) on commencement of the ALS Academy. The COUNTY shall affiliate all ALS Academy attendees with Thurston County prior to the commencement of the ALS Academy.

The COUNTY agrees to pay the salaries and benefits described in Section IV of this Contract throughout the entirety of the ALS Academy. Paramedics shall receive written notification that the ALS Academy is a condition of employment by the AGENCY when granted a conditional offer. This condition of employment shall be submitted to the COUNTY prior to reimbursement to the AGENCY for the ALS Academy and associated salaries and benefits of paramedic participants. Should an attendee be terminated prior to the successful completion of the ALS Academy, the COUNTY shall cease reimbursement on the final day of ALS Academy attendance.

Successful completion of the ALS Academy shall be determined by the MPD for Thurston County and in partnership between the COUNTY and the AGENCY.

Fire Academy: Upon successful completion of the ALS Academy, the COUNTY shall continue to reimburse salaries and benefits listed in Section IV until the commencement of the attendee's fire academy, should fire academy be necessary. The AGENCY shall not be reimbursed for a paramedic's salaries and benefits during the time they are enrolled in fire academy. This period shall be defined from the first day of fire academy until the first day that the paramedic returns to the AGENCY's paramedic staffing configuration following completion of the fire academy.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for at least six (6) years after its expiration. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

VI. STANDARDS FOR PARAMEDIC TRAINING

The AGENCY shall require each paramedic operating a COUNTY vehicle to be trained as prescribed in WAC 246-976. The AGENCY shall, upon completion of the initial training and renewal every three years, thereafter, provide the COUNTY documentation that each paramedic is in compliance with the aforementioned training standard.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.
- C. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the COUNTY.

VIII. FUTURE SUPPORT

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract. All compensation methods and formulas shall be reviewed for appropriateness each contract period.

It is the expressed desire of the AGENCY to assure that the basic compensation formula Section IV (B.) and any other methods and formulas in general, shall be made a part of any future contract negotiations. The AGENCY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract.

IX. COMPLIANCE WITH LAWS

The parties, in performance of this Contract, agree to comply with all applicable local, State and Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

In addition, should the AGENCY willfully violate Washington State regulations, and Medical Program Director directives, surrounding the credentialing and onboarding of paramedics, the AGENCY forfeits all applicable compensation defined in Section IV for a period of one month for the offending employee and the supervising paramedic. This does not preclude the AGENCY from supporting observational-only rides throughout the onboarding process.

X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

XI. RELATIONSHIP OF PARTIES

- A. The parties agree that an independent contractor relationship is created by this Contract. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.
- B. The COUNTY shall not exercise control and direction over the work of the AGENCY and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.
- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY
c/o MEDIC ONE ADMINISTRATOR
THURSTON COUNTY MEDIC ONE
2703 PACIFIC AVE SE, SUITE C
OLYMPIA, WA 98501

CITY OF OLYMPIA
c/o FIRE CHIEF
POST OFFICE BOX 1967
OLYMPIA, WA 98507-1967

E. In the event that the COUNTY the AGENCY reach an impasse regarding a material portion of this Contract, the COUNTY and the AGENCY may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third-party entity shall be mutually agreed upon by the parties prior to engagement of the neutral third-party entity. Further, the parties shall agree to the purpose for which the neutral third-party entity shall be engaged and said purpose shall be reduced to writing and signed by the parties. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third-party fact-finding services and recommendation shall be borne equally by the parties.

XII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

XIII. INDEMNIFICATION; HOLD HARMLESS

A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.

B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.

C. In the event that a claim and/or lawsuit is brought against a party to this Contract, or against any party's officers, officials or employees for actions arising out of their conduct

in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

XIV. INSURANCE

- A. The COUNTY shall for the duration of this CONTRACT, self-insure or provide insurance coverage for vehicle damage to all vehicles provided under Section I (C.1.) of this Contract.
- B. The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expenses as it pertains to COUNTY-provided Medic Units and AGENCY-provided paramedic personnel as stipulated herein:
 1. Professional Legal Liability:
The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the AGENCY'S services as defined by this Contract including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Contract.
 2. Commercial General Liability:
The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Contract or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
 3. Business Automobile Liability:
The AGENCY shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$2,000,000.00 each accident combined bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
 4. Worker's Compensation:

The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.

5. Verification of Coverage and Acceptability of Insurers:

The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance contract shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

(a) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Thurston County Department of Human Resources
Attn: Thurston County Risk Manager
2000 Lakeridge Drive SW
Olympia, Washington 98502-6045

(b) The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Office.

(c) The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

(d) The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having AM. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

6. Other Insurance Provisions:

(a) The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.

- (b) Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
- (c) The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (d) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (e) The AGENCY shall meet all of the insurance requirements in Sections 5. and 6. by its participation as a member of the Washington Cities Insurance Authority, which includes contractual liability coverage.

7. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of medical malpractice insurance premiums.
8. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of general and auto liability insurance premiums associated with this Contract.
9. The Agency shall submit to the Thurston County Medic One office an invoice, no later than November 1st, for reimbursement of the cost of insurance as described in Section XIV (B.1.) and Section XIV (B.2.) and Section XIV (B.3.) The AGENCY shall provide documentation with the invoice that supports the amount invoiced.

C. In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in Section XIV (B), by proof of coverage afforded by the Washington Cities Insurance Authority (WCIA).

XV. TREATMENT OF ASSETS

- A. Title to all property furnished by the COUNTY shall remain in the name of the COUNTY.
- B. Title to all nonexpendable personal property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the COUNTY.

C.1. The COUNTY shall be responsible for any loss or damage to property of the COUNTY incurred in the performance of the Contract which results from:

- (a) Normal wear and tear;
- (b) Road hazards not reasonably foreseeable;
- (c) As among the parties to this Contract, the negligence of a person not a party to this Contract;
- (d) Theft and vandalism.

C.2. Any other loss or damage to property of the COUNTY incurred in the performance of this Contract shall be borne in the following manner:

- (a) The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
- (b) The COUNTY shall be responsible for the remainder.

C.3. The AGENCY shall be responsible for any loss or damage to property of the COUNTY when such loss or damage results from:

- (a) Willful misconduct or negligence on the part of the AGENCY or its employees.
- (b) Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Contract.
- (c) Vendor warranties do not cover the cost of the damage due to misconduct or negligence as determined by the vendor.

D. Upon the happening of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, whether or not covered by Section XV (C.1.-C.3.) of this Contract, the AGENCY shall take all reasonable steps to notify the Medic One Administrator, of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.

E. The AGENCY shall surrender to the COUNTY all property of the COUNTY within fifteen (15) days after rescission, termination or completion of this Contract unless another date for surrender of said property is mutually agreed upon by the parties.

XVI. SUSPENSION, TERMINATION AND CLOSE-OUT

If either the AGENCY, or the COUNTY, fails to comply with the terms and conditions of this Contract, each may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

A. Suspension: If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written notice of intent to suspend the Contract and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) days following written notification of suspension to the

AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended and shall specify the effective date of the end of such suspension.

B. Termination for Cause by County: If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination and shall set forth the reasons for termination. The COUNTY shall not give less than 60 days' notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XVI (A.).

C. Termination for Cause by Agency: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.

D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:

1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated.
2. By either party with the mutual consent of the other party, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if

the anticipated sources of revenue do not become available for use in purchasing said services. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:

1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed.
3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
4. In the event a financial audit has not been performed prior to close out of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

XVII. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington or either of the two nearest judicial districts pursuant to RCW 36.01.050.

XVIII. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XIX. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

DATED: _____

DATED: 12/04/2025

CITY OF OLYMPIA

THURSTON COUNTY EMERGENCY SERVICES

CITY MANAGER, Steven J. Burney

Ben Miller-Todd
DIRECTOR, Ben Miller-Todd

ATTEST:

JON TUNHEIM
PROSECUTING ATTORNEY

CITY CLERK

Karen Horowitz
By: Karen Horowitz, Deputy Prosecuting Attorney

APPROVED AS TO FORM:
ATTORNEY CITY OF OLYMPIA

tjartson
By: Deputy City Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 5", "Medic 8", and "Medic 14." The normal paramedic service area will be the areas known as the "Medic 5 Tumwater" zone, "Medic 8 Tumwater zone", and "Medic 14" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 5 (Station T-1), Medic 8 (Station T-2), and Medic 14 (Station 1-1) zones. The COUNTY is required to notify the AGENCY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system and Medic Units will be considered a COUNTY resource for response and coordination purposes.

II. SERVICES

- A. The AGENCY shall provide six (6) Thurston County approved and Washington State certified "Physician's Trained Advanced Emergency Medical Technician and Paramedic" or "Paramedic" to staff three (3) ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day seven (7) days a week except as provided in Section IV (U.) of the Contract. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.
 1. The requirements for a "Physician's Trained Advanced Emergency Medical Technician and Paramedic" or "Paramedic" are defined under RCW 18.71.205 and Chapter 246-976 WAC.
 2. The requirements for an equipped ambulance are defined under Chapter 18.73 RCW and Chapter 246-976 WAC.
 3. The authority of the State designated supervising physician is defined under RCW 18.71.205 and Chapter 246-976 WAC.
- B. The AGENCY and the COUNTY are responsible for supplies, purchasing and ambulance maintenance as follows:
 1. The AGENCY shall purchase fuel, oil and other vehicle supplies for any vehicles provided under Section I (C.1-C.4.) of this Contract. The AGENCY shall either be reimbursed by the COUNTY or forward bills to the COUNTY for payment directly from the Supplier; depending on the convenience of the COUNTY.
 2. The AGENCY shall maintain records of fuel consumption.
 3. AGENCY shall accomplish or coordinate routine maintenance which is servicing of such vehicles of at least minimum level of the written specifications as provided by the manufacturer of the vehicle and shall coordinate with the COUNTY'S EVT (Emergency Vehicle Technician) contracted maintenance

AGENCY to provide said maintenance. Reimbursement shall only be for services provided by other than paramedic personnel. The COUNTY'S maintenance provider shall be the COUNTY'S designated EVT maintenance agency or a mutually acceptable alternative. Daily, weekly, and/or monthly inspections shall be completed according to AGENCY policy and made available to the COUNTY upon request.

4. The AGENCY shall coordinate repairs and maintenance of such vehicles other than routine as needed. Such services shall be coordinated with the COUNTY and the COUNTY shall be notified and must approve in advance, except under emergency conditions, any repair expected to exceed \$1,000.00. Request for payment shall be submitted to the COUNTY in a timely manner, not to exceed sixty (60) days after completion of work.
5. A thirty (30) day level of pharmaceuticals will be posted and issued annually based on the previous year's utilization by the AGENCY. The ePCR software platform that is provided by the COUNTY to the AGENCY will be utilized to ascertain the pharmaceutical stocking levels necessary.

Additionally, the COUNTY will define stocking levels for medical supplies, equipment, and pharmaceuticals in all county-owned apparatus through an advisory body made up of AGENCY MSOs from ALS contracting agencies.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY TO COOPERATE IN
PROVIDING EMERGENCY MEDICAL SERVICES FOR THE TERM 2026-2028**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the CITY has the requisite level of quality and training to perform emergency medical services requiring specialized skills and other supportive capabilities; and

WHEREAS, the CITY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in the Interlocal Agreement; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the COUNTY has certain equipment to use in providing such services; and

WHEREAS, the CITY and COUNTY agree to cooperate to provide emergency medical services as set forth by Interlocal Agreement;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Thurston County for Emergency Medical Services under the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SENIOR DEPUTY CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LEASE
AGREEMENT BETWEEN THE CITY OF OLYMPIA AND GREAT INDIA CUISINE, INC., FOR CITY PROPERTY
AT 116 4TH AVENUE WEST IN THE CITY OF OLYMPIA**

WHEREAS, in December 2018, the City of Olympia acquired title to the real property located at 116 4th Avenue West, where Great India Cuisine, Inc. was operating a restaurant under a lease set to expire in February 2019; and

WHEREAS, Great India Cuisine had an option to extend its lease for a five-year term, but allowed the lease to lapse in February, 2019, without exercising the option. However, the City allowed the restaurant to continue operating while evaluating future use of the site, and a new three-year lease was executed in April 2019; and

WHEREAS, on November 22, 2022, the Olympia City Council approved a two-year Lease renewal and extension and granted the City Manager authority, through Resolution No. 2393, to execute up to four additional six-month extensions. Extensions #1 through #4 were executed between January 2024 and July 2025; and

WHEREAS, Extension #4 is set to expire on January 31, 2026, requiring Council approval for any further continuation of the Lease with Great India Cuisine, Inc. for continued use of the City-owned property, under the terms and conditions included in the attached Lease Agreement, which states an approved one-year lease with up to four additional six-month extensions. The lease sets rent at \$1,815 per month, maintaining the same rent cost as previous leases; and

WHEREAS, the Lease Agreement shall not be extended past December 31, 2028, without additional authorization of the Olympia City Council at an open public business meeting; and

WHEREAS, the Council considers it to be in the best interests of the residents of the City of Olympia to approve the Lease Agreement with Great India Cuisine, Inc., ensuring an uninterrupted tenancy while the City evaluates long-term plans for the site;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the form of the new Lease Agreement between the City of Olympia and Great India Cuisine, Inc. for the City owned premises at 116 4th Avenue West in the City of Olympia, and the terms and conditions contained therein.
2. The City Manager or designee is authorized and directed to execute on behalf of the City of Olympia the Lease Agreement and any other documents necessary to execute said Lease Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Lease Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY