



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

---

**Tuesday, September 18, 2018**

**7:00 PM**

**Council Chambers**

---

**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

- 2.A** [18-0869](#) Special Announcement - Boulevard Road/Morse-Merryman Road Roundabout Project Paving Plan

**Attachments:** [Flyer / Alternate Route Map](#)

- 2.B** [18-0905](#) Special Recognition - Proclamation Recognizing Welcoming Week

**Attachments:** [Proclamation](#)

**3. PUBLIC COMMUNICATION**

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

*During this portion of the meeting, citizens 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 three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.*

*Individual comments are limited to three (3) 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 COMMUNICATION (Optional)**

**4. CONSENT CALENDAR**

*(Items of a Routine Nature)*

- 4.A** [18-0891](#) Approval of September 11, 2018 City Council Meeting Minutes

**Attachments:** [Minutes](#)

- 4.B**     [18-0871](#)     Acceptance of Grant Funding from Washington State Association of Sheriffs and Police Chiefs for the Familiar Faces Program
- Attachments:**   [Program Narrative](#)  
                          [Contract](#)  
                          [Grant Award Letter](#)
- 4.C**     [18-0851](#)     Approval of Antenna Lease Agreement with Sprint Spectrum Limited Partnership at the Bush Water Storage Tank Site
- Attachments:**   [Agreement](#)
- 4.D**     [18-0795](#)     Approval of a Resolution Authorizing the Lease of City-Owned Property Located at 911 Adams Street SE to the Commons at Fertile Ground
- Attachments:**   [Resolution](#)  
                          [Agreement](#)
- 4.E**     [18-0873](#)     Approval of a Resolution Designating the Thurston Regional Planning Council as the Lead Entity for the Water Resources Inventory Area 13
- Attachments:**   [Resolution](#)
- 4.F**     [18-0868](#)     Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County for the Shared Expenses for a Comprehensive Comparable Feasibility Study of Siting a New County Courthouse within Olympia City Limits
- Attachments:**   [Resolution](#)  
                          [Agreement](#)

#### **4. SECOND READINGS (Ordinances)**

- 4.G**     [18-0844](#)     Approval of an Ordinance Adopting Business License Threshold Language and Changes to the “Engaging in Business” Definition
- Attachments:**   [Ordinance](#)

#### **4. FIRST READINGS (Ordinances) - None**

#### **5. PUBLIC HEARING - None**

#### **6. OTHER BUSINESS**

- 6.A**     [18-0863](#)     Briefing on Homeless Response Plan Approach
- 6.B**     [18-0825](#)     Approval of a Funding Plan for Implementing Homeless Response Strategies
- Attachments:**   [Proposed Funding Sources](#)  
                          [9/6/18 Finance Committee Presentation](#)

**7. CONTINUED PUBLIC COMMUNICATION**

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

**8. REPORTS AND REFERRALS****8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS****8.B CITY MANAGER'S REPORT AND REFERRALS****9. 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 Council

### Special Announcement - Boulevard Road/Morse-Merryman Road Roundabout Project Paving Plan

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 2.A  
**File Number:** 18-0869

---

**Type:** information **Version:** 1 **Status:** Recognition

---

#### **Title**

Special Announcement - Boulevard Road/Morse-Merryman Road Roundabout Project Paving Plan

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Announce the Boulevard Road/Morse-Merryman Road Roundabout Project Paving Plan.  
Announcement only. No action requested.

#### **Report**

##### **Issue:**

Whether to announce the upcoming paving operations for the Boulevard Road and Morse-Merryman Road Roundabout Project.

##### **Staff Contact:**

Jim Rioux, Project Manager, Public Works/Engineering, (360.753.8484)

##### **Presenter(s):**

Jim Rioux, Project Manager, Public Works/Engineering, (360.753.8484)

#### **Background and Analysis:**

Lakeside Industries will pave the Boulevard Road and Morse-Merryman Road Roundabout project on Saturday, September 22, and Sunday, September 23. We will need to close the intersection to complete the paving. Weekend paving minimizes the impact on the community by avoiding workweek commuter traffic.

Vehicle access: Residents living within the work area will be restricted from driving their cars into the work zone. We are working with impacted residents to identify staging areas for cars and provide assistance as needed.

Special Needs: We are contacting residents within the work zone to identify any special needs, such



as medical concerns that may require customized solutions.

Bicycles and pedestrians: Flaggers will guide bicycles and pedestrians safely through the work area.

Emergency vehicles: All emergency vehicles will have access at all times.

Ball Field Access: Working with Parks, we informed leagues with scheduled events to access LBA from the east and access Washington Middle School from Cain Rd.

Intercity Transit: IT will re-route their buses to avoid the work area on paving days.

**Attachments:**

Flyer/Alternate Route Map

# ROAD CLOSURE NOTICE



## Boulevard Road – Morse Merryman Roundabout Asphalt Paving

**September 22 & 23, 2018**  
**7:00 am – 6:00 pm**

Paving is weather dependent. If poor weather conditions prevent paving on the weekend of September 22<sup>nd</sup> and 23<sup>rd</sup>, work will be rescheduled for the following weekend.

The streets listed below will be **CLOSED** to through traffic:

- Boulevard Rd. from 31<sup>st</sup> Ct. to 36<sup>th</sup> Ave.
- Morse-Merryman Rd. from Van Epps St. to Boulevard Rd.

The streets listed below will be **LOCAL ACCESS ONLY**:

- Boulevard Rd. from 22<sup>nd</sup> Ave. to 31<sup>st</sup> Ct., access is from the north only
- Boulevard Rd. from 36<sup>th</sup> Ave. to Log Cabin Rd., access is from the south only
- Morse-Merryman Rd. from Wiggins to Van Epps St., access is from the east only

### Potential Impacts

- ➔ **Bicycles and pedestrians:** Flaggers will guide bicycles and pedestrians safely through the work area.
- ➔ **Emergency vehicles:** Will have access at all times.
- ➔ **Intercity Transit:** Will re-route their buses to avoid the work area on paving days.

### For More Information

Jim Rioux, Project Manager, 360.753.8484, [jrioux@ci.olympia.wa.us](mailto:jrioux@ci.olympia.wa.us)

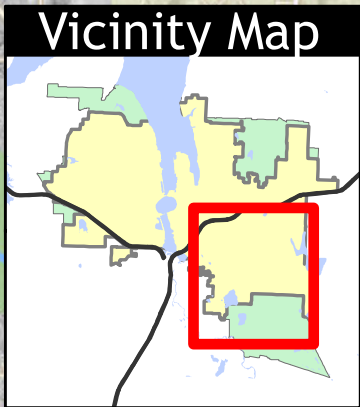
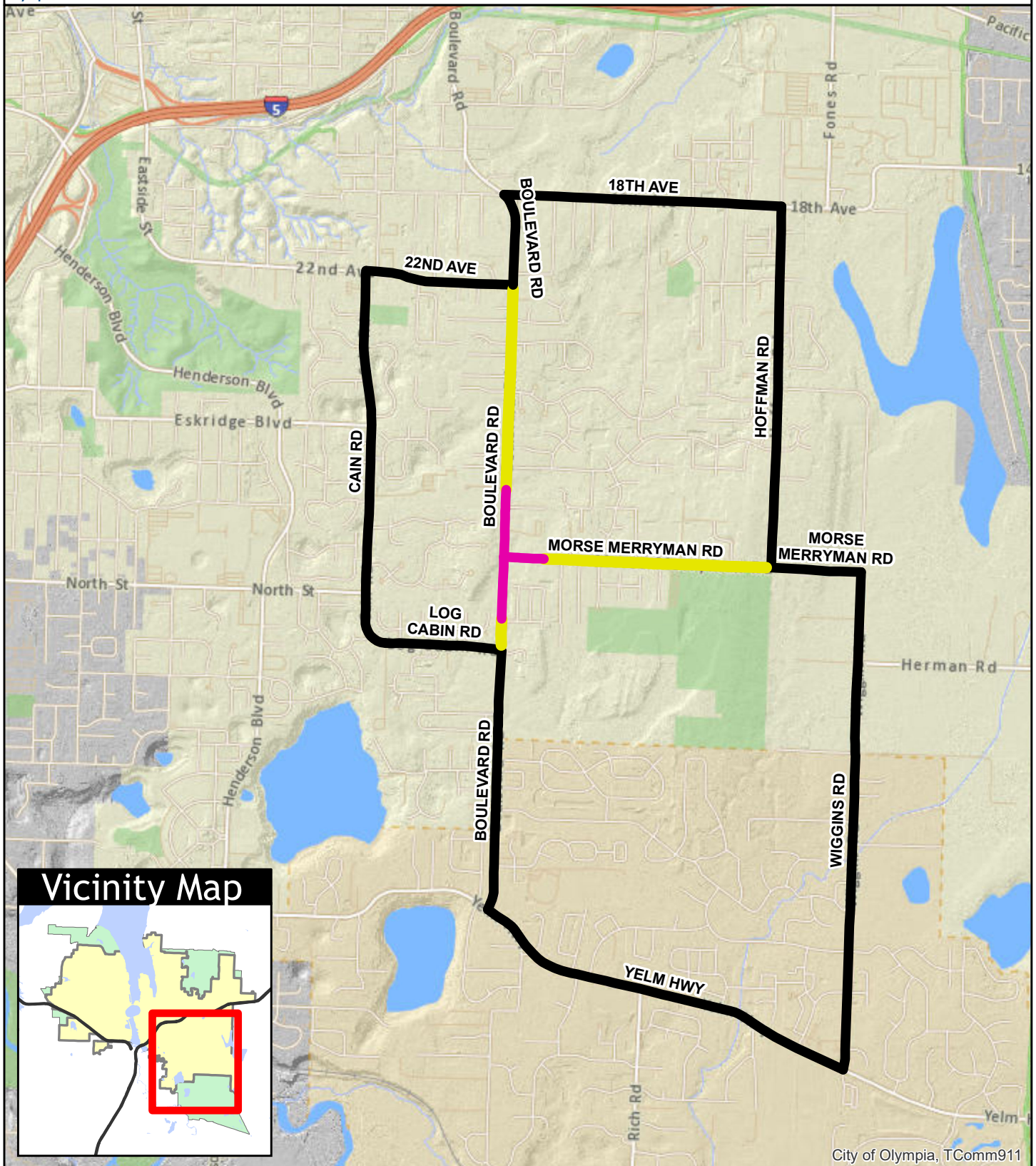
Brenda Stocker, DCCS, 360.753.8351, [bstocker@ci.olympia.wa.us](mailto:bstocker@ci.olympia.wa.us)

🐦 For live alerts and updates, follow this project on Twitter [@OlyProjects](https://twitter.com/OlyProjects) #BlvdMMRAB



# Boulevard - Morse-Merryman Roundabout




## Alternate Streets



0 0.2 0.4 Miles 1 inch = 2,000 feet

Map printed 8/22/2018  
 For more information, please contact:  
 Jim Rioux, Project Manager  
 jrioux@ci.olympia.wa.us  
 (360) 753-8484.

### Alternate Streets

-  Road Closed
-  Local Access Only
-  Alternate Streets

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





## City Council

### Special Recognition - Proclamation Recognizing Welcoming Week

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 2.B  
**File Number:** 18-0905

---

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

---

**Title**

Special Recognition - Proclamation Recognizing Welcoming Week

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Proclaim September 14 - 23 as Welcoming Week in the City of Olympia.

**Report**

**Issue:**

Whether to proclaim September 14 - 23 as Welcoming Week in the City of Olympia.

**Staff Contact:**

Jay Burney, Assistant City Manager, (360) 753-8740

**Presenter(s):**

City Council

**Background and Analysis:**

Welcoming Week, which takes place each year in September, celebrates communities that fully embrace new Americans and their contributions to the social fabric of our country. It's a chance for neighbors to get to know one another and celebrate what unites us as a community.

**Attachments:**

Proclamation

**PROCLAMATION**

*WHEREAS, the City of Olympia's success depends on making sure that all residents feel welcome here; and*

*WHEREAS, today, new residents are a vital part of our community, bringing fresh perspectives and new ideas, starting businesses and contributing to the vibrant diversity that we all value; and*

*WHEREAS, this week we join with the South Sound YMCA to honor the spirit of unity that is bringing neighbors together across the community; and*

*WHEREAS, during welcoming week, we invite all residents of our community to join this movement of communities nationwide by renewing our commitment to our core American values by taking action in the spirit of welcoming; and*

*WHEREAS, by working together, we can achieve greater prosperity and make our community the kind of place where diverse people from around the world feel valued and want to put down roots; and*

*WHEREAS, regardless of where we are born or what we look like, we are Olympians, united in our efforts to build a stronger community. By recognizing the contributions that we all make to create a vibrant culture and a growing economy, we make our community more prosperous and more inclusive to all who call it home; and*

*WHEREAS, we all need to come together to build communities where every resident has the opportunity to contribute at his or her best; and*

*NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim the week of September 14 – September 23, 2018 as*

**WELCOMING WEEK**

*in the City of Olympia and call upon all citizens to join together a build stronger community across Olympia.*

*SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 18<sup>th</sup> DAY OF SEPTEMBER 2018.*

*Cheryl Selby  
Mayor*



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

## City Council

### Approval of September 11, 2018 City Council Meeting Minutes

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 4.A  
**File Number:** 18-0891

---

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

---

**Title**

Approval of September 11, 2018 City Council Meeting Minutes





# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

---

**Tuesday, September 11, 2018**

**7:00 PM**

**Council Chambers**

---

**1. ROLL CALL**

**Present:** 7 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Lisa Parshley and Councilmember Renata Rollins

**1.A ANNOUNCEMENTS - None**

**1.B APPROVAL OF AGENDA**

The agenda was approved.

**2. SPECIAL RECOGNITION - None**

**3. PUBLIC COMMUNICATION**

The following people spoke: Denise Pantelis, Jim Keogh, Talawana Reed, Cheryl Williams, Loretta Seppanen, Dani Madrone, Sharon Taubel, Ryan Pelletier, Courtney Butcher, Caroline Cox, Bradley Andrews, Paul Knox, Chris van Daalen, and Dylan Carlson.

**COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)**

**4. CONSENT CALENDAR**

**4.A** [18-0849](#) Approval of August 21, 2018 Study Session Meeting Minutes

**The minutes were adopted.**

**4.B** [18-0848](#) Approval of August 21, 2018 City Council Meeting Minutes

**The minutes were adopted.**

**4.C** [18-0769](#) Approval of a Resolution Authorizing Interagency Agreement between the Washington Department of Ecology and the City for Washington Conservation Corp (WCC) Services

**The contract was adopted.**

- 4.D [18-0850](#) Approval of a Resolution Authorizing Application for a Downtown Creative District through the Washington State Arts Commission

**The resolution was adopted.**

- 4.E [18-0827](#) Approval of Additional Community Planning and Development Geographic Information Specialist (GIS) Position

**The decision was adopted.**

- 4.F [18-0838](#) Approval of Annual Comprehensive Plan Amendment Schedule for 2019

**The decision was adopted.**

#### **4. SECOND READINGS (Ordinances)**

- 4.G [18-0792](#) Approval of an Ordinance Appropriating Funds for Woodruff Sprayground, Park Land Acquisition and Percival Landing Bulkhead Replacement

**The ordinance was adopted on second reading.**

- 4.H [18-0794](#) Approval to Amend Ordinance 7153 to Create a Capital Fund for Monies Collected from the Home Fund Sales Tax

**The ordinance was adopted on second reading.**

#### **4. FIRST READINGS (Ordinances)**

- 4.J [18-0844](#) Approval of an Ordinance Adopting Business License Threshold Language and Changes to the "Engaging in Business" Definition

**The ordinance was approved on first reading and moved to second reading.**

#### **Approval of the Consent Agenda**

**Councilmember Bateman moved, seconded by Councilmember Parshley, to adopt the Consent Calendar. The motion carried by the following vote:**

**Aye:** 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

#### **PULLED FROM CONSENT CALENDAR**

- 4.I [18-0841](#) Approval of an Ordinance Amending Olympia Municipal Code to Establish Advisory Board and Commission Term Limits

Councilmember Cooper suggested postponing action on this item until after the Council



Retreat in January where it can be discussed further.

**The ordinance was postponed.**

**5. PUBLIC HEARING - None**

**6. OTHER BUSINESS**

**6.A [18-0836](#) Consideration of an Ordinance Related to Missing Middle Housing**

Deputy Director of Community Planning & Development Leonard Bauer described the Planning & Development Process for developing regulations. He noted as the City carries out the Comprehensive Plan, there is a need to balance and align these and other Comprehensive Plan goals and policies, e.g. transportation corridors, urban/neighborhood villages, neighborhood centers, economic development, utilities, Capital Facility Plan etc.

Mr. Bauer noted for each Missing Middle housing type the work group analyzed if a change in approach for each type against three criteria; affordability, variety of housing types and ability to accommodate future growth.

Mr. Bauer shared the definition of Missing Middle housing; "a range of multi-unit or clustered housing types compatible in scale with single-family homes."

Councilmembers asked clarifying questions.

Councilmembers reviewed each Missing Middle housing recommendation to determine where they individually stand on each, identifying items that need further clarification or discussion.

After discussing each recommendation, the Council determined several items that needed further consideration, research and discussion. The following items have been referred to the September 20, 2018 Land Use & Environment Committee for additional vetting before returning to the Council for consideration:

- Develop a clear definition of what is considered available and adequate on street parking.
- The allowance of the R 4-8 zoning district when within 600 feet of transit routes or commercial zoning versus allowing R 4-8 zoning district when within 300 feet of transit routes or commercial zoning.
- Determine the maximum number of units allowed in a single townhouse building and discuss the process if greater than four units.

The following recommendations were removed:

- Decrease maximum cottage size from 1,600 sq. ft to 1,250 sq. ft.
- Limit single Room Occupancies in R 6-12 zoning district.

The discussion was completed.

## 7. CONTINUED PUBLIC COMMUNICATION

The following people spoke: Jeff Booth, Judy Bardin, John Tobin, Walt Jorgensen, Olivia Hart, Robert Bruce, Terry Ballard, Tye Gundel, and Carl Kagy.

### COUNCIL RESPONSE TO PUBLIC COMMUNICATION

**Councilmember Rollins moved, seconded by Councilmember Gilman, to amend OMC**

**9.16.180 Pedestrian Interference, retaining all sections prohibiting obstruction of pedestrian traffic, but removing clause “C” which completely bans sitting or lying on the sidewalk downtown between 7am-midnight, regardless of whether a person sitting or lying is not obstructing pedestrian traffic. The motion failed by a two-five vote.**

Councilmember Cooper noted this should topic should be discussed after further review of the recent 9th Circuit Court ruling related to homelessness in Boise, Idaho.

Mayor Pro Tem Jones and Councilmember Parshley asked for the item to be discussed further at the General Government Committee. Councilmember Rollins will bring forward a referral to the General Government Committee during a future City Council meeting.

**Councilmember Rollins moved for the City Council to direct the City Manager to designate City owned property to allow persons to temporarily camp in connection with a public health emergency, as part of the Street Strategy the Council committed to developing with social service partners. Such designated locations would be serviced by appropriate public health/sanitation facilities and be available for community partners to help organize, such as faith communities and outreach workers. The motion failed without a second.**

Councilmember Cooper noted this topic should be covered during homelessness emergency response planning discussions.

Councilmember Parshley shared a referral to the Land Use & Environment Committee related to developing a plan to provide metrics regarding the growth of the City. Councilmember Gilman noted a discussion at the Land Use & Environment Committee can help define the request.

## 8. REPORTS AND REFERRALS

### 8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

There were no reports.

**8.B CITY MANAGER'S REPORT AND REFERRALS**

There were no reports.

**9. CLOSED SESSION**

**9.A** [18-0856](#) Closed Session Pursuant to RCW 42.30.140 (4)(b) - Labor Negotiations

**The closed session was not needed.**

**9. ADJOURNMENT**

The meeting adjourned at 11:06 p.m.



## City Council

### Acceptance of Grant Funding from Washington State Association of Sheriffs and Police Chiefs for the Familiar Faces Program

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 4.B  
**File Number:** 18-0871

---

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

---

#### **Title**

Acceptance of Grant Funding from Washington State Association of Sheriffs and Police Chiefs for the Familiar Faces Program

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to accept grant funding from Washington State Association of Sheriffs and Police Chiefs (WASPC) for the Olympia Police Department (OPD) Familiar Faces Program.

#### **Report**

##### **Issue:**

Whether to accept grant funding from WASPC for the OPD Familiar Faces Program.

##### **Staff Contact:**

Chandra Brady, Support Administrator, Olympia Police Department, 360.753.8214

##### **Presenter(s):**

None - Consent Calendar Item

#### **Background and Analysis:**

In the 2018 Legislative Session, the Legislature created the Mental Health Field Response Teams Program and appropriated \$1 million for grants and operation of the program in the 2018 Supplemental Operating Budget for the fiscal year (July 1, 2018 through June 30, 2019). WASPC was tasked with developing and operating the grant program.

The OPD Familiar Faces program will partner with Catholic Community Services to employ certified Peer Navigators. The Peer Navigators will work closely with OPD Walking Patrol, OPD Crisis Response Team, City of Olympia Downtown Ambassadors, housing coordinators, medical and mental health providers, and area social service providers to identify the current top ten familiar faces

using services downtown. The program will help connect those individuals with behavioral health issues to treatment with the primary goals diversion and reduced incarceration time.

**Neighborhood/Community Interests (if known):**

Partner with peer counselors to support work in the downtown core related to mental health care, homelessness, and crisis response.

**Options:**

1. Accept the grant: the program is fully funded by the WASPC grant
2. Modify the grant: the WASPC grant was approved for the OPD Familiar Faces program and would not be awarded to City for a modified program
3. Do not accept the grant: the funding would be returned to WASPC for awarding to another police agency and the OPD Familiar Faces program would not move forward

**Financial Impact:**

The grant will provide funds in the amount of \$102,613.61 for this program.

**Attachments:**

Program Narrative

Contract

Award Letter

# Olympia Police Department

## Familiar Faces Grant Narrative

### Project Description

The Olympia Police Department (OPD) and Catholic Community Services (CCS) of Olympia are collaborating on a Mental Health Field Response Team Program that will focus on a Familiar Faces program for Downtown Olympia. “Familiar Faces” for the purposes of this grant application is to be defined as individuals in our community with complex health and behavioral problems and frequent and persistent contact with OPD Walking Patrol, OPD Crisis Response Team, Downtown Ambassadors, and other City staff.

On a daily basis, the OPD Walking Patrol officers lay witness to Familiar Faces community members experiencing personal crisis, which often becomes a public crisis because of the severity of their behavioral health conditions. OPD and CCS recognize the complexity of needs presented by Familiar Faces community members and acknowledge that more effective, intentional interventions are required.

By engaging a smaller number of individuals with intensive, intentional, coordinated wrap-around care, OPD and CCS will make a noticeable impact on the lives of our Familiar Faces community members and create a Downtown environment that is safe, healthy and vibrant for all who live, visit and work in Downtown Olympia. Peer Navigators will each carry a case-load of 10 participants at a time, cycling in new participants as others graduate out of the program. Peer Navigators share their lived experience with individuals to create supportive relationships based on trust and respect in an effort to increase empowerment and hope, improve personal success, provide opportunity for integration into the community, build linkages to needed community resources and begin to establish natural community supports.

Familiar Faces community members will be identified using composite information from OPD Walking Patrol, City staff, and Vulnerable Index scores. The Vulnerability Index is a survey used in Olympia and analysis methodology for identifying and prioritizing the street homeless population for housing according to the fragility of their health.

The OPD and CCS Familiar Faces Program intends to deploy a cross-system approach and remove barriers to effective interventions by deploying purposeful interventions facilitated by CCS Peer Navigators.

Working in collaboration with the OPD Walking Patrol, CCS Peer Navigators will be able to address the specific and complex needs of the City’s Familiar Faces such as:

- concrete supports (housing, employment, primary health care or legal services)

- connections to information and referrals to community resources that support health and wellness
- connections to recovery community supports, activities, and events

The partnership between OPD and CCS on this collaborative effort bridges the relationships and community knowledge of OPD Walking Patrol officers with the outreach and mental health services of CCS. We know that such a program will not only benefit OPD officers, but make long-lasting steadfast benefits to Olympia’s Familiar Faces community members. The goal of this grant application is to make Olympia a safe, healthy and vibrant community for all.

The 2018 Legislature passed HB 2892.SL and created avenues of funding and support to assist local law enforcement agencies to establish and expand mental health field capabilities. Addressing community members in mental health and behavioral health crisis has been a critical need for OPD officers. The City of Olympia passed a Public Safety Levy in November of 2017, which provides funding for OPD Walking Patrol, Crisis Response Team and Neighborhood Liaison Officers and Community Court. Additionally, the City recently hired a Homeless Outreach Response Coordinator to help address the City’s growing number of unsheltered community members and street dependent citizens. Additionally, the City of Olympia passed the Home Fund in February, 2018 funding long-term supportive housing. With the addition of Peer Navigators working with Familiar Faces, OPD is in a position to have a real impact on homelessness and mental illness because of the combined efforts, funds and focus the City is leveraging around these issues.

As a result of the relationships that OPD Walking Patrol Officers have with the City’s Familiar Faces community members, law enforcement often understands better than most when an individual is starting to decompensate, their good days and bad days, activities and history. OPD has seen firsthand the power an officer can have in turning the ship for individuals. Replicating that is our goal with the Familiar Faces Program.

**Success Story #1, from Downtown Ambassador, Katherine Tahrn**

*The Downtown Ambassador Program is a program run by the City of Olympia with the mission of keeping downtown Olympia safe and welcoming for all.*

*As a Downtown Ambassador I’ve recently had the privilege of working with a member of the homeless community to connect them with services, family and a home. None of this would have been possible without the combined efforts of social services providers and the Olympia Police Department.*

*John Doe was well known in the downtown community for his big personality and his disruptive behavior. Homeless in downtown for 13 years John actively battled addiction, mental health issues and abusive relationships. He had attempted suicide multiple times, all in full view of the public. The most notable was when he hung himself from a tree and was rescued by an Olympia Police Officer.*

*By the Spring of 2018 John had used all the services available to him and was running out of options. When an Olympia Police Officer caught John defecating in an alley John was detained and transported to Western State Hospital.*

*It was exactly what John needed. When he was released he immediately reached out to myself and my partner. He was happy OPD had detained him since he had gotten sober and received mental health treatment. During his detainment he had reached out to his son who was willing to take him back under the condition John stayed sober.*

*It was key to get John on a train to his son as fast as possible since it was not safe for John to sleep outside. Working as a team we were able to coordinate with an Olympia Police Officer to get a booking photo and arrest information which the train station accepted as ID. The officer was extremely helpful going out of his way to help John get in a stable home with his family.*

*It only took three days to get John on a train to his family. Now instead of getting beat up, digging in trash for food and begging for drugs John is spending time with his grandchildren and fishing catfish.*

*On behalf of John and the Downtown Ambassador team we want to thank Olympia Police Department for their crucial role in helping John finally live his life.*

The focus area for the Familiar Faces program will be “Downtown Olympia” which is roughly the Farmer’s Market to 8<sup>th</sup> Avenue and Simmons Street to Plum Street. The OPD Walking Patrol focuses on crimes and behaviors such as trespass, camping, loitering, narcotics, disorderly conduct and mental illness. Walking Patrol Officers spend 90% of their time on foot or bike and are very focused on being visible and connecting with as many people and businesses as possible. The team works diligently to build relationships with community members and businesses, to be available and accessible, and are not pulled away from the Downtown area for regular patrol radio traffic.

OPD Walking Patrol Officers work 7 days a week, split into two shifts. Current hours are:

- Day Shift: 7 days a week, 7:00AM – 5:00PM
- Swing Shift: Wednesday and Thursday 1:00PM – 11:00PM and Friday and Saturday 4:30PM – 2:30AM

Funded by the Public Safety Levy, the OPD Crisis Response Team will be a mobile, high-functioning team capable of providing emergency mental health and substance use disorder services to Olympia community members experiencing crisis. The OPD Crisis Response Team will be staffed by mental health, substance use disorder professionals and other non-



emergency medical staff. The OPD Crisis Response Team model is based in part on the CAHOOTS Program in Eugene, Oregon <http://whitebirdclinic.org/cahoots/>

The Familiar Faces Program will reduce the number of calls to dispatch, calls and email complaints to City staff and limit contacts with Downtown Ambassadors, Clean Team and other City staff addressing the impact of Familiar Faces community members on Downtown Olympia. All City staff and partners will know who is enrolled in Familiar Faces Program – including jail staff, all OPD officers, and dispatch.

At any given time, the Familiar Faces program will serve 15-20 of the most vulnerable individuals in Downtown Olympia who are most resistant to services and resources and have the largest impact on the community's perceptions and feelings of safety in Downtown Olympia. Throughout the duration of the grant cycle, we could serve upwards of 40 individuals or more depending on the severity of each individual case.

CCS has a proven track record of successfully deploying Peer Navigators to work with individuals suffering from mental illness throughout Washington State. All Peer Navigators will be recognized as Peer Specialists by the Division of Behavioral Health and Resources (DBHR). Extensive cross-training between law enforcement and Peer Navigators will be ongoing to share areas of expertise. Peer Navigators will cross-train with dispatch, Walking Patrol, Crisis Response Team and City staff working Downtown.

Under the joint supervision of the CCS Program Manager (Gabe Ash) and OPD Outreach Services Coordinator (Anne Larsen) the Peer Navigators will provide direct services to the participants in the Familiar Faces Program.

Peer Navigators share their lived experience with individuals to create supportive relationships based on trust and respect in an effort to increase empowerment and hope, improve personal success, provide opportunity for integration into the community, build linkages to needed community resources and begin to establish natural community supports. Peer Navigators meet their clients where they are at, literally and emotionally. Street outreach is a critical component of Peer Navigator success and Peer Navigators work within a Harm Reduction model.

Working with identified chronically homeless individuals who can often be service-resistant, especially those who experience both mental illness and substance abuse, takes incredible tenacity. OPD Walking Patrol Officers and CCS Peer Navigators will gain results that programs can only achieve through trust-building and constant, consistent contact through dedicated outreach. The consistency in OPD Walking Patrol officers making contact with Familiar Faces participants, constant and reliable contact through Peer Navigators and supervisory directions from CCS and OPD program managers will foster a program that allows for lasting results.

Engaging homeless communities can be challenging and requires perseverance. All OPD Walking Patrol officers made the deliberate choice to work in Walking Patrol and understand

that traditional “success” in law enforcement (arrests, clearing calls, etc.) will not be measured in Walking Patrol. Success will be measured in numerous small victories for the Familiar Faces participants such as; recovering from various set-backs, long-term stabilization, reconnection to family and reentry as a thriving community member.

Peer Navigators and OPD Walking Patrol will be dedicated to making dozens of contacts with our Familiar Faces community members before trust is built and lines of communication are open. OPD Walking Patrol Officers understand and are ready to experience resistance from Familiar Faces community members.

The City of Olympia is home to various and competent service providers that offer vital resources such as housing, food stability, non-emergent medical care, employment development and behavioral health resources. Partnerships with these social service providers will be vital to the success for the Familiar Faces participants. This program will allow for the focused and relentless attention that the Peer Navigators, OPD Walking Patrol Officers and City staff can provide to Familiar Faces participants. Peer Navigators will join Familiar Faces participants as they connect and access resources and services. Often the most service resistant individuals need a companion to attend appointments and services with them, the Peer Navigators in the Familiar Faces Program will do that.

For Familiar Faces community members who participate in this program, release of information would be obtained in order to access of their diagnosis from their behavioral health or substance use provider (Behavioral Health Resources, Northwest Resources, Adult Behavioral Health Systems, Telecare, Providence, SeaMar, etc.) if they have one. Peer Navigators are trained to identify possible behavioral health and substance use issues. If behavioral health or substance use issues are identified, the Peer Navigator would help Familiar Faces participants connect to an appropriate provider in order for an assessment and diagnosis to be completed. The program will seek to create and follow a coordinated treatment plan that takes into account other wrap-around services they may already be receiving. If the Familiar Faces participants is not receiving other wrap-around services, this program will help them identify and connect with those services based on their needs.

**Evidence-based Practices Deployed by Familiar Faces Program:**

**Harm Reduction:**

<https://www.hri.global/what-is-harm-reduction>

**Peer Support:**

[https://www.samhsa.gov/sites/default/files/programs\\_campaigns/brss\\_tacs/value-of-peers-2017.pdf](https://www.samhsa.gov/sites/default/files/programs_campaigns/brss_tacs/value-of-peers-2017.pdf)

<http://www.mentalhealthamerica.net/sites/default/files/Evidence%20for%20Peer%20Support%20January%202017.pdf>

**Housing and Recovery through Peer Services (HARPS):**

<https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Fact%20Sheets/HARPS.pdf>

## Project Need

Homelessness is the most significant and urgent issue of public concern facing Olympia. In recent years, Downtown Olympia has seen increased homelessness - specifically, a spike in street homelessness and homeless encampments throughout the City. Although homelessness in itself is not a crime, law enforcement is the often first to be called to respond to concerns and behaviors surrounding homelessness. The City is dedicated to addressing the issue of homelessness and OPD plays an important role in addressing this complicated and growing problem. **City of Olympia Homelessness website:**  
<http://olympiawa.gov/community/homelessness.aspx>

In May of 2018, a survey of OPD staff was conducted asking questions regarding homelessness, mental illness, substance use and poverty. Just over forty percent of OPD officers and staff completed the online survey and the below information captures a snapshot of the information obtained.

- Almost 42% of OPD officers replied that they encountered a high utilizer (Familiar Face) in crisis 15 or more times during a typical work week
- Over 63% indicated the cause of crisis as a combination of mental illness, substance use disorder, poverty and homelessness
- 53% of officers indicated dayshift as the time of day most crisis calls come in
- 63% of officers indicated that 75% of the individuals in crisis are also homeless
- The most immediate need indicated by 60% of officers was mental health counseling.
- Over 77% of officers indicated that 50% or more of individuals in crisis also have a non-emergency medical issue

The latest survey sent out to the City's Parking and Business Improvement Area (PBIA) indicated that out of 92 respondents "Impacts of Homelessness and Street Dependency" (76) and "Customer perceptions of Downtown being unsafe" (70) were the two highest concerns.  
[\(https://www.surveymonkey.com/results/SM-7VPTWM78L/\)](https://www.surveymonkey.com/results/SM-7VPTWM78L/)

OPD Walking Patrol officers are making the consistent contact over-and-over again with the City's homeless and street dependent population, the majority of whom suffer from mental illness, substance use disorder or a combination of the two. A July 2018 article in The Olympian highlights the work of the OPD Walking Patrol: **Article in the Olympia – Managing Olympia's street community is big part of walking patrol officer's job**  
<https://www.theolympian.com/news/local/article214696740.html>

## Project Personnel

### **Olympia Police Department Downtown Walking Patrol**

OPD sergeant and officers working Walking Patrol will be working directly with the Familiar Faces Program. OPD officers assigned to the Walking Patrol specifically requested the position and understand the goals of relationship and trust building within the position. Sgt. Amy King supervises the OPD Walking Patrol and bring over 18 years' experience to the position.

#### OPD Walking Patrol Officers

- Sgt. Amy King
- Officer S. O'Brien
- Officer J. Reisher
- Officer E. Tomisk
- Officer J. Sola
- Officer J. Theis
- Officer P. Hutnik

#### **OPD Crisis Response Team**

- Managed by Anne Larsen, Phase 1 implementation October, 2018

#### **OPD Outreach Services Coordinator**

- As Outreach Services Coordinator for OPD, Anne Larsen (MPA) manages the Crisis Response Team and will manage the Familiar Faces program.

#### **Catholic Community Services**

##### **CCS Program Manager**

- Program Manager, Gabriel Ash (MSW, MHP) is a Mental Health Professional and will provide oversight of the program.

#### **CCS Peer Navigators**

The role of the Peer Navigators will be to work together with Gabe, Anne, and OPD officers to help Familiar Faces clients integrate into the community and build linkages to community resources. Peer Navigators provide non-judgmental and unconditional support to clients and develop customized approaches to fit the client's uniqueness, personality, culture and interest. Peer Navigators utilize motivational interviewing skills to individualize case management plans, connect and guide the clients through supportive services, and transition services to natural and other community supports. At a minimum, Peer Navigators are recognized as a Peer Specialist by DBHR or have the ability to obtain that status within 3 months.

#### **Familiar Faces Partners Group**

##### **Downtown Liaison Manager**

- Mark Rentfrow, manages the Downtown Ambassadors and Clean Team  
<http://olympiawa.gov/community/downtown-olympia/downtown-ambassadors.aspx>

**Downtown Ambassadors:** The Ambassadors provide street outreach, business support and hospitality services to residents, business owners, property owners and visitors to Downtown. The Downtown Ambassadors are recognized Peer Specialists.

- Teal Russell
- Katherine Trahan

**Clean Team:** The Clean Team is responsible for general upkeep, repair, painting, trash pickup (including the over 950 “sharps” that were disposed of in June, 2018) and cleaning in and around public spaces in Downtown Olympia. By default, the Clean Team staff are in constant contact with the City’s Familiar Faces participants, the Downtown Ambassadors and OPD Walking Patrol.

#### **Homeless Outreach Coordinator**

Olympia’s Homeless Response Coordinator, Colin DeForrest is responsible for developing and implementing a homeless response plan for the City.

#### **Economic Development Director**

The Economic Development Director for the City, Mike Reid is responsible for developing and implementing the City’s economic development strategy and creating a positive image for the City.

#### **Downtown Programs Manager**

As Downtown Programs Manager, Amy Buckler, is responsible for all programs Downtown, including Parking, Planning and Development.

### **Partnership and Collaboration**

Through 11 years of providing housing services in Thurston County that began with the opening of Drexel House I, CCS has been able to establish collaborating relationships with many service providers in Olympia and Thurston County. CCS connects Drexel House residents to services including BHR, SeaMar, Interfaith Works, Salvation Army, Veterans Affairs, Thurston County Veterans Assistance Fund and others. In addition, they collaborate with other providers to serve their homeless veterans and permanent supportive housing residents in Thurston County Mental Health Court and Thurston County Veteran’s Court. CCS collaborates with each of these agencies on an individual basis based on the needs of each resident. CCS plans to leverage each of these working relationships to help support the Peer Navigators in their work with the Familiar Faces participants.

The efforts of the CCS Program Manager and Peer Navigators will also be coordinated with additional behavioral health and chemical dependency organizations based on the level of services needed and in support of client choice which allows for greater outcome success.

Community engagement is a key component of the work that OPD officers and staff are involved with. In 2017, OPD officers attended over 300 events and were active members on numerous round-tables, taskforces, and teams. With Sgt. King dedicated to Walking Patrol and Anne Larsen hired as Outreach Services Coordinator, Olympia community meetings regarding issues related to homelessness, mental illness, and substance use, have an OPD representative engaged at every meeting.

## Services

The Peer Navigators will provide connections to supports and services that are desired by each individual Familiar Faces participants based on their client-driven service plan. They will also provide peer support counseling services with an emphasis on housing retention, providing advocacy, teaching symptom-management techniques and coordinating services with other behavioral health, substance use and medical providers. Skill teaching, ongoing assessment, coaching towards healthy relationships and other peer support services will be provided.

Services provided by the Peer Navigators will be an intensive, flexible community-based that provides mental health and substance use disorder treatment integrated with primary health care and life skills development. This comprehensive approach will center the participants' self-determination and individual recovery goals. The Peer Navigators will also provide ongoing coordination with criminal justice system partners in order to support reentry and reduce incarceration and crisis system utilization. The following evidence-based and best practices will be used in this service delivery:

- Motivational Interviewing
- Permanent Supportive Housing from a Housing First Approach
- Assertive Outreach/Engagement
- Trauma-Informed Care
- Harm Reduction
- Integrated Care and Care Coordination
- Culturally Responsive Services

Familiar Faces participants will be referred into the program by the Familiar Faces Partner Group. Variables, including contact with OPD Walking Patrol, Downtown Ambassadors, and Vulnerable Index score will determine who is designated a Familiar Faces participant.

### Step: 1

#### Welcome, Engage, and Assess

- Dialogue with clients and relate personal experience that will assist in relationship and trust building
- Assess and review the client's ability to communicate their own position and preferences
- Reassure and communicate hopefulness "that they are not alone"
- **Stabilizing Interventions:** Housing assistance, detoxification services, medical care and mental health treatment

## Step: 2

### Individualized Case Management

- Assist client in assessing options
- Reach agreement with clients about activities that will contribute to healing and support and communicate that to others
- Provide a range of supportive/helpful interventions and activities as agreed to with the participant and documented in their case management plan
- Adapt activities and interventions to enhance focus on strengths, needs and creativity without changing the basic nature of the case management plan
- Assist participants in analyzing progress toward vision and goals and encourage feedback
- Communicate ideas by using own life as a learning and teaching tool
- Communicate progress and concerns to Familiar Faces Partner Group
- **Prosocial Interventions:** Addiction treatment, reduce delinquent peer affiliations, develop prosocial regimen and structure, and address criminal thinking and adaptive problem solving skills

## Step: 3

### Transitioning Services

- Negotiate and facilitate transitioning to other services and natural support systems, working closely with participant each step of the way
- **Maintenance Needs:** Vocational or educational counseling, life skills training, relapse prevention therapy, long-term recovery services, relapse prevention therapy

All Familiar Faces participants will take the Patient Health Questionnaire (PHQ-9) upon intake. The PHQ-9 is a multipurpose instrument for screening, diagnosing, monitoring and measuring the severity of depression. The PHQ-9 incorporates the DSM-IV depression diagnostic criteria with other leading major depressive symptoms into a brief self-report tool. The tool rates the frequency of the symptoms which factors into scoring severity index. Question 9 on the PHQ-9 screens for the presence and duration of suicide ideation. A follow-up, non-scored question on the PHQ-9 screens and assigns weight to the degree to which depressive problems have affected the patient's level of function.

<https://www.integration.samhsa.gov/images/res/PHQ%20-%20Questions.pdf>

A PHQ-9 depression assessment will get an average depression score at the time of starting Peer Navigation Services and at the end of the grant year. The goal is to see a reduction in average depression scores. **SAMHSA sites a lower depression rating as a result of Peer**

**Support:** [https://www.samhsa.gov/sites/default/files/programs\\_campaigns/brss\\_tac/value-of-peers-2017.pdf](https://www.samhsa.gov/sites/default/files/programs_campaigns/brss_tac/value-of-peers-2017.pdf)

Service progress will be evaluated and staffed at weekly meeting with Familiar Faces Partner Group, a citywide multi-disciplinary group that ensures that a range of City departments and

staff focused on homelessness in a coordinated, strategic manner. Every Wednesday afternoon the team will meet to review the Familiar Faces caseload. Partner meetings will ensure City staff coordination and follow-up.

In situations that arise which deem a Designated Crisis Responder (DCR) be called, Peer Navigators will contact the DCR, stay with the Familiar Face participant, and provide the DCR with historical context to build a case for detainment.

Additionally, partners within the criminal justice system will be kept current on participation in the Familiar Faces program, allowing for quick notification to the Peer Navigators, CCS Program Manager or OPD Outreach Supervisors if a participant becomes incarcerated.

### **Success Story #2, from Downtown Ambassador Teal Russell**

*The Olympia Downtown Ambassadors and the Olympia Police have been engaging with Jane Doe for the last three plus years. In this time we have gotten countless calls for welfare checks and emergencies that have involved her. She is a high utilizer of emergency services (OPD and OFD) and she has been evaluated by DCR's many times.*

*In May 2018 multiple first responders received multiple calls about a woman running in the road, taking her clothes off and covered in her own fecal matter. This is regular behavior for Jane Doe. When we first made contact with her she was communicating in a nonsensical way. We called OPD and a DCR to evaluate her. She took off running and we followed slowly behind, until she stopped in a parking lot. We stayed with her there while waiting on OPD to arrive. While waiting, she went down in a train tunnel where she usually sleeps, took off her clothing and engaged in sexual behavior. She took off down the train tunnel naked and barefoot. OPD arrived and went to look for her at the other end of the tunnel. The DCR arrived and we walked to the other end to look for her. We finally located her sitting in the middle of a gravel path dumping dirt on her head and we advised OPD of her location. Four officers arrived, took her into custody and the DCR directed her to St Peters Hospital for evaluation. She spent time at Western State Hospital and came back to us in August 2018. When she came to us she said that she was grateful for OPD and us for what happened. She had gotten to reconnect with her sister. She used our phone to call her sister. We coordinated with Jane Doe to meet up every day to check in. She is currently taking her required medication and is in a program. If it was not for the coordination between OPD and the Ambassadors she would still be stuck in the same destructive reoccurring behavior.*



WASHINGTON ASSOCIATION  
OF SHERIFFS & POLICE CHIEFS

MENTAL HEALTH FIELD  
RESPONSE TEAMS PROGRAM  
FACE SHEET

1. Contractor's Name and Address:  
**City of Olympia  
Olympia Police Department  
601 4<sup>th</sup> Avenue East  
Olympia, WA 98502**
2. Tax Identification No:  
**91-6001261**
3. Contract No:  
**MHFRT-2018-001-01**
4. Contact: **Anne Larson**  
Title: **Outreach Services  
Coordinator**
5. Contract Period  
**09/01/2018-06/30/2019**
6. Funding Authority  
**Washington State Criminal Justice  
Training Commission and  
Washington Association of  
Sheriffs & Police Chiefs**
7. Service Area:  
**City of Olympia**

Telephone: **360-753-8238**

---

8. Requests for reimbursement under this CONTRACT are subject to the following Budget:

Salaries:	\$63,781.67
Benefits:	\$20,883.78
Travel:	\$1,623.16
Equipment:	\$2,984.00
Supplies:	\$2,320.00
Other:	\$11,021.00
<b>Total</b>	<b>\$102,613.61</b>

IN WITNESS WHEREOF, the WASPC and CONTRACTOR acknowledge and accept the terms of this CONTRACT and attachments hereto, and in witness whereof have executed this contract as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information on this CONTRACT Face Sheet and other documents incorporated herein by reference: Familiar Faces Grant Narrative and the Familiar Faces Program Timeline, which constitute the Statement of Work; Contract Specific Terms and Conditions; and Permitted Agencies RideAlong App Use Agreement (a separately executed three-way agreement between WASPC, the CONTRACTOR and RideAlong).

FOR THE WASPC:

\_\_\_\_\_  
Steve Strachan, Executive Director  
Washington Association of  
Sheriffs & Police Chiefs  
Date: \_\_\_\_\_

FOR THE CONTRACTOR:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Olympia Police Department

## Familiar Faces Grant Narrative

### Project Description

The Olympia Police Department (OPD) and Catholic Community Services (CCS) of Olympia are collaborating on a Mental Health Field Response Team Program that will focus on a Familiar Faces program for Downtown Olympia. "Familiar Faces" for the purposes of this grant application is to be defined as individuals in our community with complex health and behavioral problems and frequent and persistent contact with OPD Walking Patrol, OPD Crisis Response Team, Downtown Ambassadors, and other City staff.

On a daily basis, the OPD Walking Patrol officers lay witness to Familiar Faces community members experiencing personal crisis, which often becomes a public crisis because of the severity of their behavioral health conditions. OPD and CCS recognize the complexity of needs presented by Familiar Faces community members and acknowledge that more effective, intentional interventions are required.

By engaging a smaller number of individuals with intensive, intentional, coordinated wrap-around care, OPD and CCS will make a noticeable impact on the lives of our Familiar Faces community members and create a Downtown environment that is safe, healthy and vibrant for all who live, visit and work in Downtown Olympia. Peer Navigators will each carry a case-load of 10 participants at a time, cycling in new participants as others graduate out of the program. Peer Navigators share their lived experience with individuals to create supportive relationships based on trust and respect in an effort to increase empowerment and hope, improve personal success, provide opportunity for integration into the community, build linkages to needed community resources and begin to establish natural community supports.

Familiar Faces community members will be identified using composite information from OPD Walking Patrol, City staff, and Vulnerable Index scores. The Vulnerability Index is a survey used in Olympia and analysis methodology for identifying and prioritizing the street homeless population for housing according to the fragility of their health.

The OPD and CCS Familiar Faces Program intends to deploy a cross-system approach and remove barriers to effective interventions by deploying purposeful interventions facilitated by CCS Peer Navigators.

Working in collaboration with the OPD Walking Patrol, CCS Peer Navigators will be able to address the specific and complex needs of the City's Familiar Faces such as:

- concrete supports (housing, employment, primary health care or legal services)

- connections to information and referrals to community resources that support health and wellness
- connections to recovery community supports, activities, and events

The partnership between OPD and CCS on this collaborative effort bridges the relationships and community knowledge of OPD Walking Patrol officers with the outreach and mental health services of CCS. We know that such a program will not only benefit OPD officers, but make long-lasting steadfast benefits to Olympia's Familiar Faces community members. The goal of this grant application is to make Olympia a safe, healthy and vibrant community for all.

The 2018 Legislature passed HB 2892.SL and created avenues of funding and support to assist local law enforcement agencies to establish and expand mental health field capabilities. Addressing community members in mental health and behavioral health crisis has been a critical need for OPD officers. The City of Olympia passed a Public Safety Levy in November of 2017, which provides funding for OPD Walking Patrol, Crisis Response Team and Neighborhood Liaison Officers and Community Court. Additionally, the City recently hired a Homeless Outreach Response Coordinator to help address the City's growing number of unsheltered community members and street dependent citizens. Additionally, the City of Olympia passed the Home Fund in February, 2018 funding long-term supportive housing. With the addition of Peer Navigators working with Familiar Faces, OPD is in a position to have a real impact on homelessness and mental illness because of the combined efforts, funds and focus the City is leveraging around these issues.

As a result of the relationships that OPD Walking Patrol Officers have with the City's Familiar Faces community members, law enforcement often understands better than most when an individual is starting to decompensate, their good days and bad days, activities and history. OPD has seen firsthand the power an officer can have in turning the ship for individuals. Replicating that is our goal with the Familiar Faces Program.

**Success Story #1, from Downtown Ambassador, Katherine Tahrn**

*The Downtown Ambassador Program is a program run by the City of Olympia with the mission of keeping downtown Olympia safe and welcoming for all.*

*As a Downtown Ambassador I've recently had the privilege of working with a member of the homeless community to connect them with services, family and a home. None of this would have been possible without the combined efforts of social services providers and the Olympia Police Department.*

*John Doe was well known in the downtown community for his big personality and his disruptive behavior. Homeless in downtown for 13 years John actively battled addiction, mental health issues and abusive relationships. He had attempted suicide multiple times, all in full view of the public. The most notable was when he hung himself from a tree and was rescued by an Olympia Police Officer.*

*By the Spring of 2018 John had used all the services available to him and was running out of options. When an Olympia Police Officer caught John defecating in an ally John was detained and transported to Western State Hospital.*

*It was exactly what John needed. When he was released he immediately reached out to myself and my partner. He was happy OPD had detained him since he had gotten sober and received mental health treatment. During his detainment he had reached out to his son who was willing to take him back under the condition John stayed sober.*

*It was key to get John on a train to his son as fast as possible since it was not safe for John to sleep outside. Working as a team we were able to coordinate with an Olympia Police Officer to get a booking photo and arrest information which the train station accepted as ID. The officer was extremely helpful going out of his way to help John get in a stable home with his family.*

*It only took three days to get John on a train to his family. Now instead of getting beat up, digging in trash for food and begging for drugs John is spending time with his grandchildren and fishing catfish.*

*On behalf of John and the Downtown Ambassador team we want to thank Olympia Police Department for their crucial role in helping John finally live his life.*

The focus area for the Familiar Faces program will be “Downtown Olympia” which is roughly the Farmer’s Market to 8<sup>th</sup> Avenue and Simmons Street to Plum Street. The OPD Walking Patrol focuses on crimes and behaviors such as trespass, camping, loitering, narcotics, disorderly conduct and mental illness. Walking Patrol Officers spend 90% of their time on foot or bike and are very focused on being visible and connecting with as many people and businesses as possible. The team works diligently to build relationships with community members and businesses, to be available and accessible, and are not pulled away from the Downtown area for regular patrol radio traffic.

OPD Walking Patrol Officers work 7 days a week, split into two shifts. Current hours are:

- Day Shift: 7 days a week, 7:00AM – 5:00PM
- Swing Shift: Wednesday and Thursday 1:00PM – 11:00PM and Friday and Saturday 4:30PM – 2:30AM

Funded by the Public Safety Levy, the OPD Crisis Response Team will be a mobile, high-functioning team capable of providing emergency mental health and substance use disorder services to Olympia community members experiencing crisis. The OPD Crisis Response Team will be staffed by mental health, substance use disorder professionals and other non-

emergency medical staff. The OPD Crisis Response Team model is based in part on the CAHOOTS Program in Eugene, Oregon <http://whitebirdclinic.org/cahoots/>

The Familiar Faces Program will reduce the number of calls to dispatch, calls and email complaints to City staff and limit contacts with Downtown Ambassadors, Clean Team and other City staff addressing the impact of Familiar Faces community members on Downtown Olympia. All City staff and partners will know who is enrolled in Familiar Faces Program – including jail staff, all OPD officers, and dispatch.

At any given time, the Familiar Faces program will serve 15-20 of the most vulnerable individuals in Downtown Olympia who are most resistant to services and resources and have the largest impact on the community's perceptions and feelings of safety in Downtown Olympia. Throughout the duration of the grant cycle, we could serve upwards of 40 individuals or more depending on the severity of each individual case.

CCS has a proven track record of successfully deploying Peer Navigators to work with individuals suffering from mental illness throughout Washington State. All Peer Navigators will be recognized as Peer Specialists by the Division of Behavioral Health and Resources (DBHR). Extensive cross-training between law enforcement and Peer Navigators will be ongoing to share areas of expertise. Peer Navigators will cross-train with dispatch, Walking Patrol, Crisis Response Team and City staff working Downtown.

Under the joint supervision of the CCS Program Manager (Gabe Ash) and OPD Outreach Services Coordinator (Anne Larsen) the Peer Navigators will provide direct services to the participants in the Familiar Faces Program.

Peer Navigators share their lived experience with individuals to create supportive relationships based on trust and respect in an effort to increase empowerment and hope, improve personal success, provide opportunity for integration into the community, build linkages to needed community resources and begin to establish natural community supports. Peer Navigators meet their clients where they are at, literally and emotionally. Street outreach is a critical component of Peer Navigator success and Peer Navigators work within a Harm Reduction model.

Working with identified chronically homeless individuals who can often be service-resistant, especially those who experience both mental illness and substance abuse, takes incredible tenacity. OPD Walking Patrol Officers and CCS Peer Navigators will gain results that programs can only achieve through trust-building and constant, consistent contact through dedicated outreach. The consistency in OPD Walking Patrol officers making contact with Familiar Faces participants, constant and reliable contact through Peer Navigators and supervisory directions from CCS and OPD program managers will foster a program that allows for lasting results.

Engaging homeless communities can be challenging and requires perseverance. All OPD Walking Patrol officers made the deliberate choice to work in Walking Patrol and understand

that traditional “success” in law enforcement (arrests, clearing calls, etc.) will not be measured in Walking Patrol. Success will be measured in numerous small victories for the Familiar Faces participants such as; recovering from various set-backs, long-term stabilization, reconnection to family and reentry as a thriving community member.

Peer Navigators and OPD Walking Patrol will be dedicated to making dozens of contacts with our Familiar Faces community members before trust is built and lines of communication are open. OPD Walking Patrol Officers understand and are ready to experience resistance from Familiar Faces community members.

The City of Olympia is home to various and competent service providers that offer vital resources such as housing, food stability, non-emergent medical care, employment development and behavioral health resources. Partnerships with these social service providers will be vital to the success for the Familiar Faces participants. This program will allow for the focused and relentless attention that the Peer Navigators, OPD Walking Patrol Officers and City staff can provide to Familiar Faces participants. Peer Navigators will join Familiar Faces participants as they connect and access resources and services. Often the most service resistant individuals need a companion to attend appointments and services with them, the Peer Navigators in the Familiar Faces Program will do that.

For Familiar Faces community members who participate in this program, release of information would be obtained in order to access of their diagnosis from their behavioral health or substance use provider (Behavioral Health Resources, Northwest Resources, Adult Behavioral Health Systems, Telecare, Providence, SeaMar, etc.) if they have one. Peer Navigators are trained to identify possible behavioral health and substance use issues. If behavioral health or substance use issues are identified, the Peer Navigator would help Familiar Faces participants connect to an appropriate provider in order for an assessment and diagnosis to be completed. The program will seek to create and follow a coordinated treatment plan that takes into account other wrap-around services they may already be receiving. If the Familiar Faces participants is not receiving other wrap-around services, this program will help them identify and connect with those services based on their needs.

**Evidence-based Practices Deployed by Familiar Faces Program:**

**Harm Reduction:**

<https://www.hri.global/what-is-harm-reduction>

**Peer Support:**

[https://www.samhsa.gov/sites/default/files/programs\\_campaigns/brss\\_tacs/value-of-peers-2017.pdf](https://www.samhsa.gov/sites/default/files/programs_campaigns/brss_tacs/value-of-peers-2017.pdf)

<http://www.mentalhealthamerica.net/sites/default/files/Evidence%20for%20Peer%20Support%20January%202017.pdf>

**Housing and Recovery through Peer Services (HARPS):**

<https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Fact%20Sheets/HARPS.pdf>

## Project Need

Homelessness is the most significant and urgent issue of public concern facing Olympia. In recent years, Downtown Olympia has seen increased homelessness - specifically, a spike in street homelessness and homeless encampments throughout the City. Although homelessness in itself is not a crime, law enforcement is the often first to be called to respond to concerns and behaviors surrounding homelessness. The City is dedicated to addressing the issue of homelessness and OPD plays an important role in addressing this complicated and growing problem. **City of Olympia Homelessness website:**

<http://olympiawa.gov/community/homelessness.aspx>

In May of 2018, a survey of OPD staff was conducted asking questions regarding homelessness, mental illness, substance use and poverty. Just over forty percent of OPD officers and staff completed the online survey and the below information captures a snapshot of the information obtained.

- Almost 42% of OPD officers replied that they encountered a high utilizer (Familiar Face) in crisis 15 or more times during a typical work week
- Over 63% indicated the cause of crisis as a combination of mental illness, substance use disorder, poverty and homelessness
- 53% of officers indicated dayshift as the time of day most crisis calls come in
- 63% of officers indicated that 75% of the individuals in crisis are also homeless
- The most immediate need indicated by 60% of officers was mental health counseling.
- Over 77% of officers indicated that 50% or more of individuals in crisis also have a non-emergency medical issue

The latest survey sent out to the City's Parking and Business Improvement Area (PBIA) indicated that out of 92 respondents "Impacts of Homelessness and Street Dependency" (76) and "Customer perceptions of Downtown being unsafe" (70) were the two highest concerns.

(<https://www.surveymonkey.com/results/SM-7VPTWM78L/>)

OPD Walking Patrol officers are making the consistent contact over-and-over again with the City's homeless and street dependent population, the majority of whom suffer from mental illness, substance use disorder or a combination of the two. A July 2018 article in The Olympian highlights the work of the OPD Walking Patrol: **Article in the Olympia – Managing Olympia's street community is big part of walking patrol officer's job**

<https://www.theolympian.com/news/local/article214696740.html>

## Project Personnel

### **Olympia Police Department Downtown Walking Patrol**

OPD sergeant and officers working Walking Patrol will be working directly with the Familiar Faces Program. OPD officers assigned to the Walking Patrol specifically requested the position and understand the goals of relationship and trust building within the position. Sgt. Amy King supervises the OPD Walking Patrol and bring over 18 years' experience to the position.

#### **OPD Walking Patrol Officers**

- Sgt. Amy King
- Officer S. O'Brien
- Officer J. Reisher
- Officer E. Tomisk
- Officer J. Sola
- Officer J. Theis
- Officer P. Hutnik

#### **OPD Crisis Response Team**

- Managed by Anne Larsen, Phase 1 implementation October, 2018

#### **OPD Outreach Services Coordinator**

- As Outreach Services Coordinator for OPD, Anne Larsen (MPA) manages the Crisis Response Team and will manage the Familiar Faces program.

#### **Catholic Community Services**

##### **CCS Program Manager**

- Program Manager, Gabriel Ash (MSW, MHP) is a Mental Health Professional and will provide oversight of the program.

#### **CCS Peer Navigators**

The role of the Peer Navigators will be to work together with Gabe, Anne, and OPD officers to help Familiar Faces clients integrate into the community and build linkages to community resources. Peer Navigators provide non-judgmental and unconditional support to clients and develop customized approaches to fit the client's uniqueness, personality, culture and interest. Peer Navigators utilize motivational interviewing skills to individualize case management plans, connect and guide the clients through supportive services, and transition services to natural and other community supports. At a minimum, Peer Navigators are recognized as a Peer Specialist by DBHR or have the ability to obtain that status within 3 months.

#### **Familiar Faces Partners Group**

##### **Downtown Liaison Manager**

- Mark Rentfrow, manages the Downtown Ambassadors and Clean Team

<http://olympiawa.gov/community/downtown-olympia/downtown-ambassadors.aspx>



**Downtown Ambassadors:** The Ambassadors provide street outreach, business support and hospitality services to residents, business owners, property owners and visitors to Downtown. The Downtown Ambassadors are recognized Peer Specialists.

- Teal Russell
- Katherine Trahan

**Clean Team:** The Clean Team is responsible for general upkeep, repair, painting, trash pickup (including the over 950 “sharps” that were disposed of in June, 2018) and cleaning in and around public spaces in Downtown Olympia. By default, the Clean Team staff are in constant contact with the City’s Familiar Faces participants, the Downtown Ambassadors and OPD Walking Patrol.

**Homeless Outreach Coordinator**

Olympia’s Homeless Response Coordinator, Colin DeForrest is responsible for developing and implementing a homeless response plan for the City.

**Economic Development Director**

The Economic Development Director for the City, Mike Reid is responsible for developing and implementing the City’s economic development strategy and creating a positive image for the City.

**Downtown Programs Manager**

As Downtown Programs Manager, Amy Buckler, is responsible for all programs Downtown, including Parking, Planning and Development.

**Partnership and Collaboration**

Through 11 years of providing housing services in Thurston County that began with the opening of Drexel House I, CCS has been able to establish collaborating relationships with many service providers in Olympia and Thurston County. CCS connects Drexel House residents to services including BHR, SeaMar, Interfaith Works, Salvation Army, Veterans Affairs, Thurston County Veterans Assistance Fund and others. In addition, they collaborate with other providers to serve their homeless veterans and permanent supportive housing residents in Thurston County Mental Health Court and Thurston County Veteran’s Court. CCS collaborates with each of these agencies on an individual basis based on the needs of each resident. CCS plans to leverage each of these working relationships to help support the Peer Navigators in their work with the Familiar Faces participants.

The efforts of the CCS Program Manager and Peer Navigators will also be coordinated with additional behavioral health and chemical dependency organizations based on the level of services needed and in support of client choice which allows for greater outcome success.

Community engagement is a key component of the work that OPD officers and staff are involved with. In 2017, OPD officers attended over 300 events and were active members on numerous round-tables, taskforces, and teams. With Sgt. King dedicated to Walking Patrol and Anne Larsen hired as Outreach Services Coordinator, Olympia community meetings regarding issues related to homelessness, mental illness, and substance use, have an OPD representative engaged at every meeting.

### Services

The Peer Navigators will provide connections to supports and services that are desired by each individual Familiar Faces participants based on their client-driven service plan. They will also provide peer support counseling services with an emphasis on housing retention, providing advocacy, teaching symptom-management techniques and coordinating services with other behavioral health, substance use and medical providers. Skill teaching, ongoing assessment, coaching towards healthy relationships and other peer support services will be provided.

Services provided by the Peer Navigators will be an intensive, flexible community-based that provides mental health and substance use disorder treatment integrated with primary health care and life skills development. This comprehensive approach will center the participants' self-determination and individual recovery goals. The Peer Navigators will also provide ongoing coordination with criminal justice system partners in order to support reentry and reduce incarceration and crisis system utilization. The following evidence-based and best practices will be used in this service delivery:

- Motivational Interviewing
- Permanent Supportive Housing from a Housing First Approach
- Assertive Outreach/Engagement
- Trauma-Informed Care
- Harm Reduction
- Integrated Care and Care Coordination
- Culturally Responsive Services

Familiar Faces participants will be referred into the program by the Familiar Faces Partner Group. Variables, including contact with OPD Walking Patrol, Downtown Ambassadors, and Vulnerable Index score will determine who is designated a Familiar Faces participant.

### Step: 1

#### Welcome, Engage, and Assess

- Dialogue with clients and relate personal experience that will assist in relationship and trust building
- Assess and review the client's ability to communicate their own position and preferences
- Reassure and communicate hopefulness "that they are not alone"
- **Stabilizing Interventions:** Housing assistance, detoxification services, medical care and mental health treatment

## Step: 2

### Individualized Case Management

- Assist client in assessing options
- Reach agreement with clients about activities that will contribute to healing and support and communicate that to others
- Provide a range of supportive/helpful interventions and activities as agreed to with the participant and documented in their case management plan
- Adapt activities and interventions to enhance focus on strengths, needs and creativity without changing the basic nature of the case management plan
- Assist participants in analyzing progress toward vision and goals and encourage feedback
- Communicate ideas by using own life as a learning and teaching tool
- Communicate progress and concerns to Familiar Faces Partner Group
- **Prosocial Interventions:** Addiction treatment, reduce delinquent peer affiliations, develop prosocial regimen and structure, and address criminal thinking and adaptive problem solving skills

## Step: 3

### Transitioning Services

- Negotiate and facilitate transitioning to other services and natural support systems, working closely with participant each step of the way
- **Maintenance Needs:** Vocational or educational counseling, life skills training, relapse prevention therapy, long-term recovery services, relapse prevention therapy

All Familiar Faces participants will take the Patient Health Questionnaire (PHQ-9) upon intake. The PHQ-9 is a multipurpose instrument for screening, diagnosing, monitoring and measuring the severity of depression. The PHQ-9 incorporates the DSM-IV depression diagnostic criteria with other leading major depressive symptoms into a brief self-report tool. The tool rates the frequency of the symptoms which factors into scoring severity index. Question 9 on the PHQ-9 screens for the presence and duration of suicide ideation. A follow-up, non-scored question on the PHQ-9 screens and assigns weight to the degree to which depressive problems have affected the patient's level of function.

<https://www.integration.samhsa.gov/images/res/PHQ%20-%20Questions.pdf>

A PHQ-9 depression assessment will get an average depression score at the time of starting Peer Navigation Services and at the end of the grant year. The goal is to see a reduction in average depression scores. **SAMHSA sites a lower depression rating as a result of Peer Support:** [https://www.samhsa.gov/sites/default/files/programs\\_campaigns/brss\\_tacs/value-of-peers-2017.pdf](https://www.samhsa.gov/sites/default/files/programs_campaigns/brss_tacs/value-of-peers-2017.pdf)

Service progress will be evaluated and staffed at weekly meeting with Familiar Faces Partner Group, a citywide multi-disciplinary group that ensures that a range of City departments and

staff focused on homelessness in a coordinated, strategic manner. Every Wednesday afternoon the team will meet to review the Familiar Faces caseload. Partner meetings will ensure City staff coordination and follow-up.

In situations that arise which deem a Designated Crisis Responder (DCR) be called, Peer Navigators will contact the DCR, stay with the Familiar Face participant, and provide the DCR with historical context to build a case for detainment.

Additionally, partners within the criminal justice system will be kept current on participation in the Familiar Faces program, allowing for quick notification to the Peer Navigators, CCS Program Manager or OPD Outreach Supervisors if a participant becomes incarcerated.

**Success Story #2, from Downtown Ambassador Teal Russell**

*The Olympia Downtown Ambassadors and the Olympia Police have been engaging with Jane Doe for the last three plus years. In this time we have gotten countless calls for welfare checks and emergencies that have involved her. She is a high utilizer of emergency services (OPD and OFD) and she has been evaluated by DCR's many times.*

*In May 2018 multiple first responders received multiple calls about a woman running in the road, taking her clothes off and covered in her own fecal matter. This is regular behavior for Jane Doe. When we first made contact with her she was communicating in a nonsensical way. We called OPD and a DCR to evaluate her. She took off running and we followed slowly behind, until she stopped in a parking lot. We stayed with her there while waiting on OPD to arrive. While waiting, she went down in a train tunnel where she usually sleeps, took off her clothing and engaged in sexual behavior. She took off down the train tunnel naked and barefoot. OPD arrived and went to look for her at the other end of the tunnel. The DCR arrived and we walked to the other end to look for her. We finally located her sitting in the middle of a gravel path dumping dirt on her head and we advised OPD of her location. Four officers arrived, took her into custody and the DCR directed her to St Peters Hospital for evaluation. She spent time at Western State Hospital and came back to us in August 2018. When she came to us she said that she was grateful for OPD and us for what happened. She had gotten to reconnect with her sister. She used our phone to call her sister. We coordinated with Jane Doe to meet up every day to check in. She is currently taking her required medication and is in a program. If it was not for the coordination between OPD and the Ambassadors she would still be stuck in the same destructive reoccurring behavior.*

# Familiar Faces Program Timeline

## September, 2018

- Present Familiar Faces Program to Olympia City Council
- Post Peer Navigator Jobs with Catholic Community Services
- Meet with Familiar Faces Partner Group, strategize implementation
- Identify first Top 20 Familiar Faces
- Interview Peer Navigators
- WASPC RideAlong Application installation and training (start)
- Develop program policy

## October, 2018

- Hire Peer Navigators
- Training for Peer Navigator including cross-training at TCOMM and OPD
- Communication to internal and external stakeholders about Familiar Faces Program
- Communication at all OPD briefings, introduction of Peer Navigators and program
- Peer Navigators connect with Familiar Faces participants
- Peer Navigators attend and collaborate with local service providers at meetings such as the Vulnerable Index meeting held weekly at the Community Care Center (Providence)
- Monthly report due to WASPC
- WASPC RideAlong Application implementation
- \*OPD Crisis Response Team implementation

## November, 2018

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC
- Identification of barriers and create strategies to address needs of Familiar Faces participants
- \*sanctioned City of Olympia homeless encampment opens

## December, 2018

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC

## January, 2019

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC
- Report program success to City Council and community

### **February, 2019**

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC
- Continue program evaluation

### **March, 2019**

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC

### **April, 2019**

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC

### **May, 2019**

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC

### **June, 2019**

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Final report due to WASPC
- Report to City Council and community

## **Identified Barriers & Solutions**

### **Familiar Faces participants resistant to services**

- *Tenacity and consistent contact by Peer Navigators and OPD Walking Patrol Officers*

### **Lack of appropriate shelter and permanent supportive housing**

- *Utilize available shelter beds at Drexel House, if appropriate.*
- *Coordinate with City sanctioned homeless encampments, slated to open November, 2018.*
- *City of Olympia HomeFund which passed in February, 2018 and continued advocating for affordable housing options in the City of Olympia and Thurston County.*

### **Incarceration**

- *Peer Navigators will be contacted if a Familiar Faces participant becomes incarcerated within the City of Olympia jail or Thurston County jail. Criminal justices partners will be notified of who is currently a participant in the program.*

**RideAlong application and implementation**

- *City IT Staff and OPD IT Staff have been investigating the implementation of RideAlong with the current system. Staff are problem-solving any potential setbacks and reaching out to Superior and RMS vendors to address any potential barriers.*

**WASHINGTON ASSOCIATION OF SHERIFFS &  
POLICE CHIEFS CONTRACT SPECIFIC TERMS  
AND CONDITIONS  
MENTAL HEALTH FIELD RESPONSE TEAMS PROGRAM**

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as WASPC); and the AGENCY NAME (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

**FUNDING SOURCE**

Funding for this CONTRACT is provided to WASPC by the Washington State Legislature, through the Washington State Criminal Justice Training Commission, through the 2018 State Supplemental Operating Budget (funding period of July 1, 2018 through June 30, 2019).

**SCOPE OF SERVICES**

The CONTRACTOR shall use the state funds awarded hereunder solely for salary and benefits, costs and contracted services, goods and services, and travel and other essential costs to support the further defined by the STATEMENT OF WORK.

**SCOPE OF WORK**

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Teams Program, as set forth in the STATEMENT OF WORK.

**SCOPE OF WORK REVISIONS**

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents, and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

**BUDGET REVISIONS**

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the CONTRACT Face Sheet.



WASPC may approve or deny the request at its sole discretion.

### **PERFORMANCE STANDARDS**

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the Mental Health Field Response Teams Program, as well as other policies and procedures issued by WASPC.

### **PERIOD OF OBLIGATION**

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet. The effective date of this CONTRACT shall be the date the last party signs this CONTRACT.

### **ALLOWABLE COSTS**

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum stated amount of the CONTRACT as provided on Line 8 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by WASPC.

WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

### **NON-SUPPLANTING**

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

### **GRANT ADMINISTRATION**

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

## **PROGRAM ADMINISTRATION**

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

## **DATA COLLECTION**

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the RideAlong Application. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency. The CONTRACTOR shall execute the RideAlong App Use Agreement, which will be separately executed between WASPC, the CONTRACTOR and RideAlong.

## **REPORTING REQUIREMENTS**

The CONTRACTOR shall submit required reports by the date using required forms according to procedures issued by WASPC.

### **REPORT DUE DATES**

1. Monthly Progress Report. The 10th of the month following the previous month in which funded activities were performed.
2. Semi-annual Assessment Report. The 10th of the month following the six month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

## **PAYMENT PROVISIONS**

WASPC shall award state funds to the CONTRACTOR in the amount provided on Line 8 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to WASPC an A19-1A Form along with documentation for the expenditures.

The CONTRACTOR is required to complete and submit to WASPC quarterly reconciliation statements to account for the expenditure of the state funds.

## **EVALUATION AND MONITORING**

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

## **ACKNOWLEDGEMENT OF STATE FUNDS**

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award.
2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.
3. CONTRACTOR understands and agrees that is cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.
4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events.
5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the WASPC grant administrator for this award, and, if so requested by WASPC, seek a budget modification or change of project scope to

eliminate any inappropriate duplication of funding.

6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to WASPC all documentation necessary to complete monitoring tasks. Further, the recipient agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the recipient's awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of an award(s).

11. The CONTRACTOR acknowledges that sub-awards are not authorized.

12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.

13. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.

17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R. Part 200 and State and local law.

## **ENTIRE AGREEMENT**

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and state governments. This CONTRACT consists of the following documents:

1. MHFRT 2018-001 CONTRACT Face Sheet
2. Contract Specific Terms and Conditions
3. Contract General Terms and Conditions

## **ORDER OF PRECEDENCE**

In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. MHFRT 2018-001 CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions
5. CONTRACT General Terms and Conditions

**###**

## PERMITTED AGENCIES (RIDEALONG APP USE AGREEMENT)

This RideAlong App Use Agreement ("Agreement") is entered into and effective as of [•], 2018 ("Effective Date") by and between RideAlong Labs Inc. ("RideAlong"), the Washington Association of Sheriffs and Police Chiefs ("WASPC") and [•] ("Agency") concerning Agency's access to RideAlong's proprietary mobile responsive web-based application that allows law enforcement agencies to log data about encounters involving residents experiencing mental illness, chemical dependencies, and homelessness; and view data about the encounters that RideAlong provides to Agency and the services related thereto, as specified in the Statement of Work attached as Exhibit B to the RideAlong Services Agreement, dated July 11, 2018, by and between RideAlong and WASPC (the "RideAlong Services Agreement") (the "Service").

- 1.1 Restrictions on Use.** Agency may access and use the Service only in accordance with this Agreement, and solely for the purpose of Agency's ability to collect and data about calls involving residents experiencing mental illness, chemical dependencies, and homelessness; and view data about the encounters. Any resale or service bureau business or similar activities with respect to the Service (or portion thereof) or other RideAlong data or information obtained through the Service are prohibited. Agency will not, and will not permit or assist any third party to, (a) alter, adapt, modify, translate, create derivative works of, (b) decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in, (c) rent, lend, loan, lease, sell, distribute, or sublicense, (d) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in, or (e) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Service and any software, technology, systems, and other subject matter used or provided by RideAlong in connection with the Service. Agency shall not: (a) post, transmit or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; (b) use the Service for any purpose or in any manner that violates applicable laws and regulations, is fraudulent, or violates the rights of others; (c) interfere with or disrupt the operation of the Service or the servers, systems, or networks used to make the Service available, including by hacking or defacing any portion of the Service; (d) restrict or inhibit any other person from using the Service; (e) frame or mirror any portion of the Service, or otherwise incorporate any portion of the Service into any product or service; or (h) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Service content, or reproduce or circumvent the navigational structure or presentation of the Service.
- 1.2 Materials.** To the extent applicable, RideAlong hereby grants to Agency a limited, non-exclusive, personal, non-transferable, and non-sublicensable right, during the term of the Agreement, to access and use any Materials as and in the form provided by RideAlong solely as necessary to access and use the Service in accordance with this Agreement. "Materials" means certain software, documentation, and other materials relating to the Service or connected with the performance of the Service that RideAlong directly or indirectly through the WASPC may provide to Agency.
- 1.3 Errors.** If Agency discovers an error or malfunction with respect to the Service, Agency shall promptly notify RideAlong thereof. The parties will cooperate to mitigate the impact of such error or malfunction. RideAlong may suspend use of the Service to address any such error or malfunction and Agency shall implement any corrective measures as RideAlong instructs and not use functions known to malfunction or be erroneous.
- 1.4 Ownership.** As between RideAlong and Agency, RideAlong owns and will retains all right, title and interest in and to the Service, Materials, and any of its software, technology, systems other subject matter used or provided by RideAlong in connection with the Service and any and all intellectual property rights relating thereto. No rights of any kind shall be implied pursuant to this Agreement.
- 1.5 Agency Obligations.** Agency is responsible for protecting all access controls and security credentials ("User Credentials") issued by Agency or RideAlong and used to access and use the Service from disclosure to or

discovery by third parties and any unauthorized use by third parties, and in no event shall RideAlong be responsible or liable for) any use, including any misuse, abuse, or unauthorized use, of any User Credentials.

- 1.6 **Reporting and Tracking.** During the term of the Agreement, RideAlong will automatically track, through the Service, the following information: (a) client-side analytics; (b) application performance; (c) specific information regarding errors and bugs; (d) logs; and (e) impact metrics. Agency may opt-out of such automatic tracking by providing RideAlong with written notice within fourteen (14) days of the Effective Date, in which event Agency agrees to provide RideAlong with written reports every week, which reports will disclose the information specified in this section.
- 1.7 **Data Input and Output.** Agency is responsible for ensuring that all data and other information entered by or on behalf of Agency or otherwise provided to RideAlong or obtained from Agency or its equipment or facilities (whether directly, or through RideAlong's systems) in connection with the Service ("Agency Data") is complete and accurate. Agency Data may include non-public data and information relating to identified or identifiable individuals ("Identifiable Data"). The Service and all information, analyses, and other output provided by RideAlong are based on the Agency Data as received by RideAlong, and RideAlong is not responsible for any error, omission, or inaccuracy of or based on or resulting from Agency Data. Agency hereby grants to RideAlong, (a) a non-exclusive right to access, reproduce, process, distribute, disclose and otherwise use the Agency Data in connection with the provision of the Service to Agency and WASPC, and (b) a non-exclusive and perpetual right to reproduce, process, distribute, disclose, publish, analyze and otherwise use Agency Data in an anonymized form, including any data or other information generated through the processing of Agency Data in connection with the Agency's use of the Service and Materials ("Data Output"), as long as Agency is not identified as the source of such data. As between the parties, Agency exclusively owns all right, title, and interest in and to the Agency Data and Data Output. Notwithstanding anything in this Agreement to the contrary, RideAlong exclusively owns all right, title, and interest in and to any new features, conclusions, derivative works, and any other proprietary findings developed by RideAlong through its use of the Agency Data and Output Data, including any intellectual property rights therein. The authorizations granted to RideAlong under this Agreement, including under this Section 1.7, will extend to service providers and other contractors exercising such rights and licenses on RideAlong's behalf, and RideAlong may share Agency Data, including Identifiable Data with such third parties who provide services on RideAlong's behalf. Otherwise, except as provided herein, RideAlong may disclose Identifiable Data only as RideAlong believes to be necessary or appropriate: (a) to comply with applicable legal requirements, including legal process and law enforcement requests; (b) to protect RideAlong's rights, property, and operations, including to enforce RideAlong's agreements, policies, and terms and conditions, and to protect the rights, property, and operations of RideAlong's affiliates, business partners, customers, or others; (c) to protect the personal safety of any individual; and/or (d) in the event of a sale or transfer of all or a part of RideAlong's business, assets, or stock. Each party will maintain, throughout the term of the Agreement, appropriate administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Identifiable Data, to protect and safeguard against anticipated threats or hazards to the integrity of, and the unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party. Each party shall notify the other parties in the event of any unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party.
- 1.8 **Agency Data Production.** In the event (i) any law, regulation, or order by a court or administrative agency of competent jurisdiction requires or compels RideAlong to produce, disclose, release or otherwise transfer ("Production") any Agency Data, regardless of the purposes of such Production (including, but not limited to, a request or order for Production of Agency Data for discovery purposes), or (ii) a request is made by Agency or a third party for the Production of Agency Data as a result of (or in anticipation of) any requirement imposed by law or regulation, or any order by a court or administrative agency of competent jurisdiction, regardless of the purposes of such Production ((i) and (ii) collectively, a "Agency Data Production Request"); Agency is responsible for making all decisions with respect to such Agency Data Production Request, including, but not limited to, decisions regarding the scope, manner and time of Production of Agency Data.
- 1.9 **Term and Termination.** This Agreement will commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, will continue until the termination or expiration of the RideAlong Services Agreement. Each party may terminate this Agreement at any time upon thirty (30) days written notice to the other parties in the event of a material breach by another party (the "Breaching Party") of this Agreement, provided that such termination shall not be effective if such breach is cured by such Breaching Party within such



thirty (30) day period, provided further, that if the Breaching Party's failure to cure is caused by a non-breaching party, the non-breaching parties may not terminate this Agreement. Notwithstanding the foregoing, if Agency is in material breach of this Agreement, RideAlong shall have the right, in addition to all other rights and remedies it may have, to suspend performance of its obligations under the Agreement and/or to prevent Agency's access to the Service (including deactivating User Credentials). RideAlong may terminate this Agreement, or modify, limit, or suspend the Service, if it determines, in its reasonable business judgment, that the continued provision of the Service to Agency poses security risks, a risk of infringement or other violation of any rights of third parties, or a risk of violating any applicable laws or regulations, if Agency becomes insolvent, subject to any bankruptcy or similar proceedings, or commences the dissolution or winding up of its business, or upon modification or termination of any agreements with licensors or service providers upon which RideAlong relies to provide the Service. In the event of any expiration or termination of this Agreement, all provisions that are intended to survive will survive.

- 1.10 Indemnification.** Agency will defend, indemnify and hold harmless RideAlong and WASPC from and against any loss, damage, claims, settlement, cost, expense and any other liability (including reasonable attorneys' fees and costs) ("Losses") relating to or arising out of (i) Agency's access or use of the Service or Materials, or (ii) any Agency Data Production Request. RideAlong and WASPC, as applicable, will (a) provide prompt written notice to Agency of any claim for which indemnification is required; (b) give Agency sole control of the defense and/or settlement of the claim; and (c) provide Agency full cooperation and assistance with respect to the defense and settlement, provided that Agency shall not enter into any settlement or other compromise that materially adversely affects RideAlong or WASPC, as applicable, without RideAlong's or WASPC's, as applicable, written approval, which shall not be unreasonably withheld, delayed, or conditioned.
- 1.11 Disclaimer of Warranties.** THE SERVICE AND MATERIALS ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, RIDEALONG DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, RIDEALONG DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL ERRORS, FAILURES OR DEFECTS WILL BE CORRECTED.
- 1.12 Limitation of Liability.** TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (A) RIDEALONG AND WASPC WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF OR INACCESSIBLE DATA OR INFORMATION, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) RIDEALONG'S AND WASPC'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED \$3,000.00 IN THE AGGREGATE, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER RIDEALONG OR WASPC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 1.13 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, RIDEALONG AND WASPC DISCLAIM ALL LIABILITY RELATED TO OR ARISING OUT OF AGENCY'S USE OR MISUSE OF THE SERVICE OR MATERIALS OR FAILURE TO REPORT ANY ERRORS OR BUGS IN THE SERVICE OR MATERIALS TO RIDEALONG OR WASPC, INCLUDING, BUT NOT LIMITED TO, ANY DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED THERETO.

- 1.14 Miscellaneous.** By submitting any comments, feedback, or ideas about the Service to RideAlong ("Feedback"), Agency agrees that Agency's disclosure is gratuitous, unsolicited and without restriction and will not place RideAlong or WASPC under any fiduciary or other obligation, and that RideAlong is free to use the Feedback without any additional compensation to Agency. Agency may not assign this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of RideAlong. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Washington without giving effect to any choice of law rule. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all related prior agreements, representations and negotiations, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties.
- 1.15 Publicity.** Agency authorizes RideAlong to identify Agency as a customer of the Service in RideAlong's customer lists, and its marketing, promotional, and similar materials, including by placing Agency's name and logo on RideAlong's website. Agency also authorizes RideAlong to describe Agency's use of RideAlong's products, software, and services, how it benefits Agency, for example in the form of case studies published on RideAlong's website or in other materials, and that Agency is an early adopter of the Service. Upon request by RideAlong, Agency agrees to (i) use best efforts to speak with third parties regarding Agency's experience using the Service and working with RideAlong, and (ii) provide quotes and other user feedback about the Service for RideAlong's public use, including on RideAlong's website. Furthermore, RideAlong and Agency will mutually agree on and implement a communications and marketing strategy to highlight and co-promote outcomes in connection with Agency's use of the Service, which strategy will include, but not be limited to, targeted media interviews; blogs, and if applicable, presentations at relevant conferences and events.

*[Signatures on Following Page]*

**RIDEALONG**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Formal Notice:

RideAlong Labs Inc.  
155 9<sup>th</sup> Street  
San Francisco, CA 94103

Attn: Katherine B. Nammacher, CEO

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Formal Notice:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**WASHINGTON ASSOCIATION OF SHERIFFS  
AND POLICE CHIEFS**

By: \_\_\_\_\_

Name: Steve Strachan

Title: Executive Director

Address for Formal Notice:

Washington Association of Sheriffs & Police Chiefs  
3060 Willamette Drive, NE, Suite 200  
Lacey, WA 98516

# WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS

3060 Willamette Drive NE Lacey, WA 98516 ~ Phone: (360) 486-2380 ~ Fax: (360) 486-2381 ~ Website: www.waspc.org

Serving the Law Enforcement Community and the Citizens of Washington

August 15, 2018



Chief Ronnie Roberts  
Olympia Police Department  
PO Box 1967  
Olympia, WA 98501

## Re: Notification of Grant Award – Mental Health Field Response Teams Program

Dear Chief Roberts:

I am pleased to inform you that the Washington Association of Sheriffs & Police Chiefs Peer Review Panel has approved your application for a Mental Health Field Response Teams Program grant in the amount of \$102,613.61. Over the coming weeks, our grant program administrator, Ned Newlin, will work with your program manager to finalize the statement of work and budget contract documents for implementation of your grant program. We hope to have those final contract documents in place no later than October 1, 2018 so that you may begin implementation of your program.

This is an exciting time which affords us an opportunity to demonstrate that pairing peace officers with mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues ensures public safety while also meeting the needs of those in crisis with treatment, diversion, and reduced incarceration time.

Should you have any questions concerning this award, please feel free to contact Ned Newlin at (360) 486-2401 or via email at [ned@waspc.org](mailto:ned@waspc.org). WASPC extends best wishes for the success of your grant program.

Sincerely,

Steven D. Strachan  
Executive Director

SDS:dg

cc: Ned Newlin, Jail Services Liaison  
File

---

<u>President</u> <b>KEN THOMAS</b> <i>Chief—Des Moines</i>	<u>President Elect</u> <b>JOHN SNAZA</b> <i>Sheriff—Thurston County</i>	<u>Vice President</u> <b>CRAIG MEIDL</b> <i>Chief—Spokane</i>	<u>Past President</u> <b>BRIAN BURNETT</b> <i>Sheriff—Chelan County</i>	<u>Treasurer</u> <b>BRIAN WINTER</b> <i>Sheriff—Yakima County</i>
<b>STEVE CROWN</b> <i>Chief—Wenatchee</i>	<b>RONNIE ROBERTS</b> <i>Chief—Olympia</i>	<u>Executive Board</u> <b>GARY JENKINS</b> <i>Chief—Pullman</i>	<b>BILL BENEDICT</b> <i>Sheriff—Clallam County</i>	<b>MARK NELSON</b> <i>Sheriff—Cowlitz County</i>
<b>RICK SCOTT</b> <i>Sheriff—Grays Harbor County</i>	<b>MARK COUEY</b> <i>Director—OIC Criminal Investigations Unit</i>	<b>JOHN BATISTE</b> <i>Chief—WA State Patrol</i>	<b>JAY TABB</b> <i>SAC—FBI, Seattle</i>	<b>STEVEN D. STRACHAN</b> <i>Executive Director</i>



## City Council

### Approval of Antenna Lease Agreement with Sprint Spectrum Limited Partnership at the Bush Water Storage Tank Site

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 4.C  
**File Number:** 18-0851

---

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

---

#### **Title**

Approval of Antenna Lease Agreement with Sprint Spectrum Limited Partnership at the Bush Water Storage Tank Site

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve the Antenna Lease Amendment No. 1 with Sprint Spectrum Limited Partnership (L.P.) and authorize the City Manager to sign the lease amendment.

#### **Report**

##### **Issue:**

Whether to approve the antenna lease amendment with Sprint Spectrum L.P.

##### **Staff Contact:**

Meliss Maxfield, Director of General Services, Public Works Department/General Services, 360.753.8202.

##### **Presenter(s):**

None - Consent Calendar Item.

#### **Background and Analysis:**

Sprint Spectrum L.P. has been leasing space from the City of Olympia since 2007. They are requesting to enter into an additional five-year lease term with the City of Olympia.

The property is located at the Bush Street Water Storage Tank, 505 Birch Street, NW, Olympia, Washington.

The City of Olympia enters into this lease amendment with Sprint Spectrum L.P. as Lessor. They will be compensating the City of Olympia for the ground and utilities easement portion of the lease. The Water Utility will receive a total of \$101,059 over the next five years. The annual lease rates are

consistent with other agencies in our area and other western Washington public agencies.

**Neighborhood/Community Interests (if known):**

N/A

**Options:**

1. Approve Antenna Lease Amendment No. 1 with Sprint Spectrum L.P. and authorize the City Manager to sign the lease amendment. The annual rent provides revenue to the Water Utility's annual operating budget.
2. Do not approve Antenna Lease Amendment No. 1 with Sprint Spectrum L.P. The Water Utility would lose approximately \$18,658 - \$21,827 in annual revenue at this site over the next five years, which would be inconsistent with the City of Olympia's Wireless Telecommunication Master Plan.

**Financial Impact:**

The revenue to the Water Utility from this lease is \$18,658.19 for the first year. Annual rent will increase four percent per year for the remaining five years of the lease, with revenue totaling \$101,058.78.

**Attachments:**

Agreement

**CITY OF OLYMPIA**

**GROUND LEASE AGREEMENT**

**Bush Street Water Storage Tank**

**505 Birch Street NW, Olympia, WA 98501**

**Carrier: SPRINT SPECTRUM L.P.**

**Site ID: SE03XC427**

This non-exclusive Lease Agreement ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **City of Olympia**, herein referred to as "Lessor", "Olympia" and "City", and **Sprint Spectrum L.P.**, a Delaware limited partnership, herein referred to as "Lessee".

**IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. Property, Area, and Antenna Facilities

A. Olympia hereby grants to Lessee the non-exclusive right to occupy a portion of the Bush Street Water Storage Tank Site, the legal description for which is shown on the attached Exhibit A1, The Property Legal Description, and Exhibit A2, The Area Lease Legal Description, which shall hereafter be called "the Property." Provided, however, that Lessee's use shall be limited as shown on the attached Exhibit A2, which shall hereafter be called "the Area."

B. The parties acknowledge that the Property was previously leased by and between Lessee and Olympia under the terms and conditions of that certain Antenna Lease Agreement dated April 17, 2007, as amended by Amendment No. 1 to Antenna Lease Agreement dated March 16, 2012 (collectively, the "Previous Lease"). The term of the Previous Lease expired on March 31, 2017; however, Lessee has continued to lease the Area under the Previous Lease on a month-to-month basis through December 31, 2017. Olympia and Lessee hereby irrevocably agree to terminate their respective rights and obligations under the Previous Lease effective as of the end of the day December 31, 2017 without necessity of any additional documentation, and commencing January 1, 2018 (the "Commencement Date"), the terms and conditions of this Lease shall be the sole instrument governing Lessee's lease of the Area and use of access and utilities routes by Lessee from Olympia on the Property. Notwithstanding anything to the contrary contained herein, the Lessee's Equipment (defined below) was initially installed on the Area on April 1, 2007.

2. Permitted Use

A. "Ground Equipment" shall include, but is not limited to, equipment installed on the permitted ground leased Area, and includes but is not limited to such items as switches, power supplies, batteries, equipment shelter, generator, generator shelter, accessories, and necessary appurtenances. The Ground Equipment may be referred to as the "Equipment" (see attached Exhibit B, Equipment). Said

Equipment shall be considered Lessee's personal property and not fixtures, regardless of how it is attached to Olympia's Property. Any upgrade or other alteration to the "Equipment" that would result in an increase from the original leased square footage occupied by the Lessee's Equipment on the Area, as depicted in the Exhibit A2, the Area, and Exhibit B, Equipment, shall be subject to review and approval by Olympia prior to installation, which approval shall not be unreasonably withheld, delayed or conditioned, and may be subject to an adjustment to the rent based on the pricing structure under Exhibit C, Pricing Structure, and the annual escalation under Section 3.B, Rent Adjustment, payable by Lessee hereunder.

B. Any other use of the Area shall cancel this Lease. This Lease does not grant to Lessee any zoning or land use approvals for the uses mentioned herein. Lessee shall obtain any and all land use and zoning approvals as are necessary for its operations, including but not limited to, permits for buildings, structures, towers, and antennas. Olympia agrees, at no cost to Olympia, to cooperate (by signing as property owner for all applications and/or permits that are required by governmental agencies) with Lessee in making application for and obtaining all licenses, permits, and any and all necessary approvals that may be required for Lessee's intended use of the Area as provided in this Lease. Olympia grants Lessee reasonable access through the Property to the Area twenty-four (24) hours a day, seven (7) days a week and for utilities necessary to operate the Equipment.

C. Lessee shall provide City with as-built drawings of the Equipment and improvements installed on the leased Area, which show the actual location of all Ground Equipment within thirty (30) days of the Commencement Date of this Lease and within thirty (30) days of completion of any material alterations to the Equipment thereafter. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment actually placed on the leased Area.

### 3. Compensation.

#### A. Rent.

Lessee shall pay rent ("Rent") to Olympia in the amount of Eighteen Thousand Six Hundred Fifty-Eight and 19/100 Dollars (\$18,658.19) annually, the calculation for which is attached hereto as Exhibit C, Pricing Structure, commencing on the Commencement Date. The Rent shall be due and payable annually on or before January 1<sup>st</sup> of each year, subject to the annual adjustment set forth in Section 3.B, Rent Adjustment. Partial years at the beginning and end of the term of this Lease shall be prorated. Payment shall be made to the Director of Finance and Budget at Olympia City Hall, 601 4<sup>th</sup> Avenue East Olympia, WA 98507. Notwithstanding anything contained herein to the contrary, the Rent for the first year of the term will be due and owing within thirty (30) days following Licensee's receipt of a fully executed copy of this Agreement.

#### B. Rent Adjustment.

The annual Rent shall be increased on January 1<sup>st</sup> of each year by an amount of four percent (4%). Any additional changes in the leased Area shall be amended in the Exhibit B, Equipment and Exhibit C, Pricing Structure, to reflect the increases in Rent amount.



C. Late Charge.

In the event the Lessee fails to make any payment of Rent or any other payment due hereunder within ten (10) business days of the due date, the City shall be entitled to a late fee from the Lessee, the City shall be entitled to collect from the Lessee a late charge equal to ten percent (10%) of the past due amount. Acceptance of late Rent payments or any other payments by the City from the Lessee after any breach by the Lessee shall not constitute a waiver of any such breach or any other breach.

D. Leasehold Excise Tax.

In addition to such annual Rent, Lessee shall also pay to Olympia, to the Director of Finance and Budget as set forth above, leasehold excise taxes assessed pursuant to RCW 82.29A and OMC Chapter 3.36, if applicable. Lessee shall pay all personal property taxes, leasehold taxes, other taxes and assessments, if any, assessed on, or any portion of, the Equipment and Lessee's improvements made to the Property.

E. Failure to Pay.

Any failure to pay Rent or any amount due in Section 3.A or 3.B, or any other amount to be paid by Lessee under the terms of this Lease, within thirty (30) days of Lessee's receipt of written notice that such amounts are past due shall be considered a breach of contract and shall entitle the City to pursue all remedies legally available, including the right to terminate this Lease.

F. Assignment and Sublease.

No assignment, transfer, or sublease (including those deemed approved pursuant to Section 17A) shall release Lessee from Lessee's obligations under this Lease or alter the liability of Lessee to pay the Rent and to perform all other obligations to be performed by Lessee hereunder. As a condition to Olympia's approval, any potential assignee otherwise approved by Olympia shall assume all obligations of Lessee under this Lease and shall be jointly and severally liable with Lessee for the payment of Rent and performance of all terms, and conditions of this Lease.

4. Disclaimer of Liability and Indemnity.

A. Olympia shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of or in any way related to Lessee's construction, maintenance, repair, use, operation or dismantling of the Area or its Equipment, except to the extent that any such injury or damage arises out of the sole negligence, or any willful or intentional acts of Olympia, its employees, or agents.

B. Lessee shall defend, indemnify and hold harmless Olympia, its officers, agents, employees, from any and all claims, lawsuits, actions, damages or costs, (including but not limited to reasonable attorneys' fees), or liability whatsoever which arises from Lessee's use of the Property, Area and Equipment. The foregoing promise shall include, but not be limited to, claims of radio, television, or microwave interference, antitrust violations and anticompetitive acts, liability due to falling objects such



as antennas, attachments of equipment and lines on the Property, and liability due to any other condition of plaintiff's equipment, facilities or operations that arise out of Lessee's use and/or occupancy of the Property, Area and Equipment. This obligation shall survive expiration or termination of this Lease. Lessee shall not be responsible to defend, indemnify or hold harmless Olympia for the solely negligent acts or omissions or willful misconduct of Olympia, its employees or agents.

In the event that Lessee fails or refuses to accept Olympia's tender of any claim or lawsuit, said tender having been made subject to this Section 4, and said refusal is subsequently determined by a court having jurisdiction to have been a wrongful refusal on the part of the Lessee, then Lessee shall indemnify Olympia for all of Olympia's costs for defense of the action and all costs of recovering under this indemnification clause, including attorneys' fees, and any damages, liability and/or settlements for which a reasonableness determination is made.

C. Lessee specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under the workers' compensation acts, disability benefits acts, or other employee benefits acts. Lessee's duty to defend, indemnify and hold Olympia harmless shall include, as to all claims, demands, losses and liability to which it applies, Olympia's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.

THE PARTIES HERETO CERTIFY THAT THE WAIVER IN Section 4C ABOVE WAS MUTUALLY NEGOTIATED BY THE PARTIES.

D. Lessee shall be liable to Olympia for any damage or loss caused by Lessee's agents, employees, or representatives to the Property.

E. In the event any action or proceeding shall be brought against the City of Olympia or its agents, officers or employees by reason of any matter for which the same are indemnified hereunder, the Lessee shall, upon notice from Olympia, at the Lessee's sole cost and expense, defend the same with legal counsel reasonably selected by the Lessee; provided however, that the Lessee shall not admit liability for, nor enter into any compromise or settlement of, any such matter on behalf of Olympia without Olympia's prior written consent.

F. Each party shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this Section. Olympia shall cooperate with Lessee in the defense of any action subject to the defense, indemnification and hold harmless provisions hereof, and may participate in the defense of any litigation with Olympia's own legal counsel.

G. Except for indemnification pursuant to this Section 4 and Section 12, neither party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential

damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort, strict liability or otherwise.

H. Nothing in the preceding paragraphs of Section 4 shall be construed to create any additional liability to any third party. Rather the preceding provisions are solely for the purpose of allocating risk and liability between the parties to this Lease.

#### 5. Insurance.

While this Lease is in effect or while any Equipment is located on the Property, Lessee shall maintain in effect and pay for a policies of insurance in according with OMC 11.10.220 as follows:

Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:

1. \$3,000,000.00 for bodily injury or death to each person;
2. \$3,000,000.00 for property damage resulting from any one accident; and
3. \$5,000,000.00 per occurrence.

Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000.00 for each person and \$3,000,000.00 for each accident;

Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; however, Lessee may self-insure this coverage in accordance with statutory requirements in the State of Washington.

Comprehensive form premises, operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$3,000,000.00;

Olympia and its agents, officers and employees shall be named as additional insureds under such policies.

Lessee shall deliver to Olympia a certificate evidencing such insurance coverage upon execution of this Lease, and that coverage shall not be terminated without sixty (60) days written notice to Olympia.

#### 6. Security.

A. Pursuant to OMC 11.10.250, Lessee shall obtain a performance bond (the "fund") for the benefit of the City in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00), or such lesser amount as deemed necessary by the Community Planning and Development Director, which fund shall be maintained at the sole expense of the Lessee so long as any of the Lessee's Equipment is located upon the City's Property.

B. The fund shall serve as security for the full and complete performance of this Lease, including any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any

failure attributable to the Lessee to comply with this Lease or the codes, ordinances, rules, regulations, or permits of the City.

C. Before any sums are withdrawn from the fund, the City shall give thirty (30) days written notice to the Lessee:

1. Describing the default to be remedied, or the damages, costs or expenses, which the City has incurred by reason of Lessee's default;
2. Providing a reasonable opportunity for Lessee to first remedy the existing or ongoing default, if applicable;
3. Providing a reasonable opportunity for Lessee to pay any monies due the City before the City withdraws the amount thereof from the fund, if applicable; and
4. That the Lessee will be given an opportunity to review the default described in the notice with the City's representative or designee.

D. Lessees shall replenish the security fund within thirty (30) days after written notice from the City that there is a deficiency in the amount of the fund.

#### 7. Term and Renewal.

The term of this Lease is approximately five (5) years, commencing on the Commencement Date and expiring on December 31, 2022, unless sooner terminated as provided herein. In the event Lessee wishes to extend this Lease at the end of the initial five (5) year term, Lessee shall give notice to Olympia at least one hundred eighty (180) days before expiration of the then current initial term. The decision to extend this Lease shall be within the sole but reasonable discretion of Olympia, in accordance with the terms of Olympia Municipal Code 11.08.060. Notwithstanding anything stated herein to the contrary, Lessee may not extend this Lease, unless it is in full compliance with all terms and conditions contained herein. Unless Lessee wishes to extend this same Lease, it shall comply with the terms of Olympia Municipal Code 11.08.020.

#### 8. Amendment.

Lessor hereby delegates authority to those staff members who hold the positions designated in this Section to authorize amendments to Exhibits "A," "B," and "C" as necessary for the proper administration of this Lease. All amendments to this Lease must be in written form, signed by the authorized representative for both parties, dated, and filed with each party prior to taking effect.

LESSOR: **CITY OF OLYMPIA**  
ATTN: Water Resources Line of Business Director  
Public Works Department  
P.O. Box 1967  
Olympia, WA 98507-1967

9. Breach.

A. In the event Lessee shall violate any term or condition of this Lease, Olympia shall give notice in writing to Lessee to cease the violation and comply with the terms of this Lease. If Lessee fails to cease the violation and comply within thirty (30) days of receipt of such written notice, Olympia may terminate this Lease and reenter the Area upon prior written notice to Lessee. Olympia's failure to use remedies provided herein shall not constitute a waiver by Olympia. Olympia may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the breach within the time periods provided in this Section.

B. In the event there is a breach by Olympia with respect to any of the provisions of this Lease or Olympia's obligations under it, Lessee shall give Olympia written notice of such breach. After receipt of such notice, Olympia shall have thirty (30) days in which to cure any such breach. If Olympia fails to cure the breach within the cure period set forth herein above, Lessee shall have the right to all remedies available to it at law and in equity, including but not limited to the right to terminate this Lease upon written notice thereof to Olympia. Lessee's failure to use remedies provided herein shall not constitute a waiver by Lessee. Lessee may not maintain any action or effect any remedies for default against Olympia unless and until Olympia has failed to cure the breach within the time periods provided in this Section.

10. Condition of Property upon Termination.

Subject to Sections 12 and 14, upon termination of this Lease, Lessee shall return the Area to Olympia in good, undamaged, useable condition, normal wear and tear excepted, and shall remove all above-ground Equipment from the Property within thirty (30) days after the effective termination date. Lessee shall be liable to Olympia for any unpaid annual Rent as of the date of termination of this Lease.

11. Notice.

Any notice required to be given under this Lease shall be deemed given three (3) days subsequent to deposit of such notice(s), properly addressed, in the United States mail, postage prepaid, sent by registered or certified mail, return receipt requested, or by a nationally recognized courier service.

TO LESSOR:                   **CITY OF OLYMPIA**  
                                  ATTN: Public Works Department  
                                  601 4<sup>th</sup> Avenue East  
                                  Olympia, WA 98507-1967

TO LESSEE:                   **SPRINT SPECTRUM L.P.**  
                                  Attn: Sprint Property Services  
                                  Site ID: SE03XC427A  
                                  Fixed Asset #:  
                                  6391 Sprint Parkway  
                                  Overland Park, KS 66251

With a copy to: **SPRINT SPECTRUM L.P.**  
Sprint Law Department  
Attn: Real Estate Attorney  
Site ID: SE03XC427A  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, KS 66251-2020

The copy sent to Lessee's Law Department is an administrative step that alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

12. Alteration.

Lessee shall not make any alterations, additions, or improvements in the Area, which are not within the usual and customary method of installation of its Equipment, without first obtaining the consent of Olympia in writing, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, additions, and improvements to the Area shall be at the sole cost and expense of Lessee and shall become the Property of Olympia, excluding Lessee's Equipment, and be surrendered with the Property as a part thereof at the termination of this Lease, without disturbance, molestation, or injury, including but not limited to all foundations and utilities. At the City's discretion, all above-ground alterations, additions and improvements, and Equipment shall be removed by the Lessee within ninety (90) days after the termination of this Lease and Lessee's receipt of Olympia's written request to remove such improvements.

13. Cooperation

Olympia will cooperate with Lessee's efforts to obtain utilities, electrical power, and telephone services necessary to operate Lessee's Equipment.

If Lessee shall perform work in the Property with the consent of Olympia, Lessee agrees to comply with all applicable laws, ordinances, rules, regulations and Engineering Design and Development Standards of the City of Olympia and any other authorized applicable governmental authority.

Lessee shall have the right to alter, replace, enhance and upgrade the Equipment at the Area at any time during the term of this Lease with equipment that is of similar or smaller size in share or number, upon prior written notice to Olympia; provided, however that such changes shall not cause measureable interference with existing facilities or operations at the Property. For other alterations, including but not limited to an increase in the height of the Equipment, increase in the use of ground space on site, or the substitution of substantially larger equipment, the Lessee must satisfy requirements set forth in Section 2, Permitted Use of this Lease and Olympia will approve such alterations, with such approval not to be unreasonably withheld, conditioned or delayed.

#### 14. Ownership and Removal of Improvements.

All foundations, utilities, landscaping and all other improvements, including fixtures, except Lessee's Equipment, shall become the property of Olympia upon expiration or termination of this Lease. In the event that Olympia requires removal of such above-ground improvements and restoration upon the expiration or earlier termination of this Lease, such removal and restoration shall be accomplished at the sole expense of Lessee and completed within ninety (90) days after the termination of this Lease and Lessee's receipt of written notice from Olympia requiring removal of the improvements. In the event Equipment is left upon the Property after expiration or termination of this Lease, it shall become the property of Olympia if not removed by Lessee upon thirty (30) days written notice from Olympia. If such time for removal causes Lessee to remain on the Area at the termination of this Lease, Lessee shall pay Rent at the then existing monthly rate or on the existing monthly prorate basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures, and all personal property are completed.

#### 15. Interference with Other Users.

A. The City acknowledges, for purposes of this Section 15, that Lessee has leased the Area and been operating its Equipment thereon since April 1, 2007. The City has previously (prior to April 1, 2007) entered into leases with other tenants for their equipment and antennae facilities ("pre-existing tenants") on the Property. Lessee acknowledges that the City is also leasing the City's Property to other tenants for the purposes of transmitting and receiving telecommunication signals from the City's Property. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the City's Property that may be caused by the use and operation of any other tenant's equipment, even if caused by new technology. In the event that any other tenant's activities interfere with the Lessee's use of the City's Property, and the City and Lessee cannot work out this interference with the other tenants using commercially reasonable efforts, the Lessee may seek injunctive relief against the interferer or, upon written notice to the City, terminate this Lease and restore the Area in accordance with the terms of Sections 10, 12 and 14 herein above. The City and Lessee shall cooperate with all other tenants to identify the causes of and work towards the resolution of any electronic or radio frequency interference problems. In addition, the Lessee agrees to eliminate any radio or television interference caused to City-owned facilities or surrounding residences at Lessee's own expense and without installation of extra filters on City-owned equipment. Lessee further agrees to accept such interference as may be received from City owned and operated telecommunications or other facilities located upon the City's Property prior to the Commencement Date of this Lease.

B. The Equipment that Lessee installs shall be of the type and frequency which will not cause measurable interference, as defined by the Federal Communications Commission (the "FCC"), to any currently (as of the Commencement Date of this Lease) licensed and operating communications equipment of Olympia, or other pre-existing tenants on the tower or at the Property. In the event Lessee's Equipment causes such interference, Lessee shall take all reasonable steps necessary to correct and eliminate the interference. Lessee shall eliminate any radio or television interference caused to

Olympia owned and operated facilities located on the Property prior to the Commencement Date of this Lease at Lessee's sole expense and without installation of extra filters on Olympia-owned equipment.

C. Upon the Commencement Date of this lease, Lessee shall provide written assurance, in a format reasonable and customarily accepted by the federal government, ensuring that Lessee's Equipment complies with all applicable federal requirements for radio frequency (RF) emissions, and that Lessee's Equipment does not cause measurable interference with other equipment located on the Property.

D. Lessee understands that no use of the Property will be permitted which exceeds federal RF emissions standards at the boundaries of the Property. If the cumulative RF emissions levels ever exceed applicable federal standards, all users of the Property, including Lessee, will cooperate to bring the overall RF emissions into compliance. Notwithstanding the foregoing, the last user to add equipment on the Property that causes radio frequency interference and/or causes the cumulative RF emissions levels on the Property to exceed permissible levels shall have primary responsibility to investigate the cause of the interference and to incur the expense to cure the interference. If the interference cannot be cured using commercially reasonable efforts, such user shall remove from the Property the equipment that causes the interference.

E. Lessee's installation, operation, and maintenance of its Equipment shall not damage or materially interfere in any way with Olympia's facility operations or related repair and maintenance activities of Olympia's owned and operated facilities located at the Property, or with such activities of other pre-existing tenants at the Property. Lessee agrees to cease all such actions which materially interfere with such use by Olympia of the Property immediately upon actual notice of such interference, except for intermittent testing to determine if the interference has been cured; provided however, in such case, Lessee shall have the right to terminate this Lease.

F. Olympia does not guarantee to Lessee subsequent noninterference with Lessee's Equipment operations; provided, however, that in the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional antenna or transmission facility on the Property, the procedures of this Section shall govern to determine whether such antenna or transmission facility will interfere with Lessee's Equipment operations. If Olympia receives any such request, the Lessee causing the interference shall take steps to remove such interference, which include technical specifications submitted to Olympia for review. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Lessee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objections within said thirty (30) day period shall be deemed consent by Lessee to the installation of antennas or transmission facilities pursuant to said proposal. If Lessee gives notice of objection due to interference during such 30 day period and Lessee's objections are verified by Olympia to be valid, then Olympia shall not proceed with such proposal unless Olympia modifies the proposal in a manner determined, in Olympia's reasonable judgment, to adequately reduce the interference. In that case, Olympia may proceed with and be allowed to place antennas or other communications facilities on the Property regardless of potential or actual interference with Lessee's use, provided



however, if Lessee's use of the Area is materially affected in Lessee's sole discretion, Lessee may terminate this Lease.

16. Hazardous Substances.

Olympia represents that it has no knowledge of any substance, chemical, or waste (hereafter called "Hazardous Substance") on the Property that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Lessee shall not introduce any such Hazardous Substance on the Property in violation of any applicable law. Lessee represents warrants and agrees that its use of the Area and the Property shall be in compliance with all applicable state and federal environmental laws. Lessee will be solely responsible for and shall defend, indemnify, and hold Olympia, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Property associated with the introduction by Lessee to the Property of such Hazardous Substance(s). Olympia will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Substances from any and all sources other than those Hazardous Substances introduced to the Property by Lessee. The obligations of this Section 16 shall survive the expiration or other termination of this Lease.

17. Assignment; Sublease.

A. Lessee shall not assign or transfer this Lease or sublease all or any portion of the Area either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation; nor shall title thereto, either legal or equitable, or any right or property interest therein pass to or vest in any entity without the prior written consent of Olympia, which consent shall not be unreasonably withheld, conditioned or delayed; Lessee shall promptly notify Olympia of any proposed change in, or transfer of, or acquisition by any other party of control of the Lessee. Any such assignment, transfer, or sublease shall make this Lease subject to cancellation unless and until Olympia shall have consented thereto.

B. Notwithstanding the foregoing, this Lease shall not be assigned or sublease if Lessee is in violation of any provision thereof.

C. Notwithstanding anything contained herein to the contrary, this Lease may be sold, assigned or transferred by the Lessee without approval or consent of Olympia to the Lessee's, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market, defined by the Federal Communications Commission in which the Property is located, by reason of a merger, acquisition or other business reorganization. Lessee shall notify Olympia within sixty calendar days (60) after the conclusion of such activities. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

Notwithstanding anything to the contrary, Olympia acknowledges and agrees that Sprint Spectrum L.P.'s interest in this Agreement will be automatically assigned to Sprint Spectrum Realty Company, LLC immediately upon the Effective Date pursuant to that certain Amended and Restated Assignment and Assumption Agreement dated Jul. 1, 1996, as amended by that certain [First] Amendment to Amended and Restated Assignment and Assumption Agreement dated Sept. 23, 2008. Olympia further acknowledges and agrees that this provision serves as the required notice to Olympia of any assignment from Sprint Spectrum L.P. to Sprint Spectrum Realty Company, LLC under this Section and no further notice or consent of Olympia will be required.

18. Venue.

In the event of suit to enforce the terms and conditions of this Lease, venue shall be in the Superior Court in Thurston County, Washington. Washington law shall apply, and the prevailing party shall be awarded costs and reasonable attorney's fees.

19. Liens.

By law, no lien may attach to public property. If Lessee has work performed on the Property, Lessee shall inform all of its contractors, subcontractors, suppliers, materialmen, laborers, and others who may have a lien against private property that they are prohibited from claiming a lien on City's Property.

20. Termination.

In addition to termination under Section 9 herein, Lessor may terminate this Lease after written notice to Lessee of its intent to do so given at least one hundred eighty (180) days prior to such termination; provided there is a bona fide threat of public health and safety hazard to the public caused or contributed to by Lessee's continued use of the Area (as permitted herein). Lessee may terminate this Lease with six (6) months written notice. Such termination shall be permitted in the event Lessee wishes to terminate this Lease at any time for any reason.

21. Right of Entry.

Olympia, and its agents, officers, and employees, may enter the Area (excluding the interior of the equipment shelter, unless accompanied by a representative of the Lessee) upon twenty-four (24) hours prior written notice to Lessee for the purpose of conducting inspection for compliance with this Lease or to conduct other business; provided, however, that in no event will Olympia modify, remove, relocate or otherwise tamper with the Equipment. In the event of an emergency, Olympia's agents, officers, and employees may enter the Area without notice to Lessee. Olympia shall be liable for any damage to the Equipment caused by Olympia or its duly authorized agents, officers and employees.

22. Whole Agreement.

This Lease contains the whole and entire agreement between the parties as to the transaction contained herein, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Both parties have read this Lease, understand its contents, and have

opportunity to consult with their respective attorneys regarding it. Any amendments to this Lease must be in writing and executed by both parties.

23. Maintenance and Security.

A. Lessor shall maintain the Property (except for the Equipment and those parts of the Area Lessee has exclusive use and control of), including the water tank and access to the Area, in good repair and tenable condition during the term of this Lease. Olympia has no responsibility for maintenance of or security for the Equipment placed upon the Property by Lessee.

B. Lessee shall have the right to install private utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Lessee shall install separate meters for utilities it uses on the Property.

C. Lessee shall, at its own expense, maintain those parts of the Area Lessee has exclusive use and control of and its Equipment in a safe condition, in good repair and in a manner reasonably acceptable to Olympia. Additionally, Lessee shall keep those parts of the Area it has exclusive use and control of free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard, or any undue vibration, heat or noise. Lessee shall have the responsibility for the maintenance, repair and security of its Equipment and leasehold improvements. Lessee's Equipment shall, at all times, be painted, at Lessee's expense, the same color as the underlying City's Property to which its Equipment is attached, or other color as Olympia may specify. Any tree pruning or cutting that Lessee deems is reasonably required for installation and/or maintenance of the Area Lessee and/or Lessee's Equipment shall require Lessee to obtain permission from Olympia, and shall follow best management practices in accordance with City Code.

D. In the event that Olympia desires to make water tank repairs, or conduct maintenance or painting of the Property, Olympia agrees to provide sixty (60) days written notice to Lessee. Lessee agrees to accommodate Olympia by taking whatever action is necessary to secure the improvements of Lessee, or to remove them temporarily, if necessary, in order for Olympia to make repairs and do the maintenance. Olympia will use its best efforts to speedily take care of any work that requires Lessee to remove or otherwise disable its Equipment. If Lessee is required to temporarily remove all or any of its Equipment or disable its operations to accommodate Olympia's repair or maintenance work, Olympia agrees to permit Lessee to place and operate temporary transmission and reception facilities on the Property in a mutually acceptable location until such time as Lessee is able to relocate its Equipment back to the Area and/or recommence operations therefrom; use and operation of such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. Olympia agrees that the Rent shall be abated until Lessee's use of the Area and right to operate its Equipment therefrom is restored, unless Lessee places and operates temporary transmission and reception facilities on the Property.

E. Olympia may require an annual site visit to discuss the general conditions of "The Area". If a site visit is needed, a mutually agreed upon date and time will be determined. The Lessee and any sublessee must post onsite a 24 hour emergency phone number.

24. Warranty of Title and Quiet Enjoyment.

Olympia warrants that: (i) Olympia owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances, and restrictions affecting Lessee's use; (ii) Olympia has full right to make and perform this Lease; and (iii) Olympia covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants, and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Property subject to this Lease. If Olympia sells or transfers all or any portion of the Property affecting the Property, any such sale, hypothecation, or transfer of all or any portion of the Property shall be made subject to the terms, provisions, and conditions of this Lease.

25. Holding Over.

Any holding over after the expiration of the term hereof, with the consent of Olympia, shall be construed to be a tenancy from month to month at two times the Rent, or two hundred percent (200%) herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

26. Acceptance of Area.

Lessee is currently in possession of the Area and has been since April 1, 2007; Lessee accepts the Area in the condition existing as of the date it took exclusive possession thereof. Except as provided elsewhere in this Lease, Olympia makes no representation or warranty with respect to the Area's fitness for Lessee's particular purpose. Lessee shall, upon not less than forty-five (45) days prior request by Olympia, deliver to Olympia an estoppel statement in writing certifying that (a) this Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which Rent and other charges have been paid; (c) so far as the person making the certificate knows, Olympia is not in default under any provisions of this Lease; and (d) such other factual matters as Olympia may reasonably request.

27. Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

28. Non-Waiver.

Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of their respective rights hereunder shall not waive such rights, but such party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Olympia after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

29. Miscellaneous.

A. Olympia, and Lessee represent that each, respectively, has full right, power and authority to execute this Lease.

B. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

C. Over the term of this Lease, the Lessee will give reasonable consideration to adopting, installing and using new technologies on the Property which would reduce the footprint, height, width and/or area occupied by its equipment.

D. The Property houses critical structures and infrastructure necessary for the delivery of safe drinking water and fire suppression water. Any risks to such associated with the installation and operation of the Lessee's Equipment on or around the infrastructure must be minimized. The City's ability to operate and maintain its infrastructure must not be impeded or compromised in any way. In the event Lessee's Equipment or actions conflict with these purposes, this Lease may be terminated at any time.

[SIGNATURES ON FOLLOWING PAGES]

a

Approved as to form:

W. Dale Kammerer

for City Attorney

LESSOR:

**CITY OF OLYMPIA**

By: \_\_\_\_\_

Name: Steve R. Hall

Title: City Manager

Date: \_\_\_\_\_

STATE OF WASHINGTON )

) ss.

COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ for \_\_\_\_\_, that executed the within and 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 stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State of KANSAS,  
residing at \_\_\_\_\_

My commission expires \_\_\_\_\_.

*Handwritten mark*

LESSEE:

**Sprint Spectrum L.P.**

a Delaware limited partnership

By: Silvia J. Lin

Name: Silvia J. Lin

Title: Manager, Real Estate

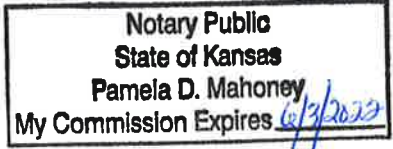
Date: 7/16/2018

STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

Acknowledgment by Corporation  
Pursuant to Uniform Acknowledgment Act

On this 16th day of July 2018, before me personally appeared Silvia J. Lin to me known to be the manager, Real Estate for **Sprint Spectrum L.P.**, a Delaware limited partnership, that executed the within and 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 stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Pamela D. Mahoney  
Print Name: Pamela D. Mahoney  
NOTARY PUBLIC in and for the State of KANSAS,  
residing at Johnson County  
My commission expires 6/3/2022

9

Date: June 1, 2017  
Project: Bush Street Tank AT&T Lease

**EXHIBIT "A1"**  
**BUSH TANK SITE LEGAL DESCRIPTION**  
Burdened Parcel

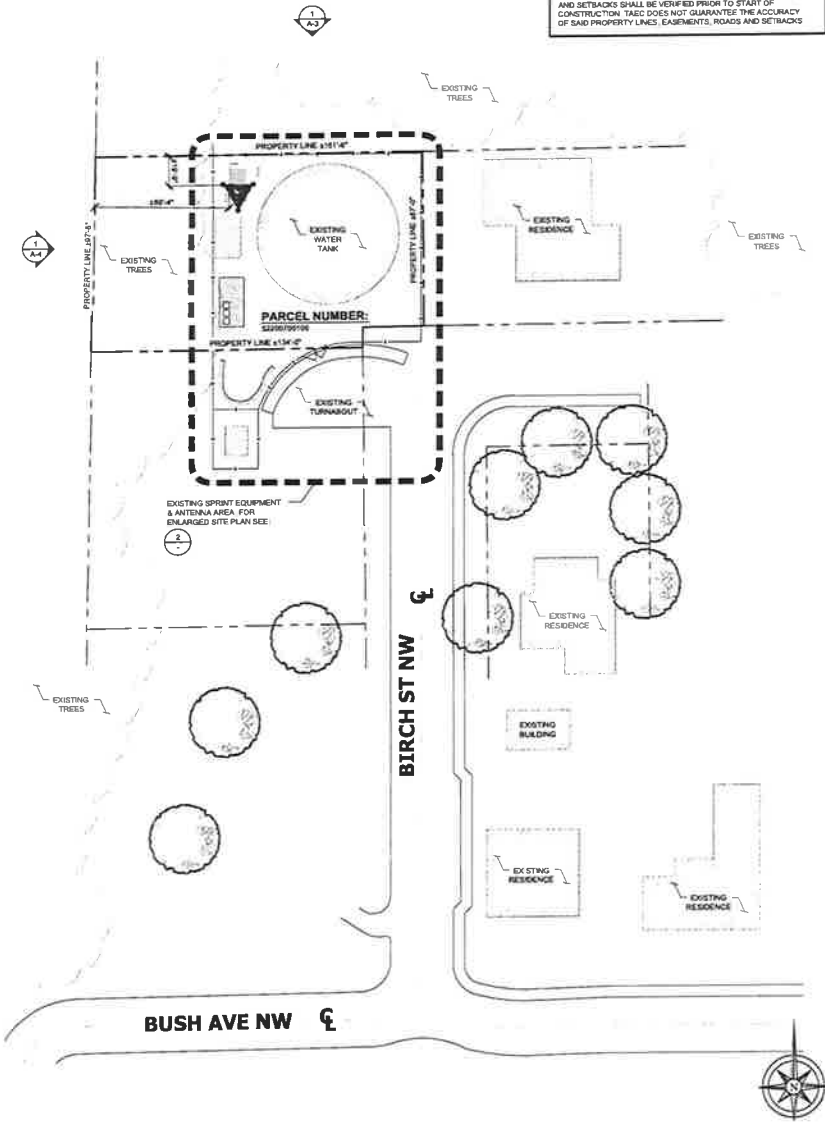
Lots 1 and 2, Block 7 of Hale Western Addition to Olympia as recorded in Volume 2 of Plats, Page 3; TOGETHER with the vacated street adjoining said Lot 2 on the South and the West half of the vacated street adjoining said Lots on the East.





Exhibit A-2

**DISCLAIMER**  
 THESE DRAWINGS WERE PRODUCED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY. ALL PROPERTY LINES, EASEMENTS, AND SETBACKS SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. T&E DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINES, EASEMENTS, ROADS AND SETBACKS.

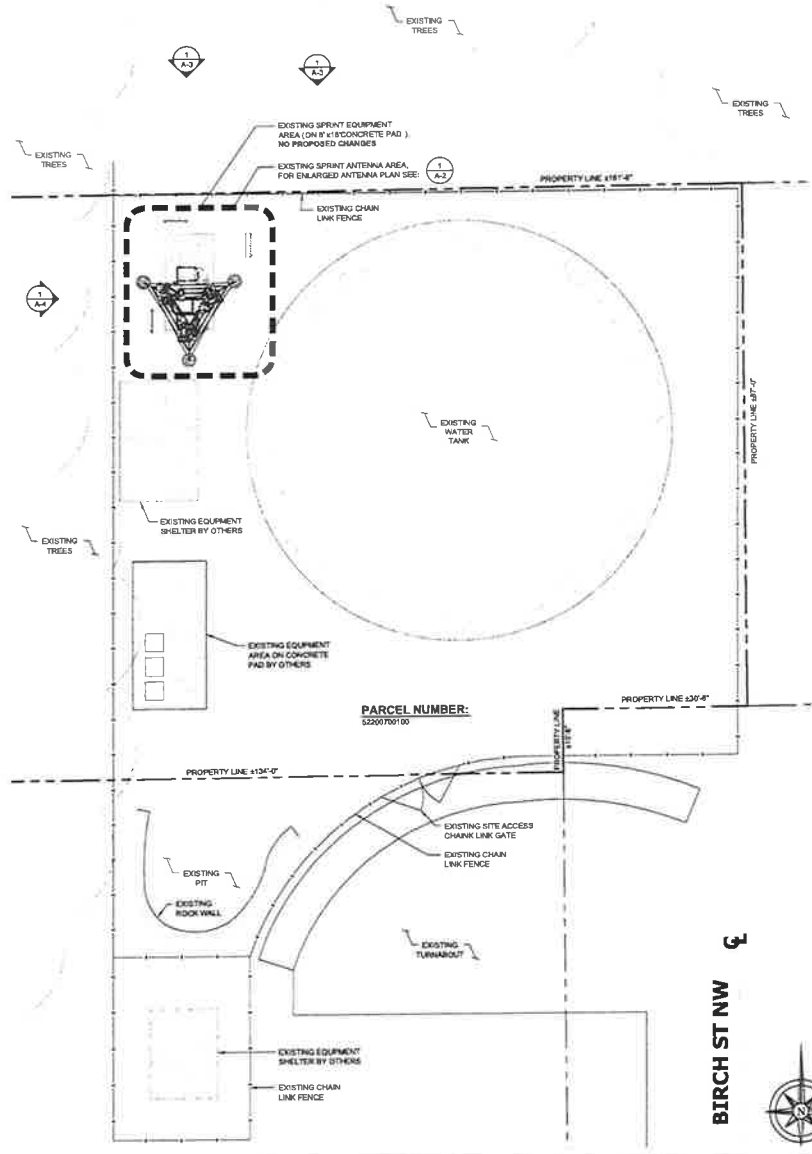


OVERALL SITE PLAN

30' 0 15' 30' SCALE: 1" = 30'-0" (24x36)  
 (OR) 1/2" = 30'-0" (11x17)

1

ENLARGED SITE PLAN



10' 0' 5' 10' SCALE: 1" = 10'-0" (24x36)  
 (OR) 1/2" = 10'-0" (11x17)

2



PLANS PREPARED BY:



PNW MARKET OFFICE  
 650 SOUTH ORCAS STREET NR-103  
 SEATTLE, WA 98108

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THESE SETS OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL. TO PREVENT ANY USE OR REPRODUCTION OTHER THAN AS IT RELATES TO SPRINT IS STRICTLY PROHIBITED.

PROJECT INFORMATION:

**CAPITAL MALL**  
**SE03XC427**  
 505 BIRCH ST NW  
 OLYMPIA, WA 98507

REVISIONS

REV.	DATE	DESCRIPTION	BY
A	07/21/17	ISSUED FOR 90% TO REVIEW	RWS
B	08/02/17	ISSUED FOR 100% CD	CMR

LICENSURE:



SHEET TITLE:

**OVERALL SITE PLAN & ENLARGED SITE PLAN**

SHEET NUMBER:

**A-1**

**EXHIBIT B**

**EQUIPMENT**

<b>Ground Space and Equipment</b>		
<b>Ground facility description and size (concrete pad with fencing and gate, building, etc.)</b>	<b>List equipment (Generator, control box, etc.)</b>	<b>Others</b>
8' x 16' Concrete Pad	Equipment Cabinets	Underground utilities

*a*

**EXHIBIT C**  
**SPRINT AT BUSH SITE**  
**PRICING STRUCTURE**

<b>Include Ground Facility, Equipment Utility, Electrical and Conduit Runs</b>	
2018 Annual Rent	Ground Facility Rent
\$18,658.19	\$18,658.19

**Sub-total \$18,658.19**

<b>Payment Schedule</b>		
Lease Period	Annual Escalation (4%)	Annual Rent
2018		\$18,658.19
2019	\$746.33	\$19,404.52
2020	\$776.18	\$20,180.70
2021	\$807.23	\$20,987.93
2022	\$873.10	\$21,827.45

*Handwritten mark*



## City Council

### Approval of a Resolution Authorizing the Lease of City-Owned Property Located at 911 Adams Street SE to the Commons at Fertile Ground

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 4.D  
**File Number:** 18-0795

---

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

---

#### **Title**

Approval of a Resolution Authorizing the Lease of City-Owned Property Located at 911 Adams Street SE to the Commons at Fertile Ground

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve the resolution authorizing the City Manager to execute all documents necessary to lease the property located at 911 Adams Street SE to The Commons at Fertile Ground, a Washington nonprofit corporation.

#### **Report**

##### **Issue:**

Whether to approve lease of the property located at 911 Adams Street SE to The Commons at Fertile Ground.

##### **Staff Contact:**

Mark Barber, City Attorney, 360.753.8338

##### **Presenter(s):**

None - Consent Calendar Item

#### **Background and Analysis:**

On August 3, 2018, the City of Olympia (City) acquired the real property located at 911 Adams Street SE, Olympia, Washington (the Property). Because of its location and zoning, the property is suitable for high-density residential development, economic development, library expansion or a park, all of which are stated needs and objectives in the City's Downtown Strategy.

Since 2010, The Commons at Fertile Ground (The Commons), a Washington non-profit corporation, has leased the property for use as a community garden, meeting space, and food nook. Staff recommends the City enter into a lease agreement with The Commons so it may continue its current

use while a long-term vision for the property is developed by the City.

**Neighborhood/Community Interests (if known):**

The EcoHouse, which is located on the property, offers the community affordable office, meeting, and event space options inside a green building and/or outdoors in a natural setting. Leasing of the property will allow The Commons to continue to provide this unique benefit to the community, while saving the City the expense of maintaining and monitoring the property.

**Options:**

1. Approve the Resolution authorizing the City Manager to execute all documents necessary to lease 911 Adams Street, SE, Olympia, Washington to The Commons at Fertile Ground, a Washington nonprofit corporation.
2. Do not authorize lease of 911 Adams Street, SE, Olympia, Washington to The Commons at Fertile Ground, a Washington nonprofit corporation. This will mean the property will stand vacant unless leased to another organization or company, or until the City develops and implements its long-term vision for the Property.

**Financial Impact:**

The lessee shall be responsible for maintenance and upkeep of the structures and landscaping upon the property. The proposed Lease Agreement also provides for the lessee to insure the premises and to add the City as an additional insured. A lease will save the City the expense of maintaining and monitoring the Property while the City determines its future use.

**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 THE COMMONS AT FERTILE GROUND FOR LEASE OF THE PROPERTY LOCATED AT 911 ADAMS STREET SE, OLYMPIA, WASHINGTON.**

**WHEREAS**, on August 3, 2018, the City of Olympia (City) acquired the property located at 911 Adams Street SE, Olympia, Washington (the Property); and

**WHEREAS**, because of its location and zoning, the property is suitable for high density residential development, economic development, library use or a park, all of which are stated needs in the City's Downtown Strategy; and

**WHEREAS**, since 2010, The Commons at Fertile Ground (The Commons), a Washington nonprofit corporation, has leased the property and the structures thereon for use as a community garden, meeting space, and food nook; and

**WHEREAS**, City staff and The Commons have negotiated terms and conditions for The Commons continued lease of the property; and

**WHEREAS**, the Olympia City Council determines it to be in the best interest of the City of Olympia to lease the property to The Commons so it may continue its current use and serve the community while a long-term vision for the property is developed;

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

1. The Olympia City Council hereby approves the Lease Agreement between the City of Olympia and The Commons at Fertile Ground for lease of the property located at 911 Adams Street SE, Olympia, Washington upon the agreed terms within the Lease Agreement.
2. The City Manager is directed and authorized to execute on behalf of the City the Lease Agreement between the City of Olympia and The Commons at Fertile Ground and any other documents necessary to execute said Lease Agreement, and to make any 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 \_\_\_\_\_ 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:



\_\_\_\_\_  
CITY ATTORNEY



**LEASE AGREEMENT  
BETWEEN  
THE CITY OF OLYMPIA AND THE COMMONS AT FERTILE GROUND**

THIS LEASE AGREEMENT is made and entered into between the City of Olympia, a Washington municipal corporation (hereinafter referred to as “OLYMPIA”), and The Commons at Fertile Ground, a Washington nonprofit corporation, (hereinafter referred to as “THE COMMONS”), and collectively referred to herein as “the Parties.”

On August 3, 2018, OLYMPIA acquired title to the real property at 911 Adams Street SE, Olympia, Washington. Because of its location and zoning, the property is suitable for high-density residential development, economic development, library expansion or a park, all of which are stated needs and objectives in OLYMPIA’s Downtown Strategy.

Since 2010, THE COMMONS has leased the property for use as a community garden, meeting space, and food nook. OLYMPIA desires to enter into a lease agreement so THE COMMONS may continue its current use, while a long-term vision for the property is developed by OLYMPIA.

**LEASE**

1. **Premises.** In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, OLYMPIA hereby leases to THE COMMONS the real property and structures thereon commonly located at 911 Adams St SE, Olympia, Washington, and more specifically legally described as set forth in “Exhibit A,” which is attached hereto and incorporated by reference.
2. **Term of Lease.** This lease shall commence on September 1, 2018 and shall terminate on December 31, 2019. This lease may be extended upon mutual agreement of the Parties.
3. **Rent.** THE COMMONS agrees to pay OLYMPIA, as rental payment hereunder, the annual total of **One Dollar and No Cents** (\$1.00) U.S. Payment shall be made by check payable to the City of Olympia and provided to OLYMPIA’s Accounts Receivable office located at 601 4<sup>th</sup> Ave E, P.O. Box 1967, Olympia, Washington 98507-1967.
4. **Annual Report.** THE COMMONS agrees to provide OLYMPIA with a written annual report summarizing participation, and activities upon the leased premises, and the financial status of the organization each year. This report will be submitted by June 15 of each following calendar year to Mike Reid, Economic Development Director, City of Olympia, P.O. Box 1967, Olympia, Washington 98507-1967.



5. Utilities. THE COMMONS agrees that it 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 THE COMMONS.
6. Maintenance and Repair. THE COMMONS shall provide 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, painting, interior repair, and toilet articles. THE COMMONS is responsible for all repairs necessary due to the negligence of THE COMMONS, his/her agents, invitees, contractors or employees.
7. Repairs and Alterations. THE COMMONS agrees to keep the leased premises clean and in a sanitary condition, to repair and/or pay to repair any and all damage to the leased premises caused by THE COMMONS, and upon surrendering possession, to leave the leased premises in good condition, except for ordinary wear and tear. THE COMMONS will not make any alterations, additions, or improvements without prior written consent of OLYMPIA. THE COMMONS will not commit any waste or damage of the leased premises.
8. Damage by Casualty. In the event said leased premises shall be destroyed or damaged by fire or other casualties so that the same shall be unfit for use or occupancy, then OLYMPIA shall, within fifteen (15) days after said casualty, notify THE COMMONS whether or not OLYMPIA elects to rebuild the premises and lease it in the same manner. If OLYMPIA elects not to rebuild the premises, then this lease shall be terminated and all rents will be adjusted as of said date of OLYMPIA's decision. If OLYMPIA elects to rebuild the premises, then the rent shall be suspended for such period as THE COMMONS is not in possession and until the premises can be made fit for THE COMMONS's occupancy. OLYMPIA and THE COMMONS 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.
9. Indemnification / Hold Harmless. THE COMMONS shall defend, indemnify, and hold harmless OLYMPIA, 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 THE COMMONS's use of the premises, or from the conduct of THE COMMONS's business, or from any activity, work or thing done, permitted, or suffered by THE COMMONS in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of OLYMPIA . It is further specifically and expressly understood that the indemnification provided herein constitutes THE COMMONS'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 THE COMMONS and OLYMPIA. The provisions of this section shall survive the





expiration or termination of this lease.

#### 10. Insurance Requirements.

##### A. Insurance Term

THE COMMONS shall procure and maintain for the duration of this lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with THE COMMONS's operation and use of the leased premises.

##### B. No Limitation

THE COMMONS's maintenance of insurance as required by this lease shall not be construed to limit the liability of THE COMMONS to the coverage provided by such insurance, or otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

##### C. Minimum Scope of Insurance

THE COMMONS shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. OLYMPIA shall be named as an additional insured on THE COMMONS'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.

2. Property insurance shall be written on an all risk basis.

##### D. Minimum Amounts of Insurance

THE COMMONS shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

##### A. Other Insurance Provisions

THE COMMONS's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respects



OLYMPIA. Any insurance, self-insurance, or self-insured pool coverage maintained by OLYMPIA shall be excess of THE COMMONS's insurance and shall not contribute with it.

B. Acceptability of Insurers

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

C. Verification of Coverage

THE COMMONS shall furnish OLYMPIA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of THE COMMONS.

D. Waiver of Subrogation

THE COMMONS and OLYMPIA hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

E. OLYMPIA's Property Insurance

OLYMPIA maintains property insurance covering any buildings or structures for its full replacement value.

F. Notice of Cancellation

THE COMMONS shall provide OLYMPIA with written notice of any policy cancellation within two business days of its receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of THE COMMONS to maintain the insurance as required shall constitute a material breach of lease, upon which OLYMPIA may, after giving five business days' notice to THE COMMONS 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 OLYMPIA on demand by THE COMMONS.

H. Public Entity Full Availability of Lessee Limits



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

I. Alcohol Sale or Consumption upon Leased Premises.

If alcohol is either sold or consumed on the leased premises, THE COMMONS agrees to obtain Liquor Liability insurance in the amount of \$1,000,000 each occurrence. OLYMPIA 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 OLYMPIA.

11. Publicity. THE COMMONS agrees to provide OLYMPIA, specifically Kellie Purce Braseth, Strategic Communication Director, (360) 753-8361, with any and all publicity information affecting the Leased Premises.
12. Termination. This lease may be terminated in its entirety at any time by either party by thirty (30) days' notice in writing or email to the other party of such termination, as provided in Paragraph 21 of this lease.
13. Assignment and Subleasing. THE COMMONS shall not assign this lease nor sublet the leased premises without the prior written consent of OLYMPIA. THE COMMONS agrees to pay all rent, maintenance and repair costs and all other expenses and costs contained herein. The collection of any and all assigned or sublet costs as agreed to between parties will be the sole responsibility of THE COMMONS.
14. Furniture. THE COMMONS shall provide, at its own expense, all furniture necessary for its possession and use in or upon the leased premises.
15. Rules. THE COMMONS 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 OLYMPIA.
16. Default. It is agreed that if THE COMMONS shall abandon or vacate said leased premises before the end of the term, or if any rent shall be due and unpaid, or if default is made of any of the covenants and agreements to be performed by THE COMMONS as set forth herein, then OLYMPIA may, at its option, enter upon said leased premises and re-let the same for such rent and upon such terms as OLYMPIA may see fit, and if the full rental herein shall not be realized by OLYMPIA over and above any expenses to OLYMPIA to such re-letting, THE COMMONS will pay all deficiency promptly upon demand, or OLYMPIA may declare



said lease terminated and forfeited and take possession of the said leased premises. THE COMMONS agrees to pay reasonable attorney's fees and court costs should it be necessary to enforce any of OLYMPIA's remedies in this paragraph.

18. Audits. Upon request, THE COMMONS shall make all financial information, including revenues and expenses, available to OLYMPIA. Financial reserves shall likewise be made available. Any terms, conditions, or restrictions attached to operating or reserve funds shall be identified. Information must be itemized to show the revenues, expenses, and cash reserves of each component program of THE COMMONS.
19. Equipment Failure. OLYMPIA 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.
20. Security of Premises. THE COMMONS is responsible for securing all areas under its lease. OLYMPIA shall not be responsible for any loss sustained by THE COMMONS as a result of failure to properly secure facilities. Additionally, THE COMMONS will indemnify, defend and hold OLYMPIA harmless from any liabilities, claims, suits or damages for any and all loss sustained by OLYMPIA arising out of THE COMMONS's failure to secure and protect the leased premises.
21. Notices. All notices required or given under this lease shall be given to the following persons:

LESSOR: City of Olympia  
Contact Person: Mike Reid, Economic Development Director  
Address: Olympia City Hall  
601 4<sup>th</sup> Avenue East  
PO Box 1967  
Olympia, Washington 98507-1967  
Telephone: (360) 753-8591  
Email: [mreid@ci.olympia.wa.us](mailto:mreid@ci.olympia.wa.us)

LESSEE: The Commons at Fertile Ground  
Contact Person: Chris van Daalen or Karen Nelson  
Address: 311 9<sup>th</sup> Avenue SE  
Olympia, Washington 98501-1349  
Telephone: (360) 789-9669  
Email: [Chris@EcoBuilding.org](mailto:Chris@EcoBuilding.org)

22. Nondiscrimination. THE COMMONS 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. THE COMMONS also agrees that it shall not discriminate in the use of the property by community groups for meetings supporting or opposing a ballot measure or candidate to the extent that the facilities are made available on an equal access, nondiscriminatory basis to all groups, but that THE COMMONS shall not permit community groups to use the property or facilities to produce materials (e.g., campaign signs, brochures, or mailers) that support or oppose a ballot measure.

23. Entire Agreement. This lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this agreement requested by either party may only be by mutual agreement, in writing signed by duly authorized representatives of the parties. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
24. Interpretation/Venue/Jurisdiction. The rights and obligations of the parties and all interpretations and performance of this lease shall be governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this lease. If any portion of this lease 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 in Thurston County, Washington and jurisdiction is in the Thurston County Superior Court.
25. Ratification. Any act consistent with the terms of this lease, but prior to its final execution is hereby ratified and affirmed.

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

\*\* SIGNATURES ON FOLLOWING PAGE \*\*



CITY OF OLYMPIA

APPROVED AS TO FORM:

*Mark Barber*

Steven R. Hall, City Manager

Mark Barber, City Attorney

Date \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On the \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me STEVEN R. HALL, to me known to be the City Manager of the City of Olympia, a 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.

Signature \_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

THE COMMONS AT FERTILE GROUND

By: *Karen Nelson*  
Its: *Board President*  
Date: *9/10/18*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On the 10th day of September 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Karen Nelson, to me known to be the Board President of The Commons at Fertile Ground, a Washington non-profit corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said non-profit corporation for the uses and purposes therein mentioned and on oath states that she is authorized to execute the said instrument.

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



*Heather R. Reed*  
Signature \_\_\_\_\_  
Print Name: Heather R. Reed  
NOTARY PUBLIC in and for the State of Washington,  
residing at Thurston County  
My commission expires 7-29-21



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**LOTS 3 AND 4 IN BLOCK 39 OF SYLVESTER'S PLAT OF OLYMPIA, AS  
RECORDED IN VOLUME 1 OF PLATS, PAGE 14.**

**SITUATE IN THURSTON COUNTY, WASHINGTON.**



## City Council

# Approval of a Resolution Designating the Thurston Regional Planning Council as the Lead Entity for the Water Resources Inventory Area 13

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 4.E  
**File Number:** 18-0873

---

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

---

### Title

Approval of a Resolution Designating the Thurston Regional Planning Council as the Lead Entity for the Water Resources Inventory Area 13

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to Approve a Resolution designating the Thurston Regional Planning Council (TRPC) as the Lead Entity for the Water Resources Inventory Area (WRIA) 13.

### Report

#### Issue:

Whether to designate the TRPC as the Lead Entity for the WRIA 13.

#### Staff Contact:

Steve Hall, City Manager, 360.753.8244

Andy Haub, Director of Water Resources, 360.570.3795

#### Presenter(s):

None - Consent Calendar Item.

### Background and Analysis:

Lead entities were created by the Legislature in 1999 and perform an essential role in salmon recovery in Washington State. Lead entities are watershed-based organizations that solicit, develop, prioritize and submit habitat protection and restoration projects to the Washington State Salmon Recovery Funding Board (SRFB) for funding. Lead entities establish and support a Citizens Committee and Technical Advisory Group, develop and adapt strategies, review potential projects and garner community support for salmon recovery.



For the last 20 years, the Thurston County District (TCD) has been the lead entity for WRIA 13 (the Deschutes River watershed) and has supported a number of City projects designed to aid in salmon recovery. Earlier this year, the City was informed of challenges inhibiting the TCD for continuing its role as Lead Entity.

Following discussions with other WRIA 13 stakeholders and the TRPC, general consensus was reached acknowledging TRPC's capacity to act as lead entity, specifically noting its regional scope and long history of successfully convening stakeholder groups and long history of successfully convening stakeholders.

On August 8, 2018 the Olympia City Council sent letters to the TRPC and Washington State Recreation and Conservation Office supporting a change in the lead agency role for administering State Salmon Recovery act funds. At its September 7, 2018 board meeting, the TRPC Board unanimously approved taking the lead role in WRIA 13, providing its founding members agreed to the action. So far three have agreed and three more are pending action.

**Neighborhood/Community Interests (if known):**

Numerous groups and individuals in Olympia support salmon restoration work.

**Options:**

1. Approve the resolution
2. Amend and approve the resolution
3. Do not approve the resolution

**Financial Impact:**

Moving the funds to TRPC would ensure that nearly \$800,000 in State funds are preserved for salmon recovery grants in this region.

**Attachments:**

Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, DESIGNATING THE THURSTON REGIONAL PLANNING COUNCIL AS LEAD ENTITY FOR COMMUNITY-BASED COORDINATION AND PRIORITIZATION OF SALMON HABITAT RESTORATION PROJECTS IN WATER RESOURCES INVENTORY AREA (WRIA) 13.**

**WHEREAS**, in 1999, the Washington State Legislature created the Salmon Recovery Funding Board to coordinate the protection and restoration of salmon habitat through local Lead Entities for each Water Resource Inventory Area (WRIA); and

**WHEREAS**, Lead Entities work at the watershed level to facilitate a citizen's committee that coordinates the selection and prioritization of salmon habitat restoration projects with input from technical experts and watershed stakeholders; and

**WHEREAS**, designation of a Lead Entity by the County, Cities, and Tribe with jurisdiction over land within WRIA 13 is required to enable project proponents to receive grants from the Salmon Recovery Funding Board; and

**WHEREAS**, the Thurston Conservation District, who has been the WRIA 13 Lead Entity for 20 years, is no longer capable of fulfilling the requirements of Lead Entity; and

**WHEREAS**, designation of a Lead Entity in WRIA 13 to perform the duties as outlined in RCW Chapter 77.85 requires a letter of support or resolution from the City of Olympia and other WRIA 13 jurisdictions; and

**WHEREAS**, the City of Olympia recognizes a need for salmon recovery and habitat restoration, and it is in the best interests of the City to work cooperatively with other jurisdictions in the watershed; and

**WHEREAS**, the Thurston Regional Planning Council has indicated an interest in assuming the role of Lead Entity for WRIA 13 and as the fiscal agent for the Lead Entity duties as outlined in RCW Chapter 77.85; and

**WHEREAS**, the Thurston Regional Planning Council has a proven track record of convening successful stakeholder processes and in managing federal and state grants.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OLYMPIA** that the Thurston Regional Planning Council is hereby designated as Lead Entity for WRIA 13, the Deschutes River watershed, for purposes of coordinating salmon habitat restoration efforts, prioritizing projects for funding, and serving as the fiscal agent for the Lead Entity duties as outlined in RCW Chapter 77.85.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY



## City Council

### Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County for the Shared Expenses for a Comprehensive Comparable Feasibility Study of Siting a New County Courthouse within Olympia City Limits

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 4.F  
**File Number:** 18-0868

---

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

---

#### **Title**

Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County for the Shared Expenses for a Comprehensive Comparable Feasibility Study of Siting a New County Courthouse within Olympia City Limits

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to committee.

##### **City Manager Recommendation:**

Move to approve the resolution approving an interlocal agreement and authorizing the City Manager to sign the agreement with Thurston County for the shared expenses of a Courthouse Consulting Contract

#### **Report**

##### **Issue:**

Whether to approve an Interlocal agreement with Thurston County that will examine the siting of a new County courthouse within the City limits of Olympia, County seat of Thurston County.

##### **Staff Contact:**

Mark Rentfrow, Downtown Liaison, CP&D, 360.570.3798

##### **Presenter(s):**

Mark Rentfrow, Downtown Liaison, CP&D, 360.570.3798  
Rick Davis, Thurston County, 360.791.8449

**Background and Analysis:** Thurston County government has occupied its current facilities since 1978. Many building systems are reaching the end of their life span. Major facility deficiencies are

presently being experienced and are expected to worsen. The Board of County Commissioners is considering the most prudent course of action for the future and whether it is best to reconstruct and expand the existing campus and buildings or build a new Courthouse and Administration complex elsewhere within the City Limits of Olympia.

The County commissioned a Comparative Feasibility Study in 2015 to: (a) document current and future space needs and (b) develop a comparison of alternative concepts including renovation / expansion / adaptive reuse of the existing Buildings as well as new construction options

The County requires a qualified and experienced firm to provide expert support for the following types of project planning services including but not limited to:

- Project feasibility analysis and evaluation
- Site Master Planning
- Space Programming

After completing a detailed Request for Proposals application process and review (which included representatives from the City of Olympia, Thurston County Administrative Services, Thurston County District Court, Thurston County Sheriff's Office, and others), a contract for providing these services was awarded to the selected firm Thomas Architecture Studios, who will serve as the consultant. The professional services provided by the consultant under the on-call contract may include one or more of the following services:

A. Planning, analysis, assessment, evaluation, investigation, development of recommendations, scoping, cost estimating;

B. Preparing procedures, plans, studies, reports, correspondence, and meeting notes;

C. Support public outreach including preparing and participating in briefings to staff, citizens, and elected officials, as well as organizing, coordinating, and staffing public meetings

The Interlocal agreement defines financial and project management responsibilities for the City and the County. Under the agreement, the City role is limited to passing funds from the City to the County. Thurston County will act as the lead agency on behalf of the jurisdictions in administering the consultant agreement. The lead agency will submit invoices to the City for their share of the costs performed under the Consultant Agreement.

#### **Neighborhood/Community Interests (if known):**

The location of a new Courthouse and administrative complex has the potential to impact surrounding neighborhoods. At this time the consultant will be asked to complete a feasibility analysis based on three different locations, each of which carry their own unique costs and benefits.

#### **Options:**

1. Approve an Interlocal Agreement with Thurston County for the shared expenses of Courthouse Consulting Services
2. Do not approve an Interlocal Agreement Approve an Interlocal Agreement with Thurston

County for the shared expenses of Courthouse Consulting Services

**Financial Impact:**

The total cost of the consultant contract will not to exceed \$200,000. Thurston County will pay 75% (not to exceed \$150,000) and Olympia will pay 25% (not to exceed \$50,000) of the final negotiated contract amount. Funds are available in to cover this expense.

**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 FOR CONSULTING SERVICES**

**WHEREAS**, over the past year, leadership from Thurston County (the County) and the City of Olympia (the City) have been working collaboratively on a project to either reconstruct the current Thurston County Courthouse Complex or build a new Courthouse and Civic Center facility; and

**WHEREAS**, Thurston County government has occupied its current facilities since 1978, many building systems are reaching the end of their life span, and major facility deficiencies are presently being experienced and are expected to worsen; and

**WHEREAS**, the Thurston County Board of County Commissioners is considering the most prudent course of action for the future and whether it is best to reconstruct and expand the existing campus and buildings or build a new Courthouse and Administration complex elsewhere within the city limits of Olympia, which is the county seat of Thurston County; and

**WHEREAS**, the County commissioned a Comparative Feasibility Study in 2015 to: (a) document current and future space needs, and (b) develop a comparison of alternative concepts including renovation/expansion/adaptive reuse of the existing Buildings as well as new construction options; and

**WHEREAS**, the County requires a qualified and experienced firm to provide expert support for the following types of project planning services including but not limited to: project feasibility analysis and evaluation, site master planning, and space programming; and

**WHEREAS**, after completing a detailed RFP application process and review which included representatives from the City of Olympia, Thurston County Administrative Services, Thurston County District Court, Thurston County Sheriff's Office, and others, it has been recommended that a contract for providing the required planning services be awarded to the selected firm Thomas Architecture Studios; and

**WHEREAS**, the City and the County agree that it is mutually beneficial to share the cost of the forthcoming Thurston County Courthouse and Civic Center Project Comprehensive Comparable Facility Study consultant contract in order to reduce the costs for each jurisdiction and to better collaborate in the study process; and

**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 Consulting Services and 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 for Consulting Services, and any other documents necessary to execute said Interlocal Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Interlocal Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

## INTERLOCAL AGREEMENT FOR CONSULTING SERVICES

This Interlocal Agreement (“Agreement”) is entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals, between the City of Olympia, Washington, a municipal corporation, and Thurston County, Washington, a municipal corporation, collectively referred to as “Jurisdictions” and individually as “Jurisdiction.” In consideration of the terms, conditions, covenants, and performances contained herein, it is mutually agreed by the Jurisdictions as follows:

1. Purpose

The Jurisdictions agree that it is mutually beneficial to share the cost of the forthcoming Thurston County Courthouse and Civic Center Project Comprehensive Comparable Feasibility Study consultant contract. By doing so, the cost of negotiating with the consultant will be reduced for each Jurisdiction and the study process will result in much better collaboration. To that end, the Jurisdictions have agreed to participate in the Professional Consulting Services (“Consultant Contract”), which includes its consultants’ and subconsultants’ Scope of Work, attached hereto as Exhibit “A” and incorporated herein by reference.

2. Term

The term of this Agreement shall be effective upon the approval of the last Jurisdiction’s governing body, and shall be effective through December 31, 2019, unless amended pursuant to Section 7 of this Agreement. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

3. Payment and Scope of Work

The total cost of the consultant contract is anticipated not to exceed \$200,000. Thurston County will pay 75% (not to exceed \$150,000) and Olympia will pay 25% (not to exceed \$50,000) of the final negotiated contract amount.

4. Lead Agency

Thurston County will act as the Lead Agency on behalf of the Jurisdictions in administering the Consultant Agreement. The Lead Agency will submit invoices to each Jurisdiction for their share of the costs performed under the Consultant Agreement. The Jurisdiction will remit payment to the Lead Agency no later than 30 days from the date of the invoice.

5. Relationship of the Jurisdictions

This Agreement is for the benefit of the Jurisdictions, and no third party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No administrator or joint board is created by this Agreement, although Thurston County will be the Lead Agency for the purposes set out in Section 4 herein. No common budget is to be established. No personal or real property is to be jointly acquired or held.



6. Indemnification and Hold Harmless

To the extent permitted by law, each Jurisdiction agrees to indemnify, defend and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.

The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.

The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by all Jurisdictions, or by one or more Jurisdictions.

7. Amendments

This Agreement may be amended only by mutual written agreement of all Jurisdictions executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

8. Termination

This Agreement may be terminated as to any single Jurisdiction when the terminating Jurisdiction provides written notice to all other Jurisdictions, as set out in Section 9, at least 60 days prior to its intended withdrawal from this Agreement. The withdrawing Jurisdiction agrees to be responsible for its share of any costs incurred or encumbered pursuant to this Agreement or the Consultant Agreement through the effective date of such withdrawal.

9. Jurisdiction Representative

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

**City of Olympia**, c/o City Manager, P.O. Box 1967, Olympia, WA 98507

**Thurston County**, c/o County Manager, 2000 Lakeridge Drive SW, Olympia, WA 98502

10. Governing Law and Venue

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

suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

11. Severability

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Jurisdictions' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

12. Entire Agreement

The Jurisdictions agree that this Agreement, including Exhibit A, is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

13. Non-Waiver of Rights

The Jurisdictions agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

14. Equal Opportunity to Draft

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement and Exhibit A. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

IN WITNESS WHEREOF the Jurisdictions hereto have caused this Agreement to be executed according to the terms written above and on the date set out below.

**CITY OF OLYMPIA**

**THURSTON COUNTY**

\_\_\_\_\_  
Steven R. Hall, City Manager    Date

\_\_\_\_\_  
Bud Blake, Chair of the Board of    Date  
County Commissioners

Approved as to form:



\_\_\_\_\_  
Mark Barber, City Attorney

Approved as to form:

\_\_\_\_\_  
Jon Tunheim, Prosecuting Attorney

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

## **EXHIBIT A**

### **BOCC-2018-001 - TASK ORDER 1**

#### **Thurston County Courthouse & Civic Center Project**

#### **Comprehensive Comparative Feasibility Study**

### **Background**

Thurston County (County) government has occupied its current facility since 1978. Many building systems are reaching the end of their life span. Major facility deficiencies alone are expected to approach \$25 million dollars in the next three years. The Board of County Commissioners (BoCC) is considering the most prudent course of action for the future and whether it is best to reconstruct and expand the existing campus and buildings or build a new Courthouse and Civic Center within the City Limits of Olympia, Washington.

### **1. PROJECT GOAL**

The study will provide the County with a detailed analysis of each potential site to be used by the BoCC to determine the scope, cost and location of a future project. The total budget for the study is estimated at \$150,000 - \$200,000.

### **2. PROJECT APPROACH**

The Consultant selected will work with the County's Special Projects Coordinator and the City of Olympia designated representative in the development and implementation of the Scope of Services. Other County and City staff will be engaged in the process to provide information as necessitated by the Consultant team.

### **3. SCOPE OF WORK**

Prepare a comprehensive comparative feasibility study for the following: (1) Renovation/Expansion of the Courthouse and Civic Center at its current location, (2) Construct a new Courthouse and Civic Center on the existing City of Olympia property on Plum Street where their existing Municipal Court is located (the Lee Creighton Justice Center) and (3) Construct a new Courthouse and Civic Center on the Harrison West property located at Harrison Avenue NW and Kaiser Road SW.

The study will need to address the following types of issues: life cycle costs, project costs, phasing, logistics, environmental, hazmat, zoning, site master plan with blocking level space planning, potential public & private partners, geotechnical, traffic impacts, parking, transit, best practices space planning criteria, accessibility, security, energy efficiency, public interface, customer service, and economic development.

The study will address project options with the following budget scenarios: (1) full space program projected through 2045 as outlined in the 2015 Comparable Feasible Study, and (2) maximum space utilizing space planning best practices criteria with a project budget ceiling of \$200M assuming a Design Build contract is awarded in the Summer of 2021.

### **New Courthouse & Civic Center**

Using the “Urban Blocks – Consolidated – Downtown” option from the 2015 Comparative Feasibility Study as a point of departure, consider the operational and service delivery space needs of the functions currently housed in County Buildings 1, 2, 3, 4, 5, and 6 in developing a feasibility option for constructing a new Courthouse and Civic Center building or complex of buildings on each of the following properties: (a) Lee Creighton Justice Center at 900 SE Plum Street (Parcel 78202500100) currently owned by the City of Olympia and (b) Harrison West Development at Harrison Avenue NW and Kaiser Road SW (Parcels 12817420900, 12817421300, 12817431300, 12817431400). Note: The Lee Creighton Justice Center site option will include space for both the Olympia Municipal Court and associated service groups presently working in the facility and the Thurston County space program.

### **Existing County Courthouse & Civic Center (2000 Lakeridge Drive, Olympia, WA)**

The following are three (3) options. It is expected the Consultant will explore other suggestions.

#### **Hilltop New Campus**

Using the “Hilltop New Campus” option from the 2015 Comparative Feasibility Study as a point of departure along with the 2016 Condition Assessment Report of the existing Courthouse complex, develop a feasibility option for potential renovation of Buildings 1 – 3 and the construction of a new Courthouse and Parking garage on the block where Buildings 4 & 6 are currently located.

#### **Hilltop Plaza Infill**

Using the “Hilltop Existing Campus” option from the 2015 Comparative Feasibility Study as a point of departure along with the 2016 Condition Assessment Report of the existing Courthouse complex, develop a feasibility option for potential renovation of Buildings 1 – 3 and the construction of a new Courthouse with structured parking in the plaza area between the three (3) existing buildings. Consider relocating all the functions from Buildings 4 – 6 into the new and renovated space making it possible to provide additional parking where Buildings 4 & 6 are presently located.

#### **Hilltop Plaza Reconstruction**

Using the “Hilltop Existing Campus” option from the 2015 Comparative Feasibility Study as a point of departure along with the 2016 Condition Assessment Report of the existing Courthouse complex, develop a feasibility option for potential reconstruction of Buildings 1 – 3 while expanding existing building(s) upward to provide Superior and District Court space with proper security and personnel circulation. Consider relocating all the functions from Buildings 4 – 6 into the renovated space in Buildings 1 & 3 making it possible to provide additional parking where Buildings 4 & 6 are presently located.

## **Cost Estimates**

Provide two (2) cost estimates for each of the options. The first estimate will address the 2045 Space requirements as shown in the "Programming Summary" section of the 2015 Comparative Feasibility Study and the second estimate will address the maximum space, utilizing space planning best practices criteria, with a project budget ceiling of \$200M. The construction portion of the estimates shall be Uniformat II. Costs shall include design, construction, construction administration, permits, taxes, furnishings, equipment, and moving expenses. Assume construction starts in the Summer of 2021. Estimates shall not include purchase of property.

## **Final Report**

The Final Report will be presented to the Thurston County Board of County Commissioners by the selected proposer. Additional presentations to other elected officials, department directors, and stakeholders may be required.

## **Reference Documents:**

### Hilltop Campus Expansion Site

- Comparative Feasibility Study by Ron Thomas Architects & HOK in 2015
- Facility Condition Assessment Final Report by MENG ANALYSIS in 2016

### City of Olympia Site on Plum Street

- 1975\_Site\_Eval\_\_\_Prelim\_Study\_proposed\_new\_Thurston\_Cty\_Courthouse-  
\_Hart\_Crowser\_Geotechnical\_Engineering-
- City\_Hall\_plans\_1964
- Justice\_Center\_remodel
- Landau\_Assoc\_1993\_AGR\_geotech\_eval\_\_\_prlim\_report\_on\_City\_Hall\_expansion\_project
- Old\_City\_Hall\_on\_Plum\_circa\_1960's.\_129\_pgs
- Feasibility\_Study\_File16-9060
- 2013 Facility Condition Assessment
- Asbestos Survey 2012
- BCA for ALL city owned buildings
- Haz. Mat. Report, NOW 2011

### Harrison West Property at Harrison Avenue & Kaiser Road

- Developer's Agreement
- Harrison West - Amended Developer's Agreement
- Harrison West Site Map and utilities
- WestCAP Monitoring Wells - 6-15-17
- WESTCAP Utility Easement Location - 4-23-18



## City Council

### Approval of an Ordinance Adopting Business License Threshold Language and Changes to the “Engaging in Business” Definition

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 4.G  
**File Number:** 18-0844

---

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

---

#### **Title**

Approval of an Ordinance Adopting Business License Threshold Language and Changes to the “Engaging in Business” Definition

#### **Recommended Action**

##### **Committee Recommendation:**

Approve the Finance Committee recommendation to adopt the Business License Threshold language and the changes to “engaging in business” definition.

##### **City Manager Recommendation:**

Move to approve the Finance Committee recommendation adopting Business License Threshold language and changes to “engaging in business” definition.

#### **Report**

##### **Issue:**

Whether to approve the Business License Threshold Language and the changes to “engaging in business” definition.

##### **Staff Contact:**

Thomas Donnelly, Accounting Supervisor, Administrative Services 360.570.3816

##### **Presenter(s):**

None - Consent Calendar Item

##### **Background and Analysis:**

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

In 2017, the Washington State Legislature passed House Bill 2005. In August 2017, a workgroup of municipal employees, business community representatives, and the Association of Washington Cities began developing standard language for the business license model threshold, which includes a \$2,000 minimum threshold for businesses not physically located within the City. The threshold allows a business to register, or renew, without having to pay a \$30 business license fee. Currently, all who engage in business in the City of Olympia are required to pay the \$30 business license fee. The

threshold only applies to general business licenses, not regulatory licenses. Additionally, the workgroup modified the definition of “engaging in business” to replace the current definition found in the “Model Business and Occupation Tax Ordinance,” which forms the basis for the City of Olympia’s business and occupation tax ordinance found in Title 5, Chapter 5.04 of the Olympia Municipal Code. The workgroup completed the model language on July 1, 2018.

On April 26, 2018, staff presented information to the Finance Committee on the new Business License threshold requirements recommending the threshold apply to all businesses. An estimated 1,477 businesses will qualify for the ‘no fee’ business license resulting in a reduction of \$44,310 business license fees.

It is required that these changes be adopted by January 1, 2019. The City of Olympia utilizes the Department of Revenue’s Business Licensing Service, which requires a 75-day notice to implement the new “no-fee” option; therefore, the changes must be adopted on or before October 17, 2018.

**Neighborhood/Community Interests (if known):**

Staff will update the information posted on the City’s website. The Department of Revenue is also updating their informational materials.

**Options:**

1. Move to approve the ordinance adopting the Business License Threshold language of \$2,000 and the changes to “engaging in business” definition.
2. Do not move to approve the ordinance adopting the Business License Threshold language of \$2,000 and the changes to “engaging in business” definition.
3. Council to provide alternate direction.

**Financial Impact:**

Estimated reduction in business license fees of \$44,310.

**Attachments:**

Ordinance

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING SECTIONS 5.02.040 AND 5.04.040 OF THE OLYMPIA MUNICIPAL CODE RELATING TO BUSINESS LICENSES**

**WHEREAS**, the 2017 State Legislature passed Engrossed House Bill (EHB) 2005, now codified as Chapter 35.90 RCW, requiring Washington Cities and Towns with business licenses to create a model business license ordinance with a minimum threshold and a definition of "engaging in business"; and

**WHEREAS**, the model business license ordinance and definition of "engaging in business" was finalized and made available to cities in July of 2018; and

**WHEREAS**, the City Staff recently reviewed the business licensing process and procedures and the definition of engaging in business set forth in OMC Title 5, Chapter 5.02, Section 5.02.040 and Chapter 5.04, Section 5.04.040, respectively; and

**WHEREAS**, the City Council reasonably believes that the adoption of this Ordinance is in furtherance of the health, safety, and welfare of the citizens of the City;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:**

**Section 1. Amendment of OMC 5.02.040.** Olympia Municipal Code 5.02.040 is hereby amended to read as follows:

**5.02.040 Exemptions**

A. \_\_\_\_\_ Non-profit organizations recognized by the State of Washington and Federal Government (e.g. 501(c)(3) are exempted from any fees this Chapter. However, they are not exempted from registering with the City of Olympia.

B. \_\_\_\_\_ For the purposes of this Chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the City is equal to or less than \$2,000 shall submit a business license registration to the Director or designee. The \$2,000 threshold does not apply to regulatory license requirements or activities that require a specialized permit. Businesses who meet the criteria described above are exempt from any City of Olympia license fees described in this Chapter.

**Section 2. Amendment of OMC 5.04.040.** Olympia Municipal Code 5.04.040 is hereby amended to read as follows:

**5.04.040 Definitions**

In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular.

"Advance" "reimbursement":



1. "Advance" means money or credits received by a taxpayer from a customer or client with which the taxpayer is to pay costs or fees on behalf of the customer or client.
2. "Reimbursement" means money or credits received from a customer or client to repay the taxpayer for money or credits expended by the taxpayer in payment of costs or fees of the customer or client.

"Agricultural product" "farmer":

1. "Agricultural product" means any product of plant cultivation or animal husbandry including, but not limited to: A product of horticulture, grain cultivation, vermiculture, viticulture, or aquaculture as defined in RCW 15.85.020; plantation Christmas trees; turf; or any animal including but not limited to an animal that is a private sector cultured aquatic product as defined in RCW 15.85.020, or a bird, or insect, or the substances obtained from such an animal. "Agricultural product" does not include animals intended to be pets.
2. "Farmer" means any person engaged in the business of growing or producing, upon the person's own lands or upon the lands in which the person has a present right of possession, any agricultural product whatsoever for sale. "Farmer" does not include a person using such products as ingredients in a manufacturing process, or a person growing or producing such products for the person's own consumption. "Farmer" does not include a person selling any animal or substance obtained therefrom in connection with the person's business of operating a stockyard or a slaughter or packinghouse. "Farmer" does not include any person in respect to the business of taking, cultivating, or raising timber.

"Artistic or cultural organization":

1. "Artistic or cultural organization" means an organization which is organized and operated exclusively for the purpose of providing artistic or cultural exhibitions, presentations, or performances or cultural or art education programs, as defined in subsection (10) of this section, for viewing or attendance by the general public.
2. The organization must be a not-for-profit corporation under Chapter 24.03 RCW
3. The organization must be managed by a governing board of not less than eight (8) individuals, none of whom is a paid employee of the organization or by a corporation sole under Chapter 24.12 RCW.
4. No part of its income may be paid directly or indirectly to its members, stockholders, officers, directors, or trustees, except in the form of services rendered by the corporation in accordance with its purposes and bylaws.

5. Salary or compensation paid to its officers and executives must be only for actual services rendered, and at levels comparable to the salary or compensation of like positions within the state.
6. Assets of the corporation must be irrevocably dedicated to the activities for which the exemption is granted and, on the liquidation, dissolution, or abandonment by the corporation, may not inure directly or indirectly to the benefit of any member or individual except a non-profit organization, association, or corporation which also would be entitled to the exemption.
7. The corporation must be duly licensed or certified when licensing or certification is required by law or regulation.
8. The amounts received that qualify for exemption must be used for the activities for which the exemption is granted.
9. Services must be available regardless of race, color, national origin, ancestry, religion, age, sex, marital status, sexual orientation, Vietnam or disable veteran status, or the present of any mental or physical disability.
10. The term "artistic or cultural exhibitions, presentation, or performances or cultural or art education programs" is limited to:
  - a. An exhibition or presentation of works of art or objects of cultural or historical significance, such as those commonly displayed in art or history museums;
  - b. A musical or dramatic performance or series of performances; or
  - c. An educational seminar or program, or series of such programs, offered by the organization to the general public on an artistic, cultural, or historical subject.

"Business": "Business" includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.

"Business and occupation tax": "Business and occupation tax" or "gross receipts tax" means a tax imposed on or measured by the value of products, the gross income of the business, or the gross proceeds of sales, as the case may be, and that is the legal liability of the business.

"By Product": See Product.

"Casual Sale": See Sale.

"Commercial" or "industrial use": Means the following uses of products, including by-products, by the extractor or manufacturer thereof:

1. Any use as a consumer;
2. The manufacturing of products including articles, substances or commodities;

"Company": See Person.

"Competitive Telephone Service": "Competitive telephone service" means the providing by any person or telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made.

"Consumer": "Consumer" means the following:

1. Any person who purchases, acquires, owns, holds, or uses any tangible or intangible personal property irrespective of the nature of the person's business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for a consumer other than for the purpose of:
  - a. resale as tangible or intangible personal property in the regular course of business;
  - b. incorporating such property as an ingredient or component of real or personal property when installing, repairing, cleaning, altering, imprinting, improving, constructing, or decorating such real or personal property of or for consumers;
  - c. incorporating such property as an ingredient or component of a new product or as a chemical used in processing a new product when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new product; or
  - d. consuming the property in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon;
2. Any person engaged in any business activity taxable under Section 5.04.060(G);
3. Any person who purchases, acquires, or uses any competitive telephone service as herein defined, other than for resale in the regular course of business;
4. Any person who purchases, acquires, or uses any personal, business, or professional service defined as a retail sale or retail service in this section, other than for resale in the regular course of business;

5. Any person who is an end user of software;
6. Any person engaged in the business of "public road construction" in respect to tangible personal property when that person incorporates the tangible personal property as an ingredient or component of a publicly-owned street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle by installing, placing or spreading the property in or upon the right-of-way of a publicly-owned street, place, road, highway, easement, bridge, tunnel, or trestle or in or upon the site of a publicly-owned mass public transportation terminal or parking facility;
7. Any person who is an owner, lessee or has the right of possession to or an easement in real property which is being constructed, repaired, decorated, improved, or otherwise altered by a person engaged in business;
8. Any person who is an owner, lessee, or has the right of possession to personal property which is being constructed, repaired, improved, cleaned, imprinted, or otherwise altered by a person engaged in business;
9. Any person engaged in "government contracting." Any such person shall be a consumer within the meaning of this subsection in respect to tangible personal property incorporated into, installed in, or attached to such building or other structure by such person;

Nothing contained in this or any other subsection of this section shall be construed to modify any other definition of "consumer."

"Delivery": "Delivery" means the transfer of possession of tangible personal property between the seller and the buyer or the buyer's representative. Delivery to an employee of a buyer is considered delivery to the buyer. Transfer of possession of tangible personal property occurs when the buyer or the buyer's representative first takes physical control of the property or exercises dominion and control over the property. Dominion and control means the buyer has the ability to put the property to the buyer's own purposes. It means the buyer or the buyer's representative has made the final decision to accept or reject the property, and the seller has no further right to possession of the property and the buyer has no right to return the property to the seller, other than under a warranty contract. A buyer does not exercise dominion and control over tangible personal property merely by arranging for shipment of the property from the seller to itself. A buyer's representative is a person, other than an employee of the buyer, who is authorized in writing by the buyer to receive tangible personal property and take dominion and control by making the final decision to accept or reject the property. Neither a shipping company nor a seller can serve as a buyer's representative. It is immaterial where the contract of sale is negotiated or where the buyer obtains title to the property. Delivery terms and other provisions of the Uniform Commercial Code (Title 62A RCW) do not determine when or where delivery of tangible personal property occurs for purposes of taxation.

"Digital Automated Service", "digital code", and "digital goods": "Digital Automated Service", "digital code", and "digital goods" have the same meaning as in RCW 82.04.192.

"Digital products": "Digital products" means digital goods, digital codes, digital automated services, and the services described in RCW 82.04.050(2)(g) and (6)(b).

"Director": "Director" means the Clerk-Treasurer of the City or any officer, agent or employee of the City designated to act on the Director's behalf.

"Eligible gross receipts tax": "Eligible gross receipts tax" means a tax which:

1. Is imposed on the act or privilege of engaging in business activities within Section 5.04.060; and
2. Is measured by the gross volume of business, in terms of gross receipts and is not an income tax or value added tax; and
3. Is not, pursuant to law or custom, separately stated from the sales price; and
4. Is not a sales or use tax, business license fee, franchise fee, royalty or severance tax measured by volume or weight, or concession charge, or payment for the use and enjoyment of property, property right or a privilege; and
5. Is a tax imposed by a local jurisdiction, whether within or without the State of Washington, and not by a Country, State, Province, or any other non-local jurisdiction above the County level.

"Engaging in business":

1. The term "Engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
2. This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.
3. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

- a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.
- b. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.
- c. Soliciting sales.
- d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
- e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
- f. Installing, constructing, or supervising installation or construction of, real or tangible personal property.
- g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
- h. Collecting current or delinquent accounts.
- i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
- j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architects, security system services, surveying, and real estate services including the listing of homes and managing real property.
- k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
- l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
- m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

- n. Investigating, resolving, or otherwise assisting in resolving customer complaints.
  - o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
  - p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
  - ~~q. — Accepting or executing a contract with the City, irrespective of whether goods or services are delivered within or without the City, or whether the person’s office or place of business is within or without the City.~~
4. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person’s behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license ~~and pay tax~~.
- a. Meeting with suppliers of goods and services as a customer.
  - b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
  - c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
  - d. Renting tangible or intangible property as a customer when the property is not used in the City.
  - e. Attending, but not participating in a “trade show” or “multiple vendor events”. Persons participating at a trade show shall review the City’s trade show or multiple vendor event ordinances.
  - ~~f. — Mere delivery of goods via common carrier.~~
5. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (4).

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the Constitutions of the United States and the State of

Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus-generating contact or subsequent contacts.

"Extracting": "Extracting" in the activity engaged in by an extractor and is reportable under the extracting classification.

"Extractor": "Extractor" means every person who from the person's own land or from the land of another under a right or license granted by lease or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or for commercial or industrial use, mines, quarries, takes or produces coal, oil, natural gas, ore, stone, sand, gravel, clay, mineral or other natural resource product; or fells, cuts or takes timber, Christmas trees, other than plantation Christmas trees, or other natural products; or takes fish, or takes, cultivates, or raises shellfish, or other sea or inland water foods or products. "Extractor" does not include persons performing under contract the necessary labor or mechanical services for others; Or persons meeting the definition of farmer.

"Extractor for Hire": "Extractor for hire" means a person who performs under contract necessary labor or mechanical services for an extractor.

"Government contracting": See Sale at Retail.

"Gross income of the business": "Gross income of the business" means the value proceeding or accruing by reason of the transaction of the business engaged in and includes gross proceeds of sales, compensation for the rendition of services, gains realized from trading in stocks, bonds, or other evidences of indebtedness, interest, discount, rents, royalties, fees, commissions, dividends, and other emoluments however designated, all without any deduction on account of the cost of tangible property sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

"Gross proceeds of sales": "Gross proceeds of sales" means the value proceeding or accruing from the sale of tangible personal property, digital goods, digital codes, digital automated services or for other services rendered, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount paid, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

"In this City" or "within this City": "In this City" or "within this City" includes all federal areas lying within the corporate city limits of the City of Olympia.

"Isolated Sale": See Sale.

"Magazine": See Newspaper.



"Manufacturing": "Manufacturing" means the activity conducted by a manufacturer and is reported under the manufacturing classification.

"Manufacturer" "to manufacture" "processing for hire":

1. "Manufacturer" means every person whom, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or for commercial or industrial use from the person's own materials or ingredients any products. When the owner of equipment or facilities furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to less than twenty percent (20%) of the total value of all materials or ingredients that become a part of the finished product, the owner of the equipment or facilities will be deemed to be a processor for hire and not a manufacturer. A business not located in this City that is the owner of materials or ingredients processed for it in this City by a processor for hire shall be deemed to be engaged in business as a manufacturer in this City.

2. "To manufacture" means all activities of a commercial or industrial nature wherein labor or skill is applied, by hand or machinery, to materials or ingredients so that as a result thereof a new, different or useful product is produced for sale or commercial or industrial use, and shall include:

- a. the production of special made or custom made articles;
- b. the production of dental appliances, devices, restorations, substitutes, or other dental laboratory products by a dental laboratory or dental technician; and
- c. crushing and/or blending of rock, sand, stone, gravel, or ore; and
- d. the producing of articles for sale, or for commercial or industrial use from raw materials or prepared materials by giving such materials, articles, and substances of trade or commerce new forms, qualities, properties or combinations including, but not limited to, such activities as making, fabricating, processing, refining, mixing, slaughtering, packing, aging, curing, mild curing, preserving, canning, and the preparing and freezing of fresh fruits and vegetables.

"To manufacture" shall not include the production of digital goods or the production of computer software if the computer software is delivered from the seller to the purchaser by means other than tangible storage media, including the delivery by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

3. "Processing for hire" means the performance of labor and mechanical services upon materials or ingredients belonging to others so that as a result a new, different or useful product is produced for sale, or commercial or industrial use. A processor for hire is any person who would be a manufacturer if that person were performing the labor and mechanical services upon that person's own materials or

ingredients. If a person furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to twenty percent (20%) or more of the total value of all materials or ingredients that become a part of the finished product the person will be deemed to be a manufacturer and not a processor for hire.

"Newspaper" "magazine" "periodical": "Newspaper" means a publication offered for sale regularly at stated intervals at least once a week and printed on newsprint in tabloid or broadsheet format folded loosely together without stapling, glue, or any other binding of any kind. "Magazine" or "periodical" means any printed publication, other than a newspaper, issued and offered for sale regularly at stated intervals at least once every three (3) months, including any supplement or special edition of the publication. Any publication meeting this definition qualifies regardless of its content.

"Non-profit corporation or non-profit organization": "Non-profit corporation or non-profit organization" means a corporation or organization in which no part of the income can be distributed to its members, directors, or officers and that holds a current tax exempt status as provided under Sec. 501(c)(3) of the Internal Revenue Code, as may hereafter be amended, or is specifically exempted from the requirement to apply for its tax exempt status under Sec. 501(c)(3) of the Internal Revenue Code, or as may hereafter be amended. Where the term "non-profit organization" is used, it is meant to include non-profit corporations.

"Office" "place of business": "Office" or "place of business" means a fixed location or permanent facility where the regular business of the person is conducted and which is either owned by the person or over which the person exercises legal dominion and control. The regular business of the person is presumed conducted at a location:

1. Whose address the person uses as its business mailing address;
2. Where the place of primary use is shown on a telephone billing or a location contains a telephone line listed in a public telephone directory or other similar publication under the business name; and
3. Where the person holds itself out to the general public as conducting its regular business through signage or other means; and
4. Where the person is required to obtain any appropriate state and local business license or registration unless they are exempted by law from such requirement.
5. A vehicle such as a pick-up, van, truck, boat or other motor vehicle is not an office or place of business. A post office box is not an office or place of business. If a person has an office or place of business, the person's home is not an office or place of business unless it meets the criteria for office or place of business above. If a person has no office or place of business, the person's home or apartment within the City will be deemed the place of business.

"Person": "Person" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the State of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise and the United States or any instrumentality thereof.

"Precious metal bullion or monetized bullion": "Precious metal bullion" means any precious metal which has been put through a process of smelting or refining, including, but not limited to, gold, silver, platinum, rhodium, and palladium, and which is in such state or condition that its value depends upon its contents and not upon its form. For purposes of this section, "monetized bullion" means coins or other forms of money manufactured from gold, silver, or other metals and heretofore, now, or hereafter used as a medium of exchange under the laws of this state, the United States, or any foreign nation, but does not include coins or money sold to be manufactured into jewelry or works of art.

"Processing for hire": See Manufacturer.

"Product" "Byproduct": "Product" means tangible personal property, including articles, substances, or commodities created, brought forth, extracted, or manufactured by human or mechanical effort. "Byproduct" means any additional product, other than the principal or intended product, which results from extracting or manufacturing activities and which has a market value, without regard to whether or not such additional product was an expected or intended result of the extracting or manufacturing activities.

"Public road construction": See Sale at Retail.

"Retailing": "Retailing" means the activity of engaging in making sales at retail and is reported under the retailing classification.

"Retail Sale": See Sale at Retail.

"Retail Service": "Retail service" shall include the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

1. Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquet ball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others, when provided to consumers. "Amusement and recreation services" also include the provision of related facilities such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term "amusement and recreation services" does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons.

2. Abstract, title insurance, and escrow services;
3. Credit bureau services;
4. Automobile parking and storage garage services;
5. Landscape maintenance and horticultural services but excluding (i) horticultural services provided to farmers and (ii) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;
6. Service charges associated with tickets to professional sporting events; and
7. The following personal services: Physical fitness services, tanning salon services, tattoo parlor services, steam bath services, Turkish bath services, escort services, and dating services.
8. The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

"Royalties": "royalties" means compensation for the use of intangible property, such as copyrights, patents, licenses, franchises, trademarks, tradenames, and similar items.

"Sale" "Casual or isolated sale":

1. "Sale" means any transfer of the ownership of, title to, or possession of property for a valuable consideration and includes any activity classified as a "sale at retail", "retail sale", or "retail service". It includes renting or leasing, conditional sale contracts, leases with option to purchase, and any contract under which possession of the property is given to the purchaser but title is retained by the vendor as security for the payment of the purchase price. It also includes the furnishing of food, drink, or meals for compensation whether consumed upon the premises or not.
2. "Casual or isolated sale" means a sale made by a person who is not engaged in the business of selling the type of property involved on a routine or continuous basis.

"Sale at retail" or "Retail sale":

1. "Sale at retail" or "retail sale" means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:

- a. Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or
  - b. Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or
  - c. Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or
  - d. Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or
  - e. Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065. The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), or (e) of this subsection following such use.
  - f. Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection (7) of this section, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.
2. "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity that is taxable under OMC 5.04.060 (G).
  3. "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:
    - a. The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

- b. The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;
- c. The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;
- d. The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;
- e. The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under chapter 82.16 RCW;
- f. The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;
- g. The installing, repairing, altering, or improving of digital goods for consumers;
- h. The sale of or charge made for tangible personal property, labor and services to persons taxable under (a), (b), (c), (d), (e), (f) and (g) of this subsection when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in

the performance of any activity defined as a "sale at retail" or "retail sale" even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (1) of this section and nothing contained in subsection (1) of this section shall be construed to modify this subsection.

4. "Sale at retail" or "retail sale" shall also include the providing of competitive telephone service to consumers.

5. a. "Sale at retail" or "retail sale" shall also include the sale of prewritten software other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. For purposes of this subsection 5(a), the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may be characterized by the vendor or by the purchaser. The term "sale at retail" or "retail sale" does not include the sale of or charge made for:

- i. custom software
- ii. the customization of prewritten software

b. i. The term also includes the charge made to consumers for the right to access and use prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

ii. The service described in this subsection 5(b)(i) includes the right to access and use prewritten software to perform data processing.

For purposes of this subsection 5(b)(ii) "data processing" means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

6. "Sale at retail" or "retail sale" shall also include Public Road Construction, which is the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right of way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind.

7. "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, "extended warranty" means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of extended warranty in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

8. "Sale at retail" or "retail sale" shall also include Government Contracting, which is the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to chapter 35.82 RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation.

9. "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development. (This is reported under the service or other classification).

10. "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. (This is reported under the service and other classification.)

11. "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

- a. Sales in which the seller has granted the purchaser the right of permanent use;
- b. Sales in which the seller has granted the purchaser a right of use that is less than permanent;
- c. Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and
- d. Sales in which the purchaser is obligated to make continued payment as a condition of the sale.



A retail sale of digital goods, digital codes, or digital automated services under this subsection includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

For purposes of this subsection, "permanent" means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

12. "Sale at retail" or "retail sale" shall also include the installing, repairing, altering, or improving of digital goods for consumers.

"Sale at wholesale" "wholesale sale": "Sale at wholesale" or "wholesale sale" means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, or services described in Subsection 5.b.i, which is not a retail sale, and any charge made for labor and services rendered for persons who are not customers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company for the purpose of resale, as contemplated by RCW 35.21.715.

"Service": shall include the sale of or charge for personal, business or professional activities, including amounts designated as internet, rent, fees, admission, and other service emoluments however designated, received by persons engaging in business activities not included in the designation of "retail service," "sale at retail," or "sale at wholesale." By way of example only, "service" includes but is not limited to legal and engineering services, consulting, and appraisal services.

"Software" "prewritten or canned software" "custom software" "customization of canned software" "master copies" "retained rights":

1. "Prewritten or canned software" means computer software, including prewritten upgrades, that is not designed and developed by the author or other creator to the specifications of a specific purchaser. The combining of two or more prewritten computer software programs or prewritten portions thereof does not cause the combination to be other than prewritten computer software. Prewritten computer software includes software designed and developed by the author or other creator to the specifications of a specific purchaser when it is sold to a person other than such purchaser. Where a person modifies or enhances computer software of which such persons is not the author or creator, the person shall be deemed to be the author or creator only of the person's modifications or enhancements. Prewritten computer software or a prewritten portion thereof that is modified or enhanced to any degree, where such modification or enhancement is designed and developed to the specifications of a specific purchaser, remains prewritten computer software; however where there is a reasonable, separately

stated charge or an invoice or other statement of the price given to the purchaser for the modification or enhancement, the modification or enhancement shall not constitute prewritten computer software.

2. "Custom software" means software created for a single person.

3. "Customization of canned software" means any alteration, modification, or development of applications using or incorporating canned software to specific individualized requirements of a single person. Customization of canned software includes individualized configuration of software to work with other software and computer hardware but does not include routine installation. Customization of canned software does not change the underlying character or taxability of the original canned software.

4. "Master copies" of software means copies of software from which a software developer, author, inventor, publisher, licensor, sublicensor, or distributor makes copies for sale or license. The software encoded on a master copy and the media upon which the software resides are both ingredients of the master copy.

5. "Retained rights" means any and all rights, including intellectual property rights such as those rights arising from copyrights, patents, and trade secret laws, that are owned or are held under contract or license by a software developer, author, inventor, publisher, licensor, sublicensor, or distributor.

6. "Software" means any information, program, or routine, or any set of one (1) or more programs, routines, or collections of information used, or intended for use, to convey information that causes one or more computers or pieces of computer-related peripheral equipment, or any combination thereof, to perform a task or set of tasks. "Software" includes the associated documentation, materials, or ingredients regardless of the media upon which that documentation is provided, that describes the code and its use, operation, and maintenance and that typically is delivered with the code to the consumer. All software is classified as either canned or custom.

"Taxpayer": "Taxpayer" means any "person", as herein defined, required to have a business license under this chapter or liable for the collection of any tax or fee under this chapter, or who engages in any business or who performs any act for which a tax or fee is imposed by this chapter.

"Tuition fee": "Tuition fee" includes library, laboratory, health service and other special fees, and amounts charged for room and board by an educational institution when the property or service for which such charges are made is furnished exclusively to the students or faculty of such institution. "Educational institution," as used in this section, means only those institutions created or generally accredited as such by the state and includes educational programs that such educational institution cosponsors with a non-profit corporation or a non-profit organization, as defined by the Internal Revenue Code Section 501(c)(3), as may hereafter be amended, if such educational institution grants college credit for coursework successfully completed through the educational program, or an approved branch campus of a foreign degree-granting institution in compliance with chapter 28B.90 RCW, and in accordance with RCW 82.04.4332 or defined as a degree-granting institution

under RCW 28B.85.010(3) and accredited by an accrediting association recognized by the United States secretary of education, and offering to students an educational program of a general academic nature or those institutions which are not operated for profit and which are privately endowed under a deed of trust to offer instruction in trade, industry, and agriculture, but not including specialty schools, business colleges, other trade schools, or similar institutions.

"Value proceeding or accruing": "Value proceeding or accruing" means the consideration, whether money, credits, rights, or other property expressed in terms of money, a person is entitled to receive or which is actually received or accrued. The term shall be applied, in each case, on a cash receipts or accrual basis according to which method of accounting is regularly employed in keeping the books of the taxpayer.

"Value of products":

1. The value of products, including by-products, extracted or manufactured, shall be determined by the gross proceeds derived from the sale thereof whether such sale is at wholesale or at retail, to which shall be added all subsidies and bonuses received from the purchaser or from any other person with respect to the extraction, manufacture, or sale of such products or by-products by the seller.
2. Where such products, including by-products, are extracted or manufactured for commercial or industrial use; and where such products, including by-products, are shipped, transported or transferred out of the City, or to another person, without prior sale or are sold under circumstances such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale; the value shall correspond as nearly as possible to the gross proceeds from sales in this state of similar products of like quality and character, and in similar quantities by other taxpayers, plus the amount of subsidies or bonuses ordinarily payable by the purchaser or by any third person with respect to the extraction, manufacture, or sale of such products. In the absence of sales of similar products as a guide to value, such value may be determined upon a cost basis. In such cases, there shall be included every item of cost attributable to the particular article or article extracted or manufactured, including direct and indirect overhead costs. The Director may prescribe rules for the purpose of ascertaining such values.
3. Notwithstanding subsection (2) above, the value of a product manufactured or produced for purposes of serving as a prototype for the development of a new or improved product shall correspond to (a) the retail selling price of such new or improved product when first offered for sale; or (b) the value of materials incorporated into the prototype in cases in which the new or improved product is not offered for sale.

"Wholesale sale": See Sale at Wholesale.

"Wholesaling": "Wholesaling" means engaging in the activity of making sales at wholesale, and is reported under the wholesaling classification.

**Section 3. 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 4. 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 shall remain unaffected.

**Section 5. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.


**Section 6. Effective Date.** This Ordinance shall take effect thirty (30) days days after publication, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
CITY ATTORNEY (DIA)

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Briefing on Homeless Response Plan Approach

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 6.A  
**File Number:** 18-0863

---

**Type:** information   **Version:** 1   **Status:** Other Business

---

**Title**

Briefing on Homeless Response Plan Approach

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Receive a briefing and provide guidance on a proposed approach to developing a Homeless Response Plan. Briefing only; no action requested.

**Report**

**Issue:**

Whether to receive a briefing on a draft approach to developing a Homeless Response Plan.

**Staff Contact:**

Amy Buckler, Downtown Programs Manager, Community Planning and Development, 360.570.5847

**Presenter(s):**

Stacey Ray, Senior Planner, Office of Performance and Innovation, Administrative Services  
Amy Buckler, Downtown Programs Manager, Community Planning and Development

**Background and Analysis:**

On May 8, the City Council met to discuss homelessness and housing. From that meeting high-priority action items to respond to homeless were identified, as well as direction to convene a broad coalition of community members to contribute to a strategic plan for responding to homelessness.

Staff from the Office of Performance and Innovation will share a proposed approach to develop a Homeless Response Plan. The approach is based on a framework and methodologies called Participatory Leadership; a community-based approach to addressing complex issues that emphasizes learning, dialogue, equity, and inclusiveness.

**Neighborhood/community Interests (if knows):**

The community has a strong interest in addressing homelessness in the community.

**Options:**

N/A

**Financial Impact:**

N/A

**Attachments:**

None



## City Council

### Approval of a Funding Plan for Implementing Homeless Response Strategies

**Agenda Date:** 9/18/2018  
**Agenda Item Number:** 6.B  
**File Number:** 18-0825

---

**Type:** decision **Version:** 2 **Status:** Other Business

---

#### **Title**

Approval of a Funding Plan for Implementing Homeless Response Strategies

#### **Recommended Action**

##### **Committee Recommendation:**

The Finance Committee recommends the funding plan for implementing the homeless response strategies.

##### **City Manager Recommendation:**

Move to approve the funding plan for implementing the homeless response strategies.

#### **Report**

##### **Issue:**

Whether to approve a funding plan for implementing homeless response strategies.

##### **Staff Contact:**

Amy Buckler, Downtown Programs Manager, Community Planning & Development, 360.753.5847

##### **Presenter(s):**

Amy Buckler, Downtown Programs Manager, Community Planning & Development

#### **Background and Analysis:**

City Council held a study session on August 21, 2018, where staff outlined a homeless response strategy. The strategies were developed collaboratively with local service providers. The plan aligns with the Thurston County's Five-Year Strategic Homeless Housing Plan; moves to a 24/7 shelter system; provides safe, legal and supportive options for unsheltered individuals; and increases the capacity for caring for the City's most medically vulnerable individuals.

Staff will present the estimated expenses of the homeless response strategies along with the funding plan approved by Finance Committee on September 6. Staff will also discuss next steps for engaging neighborhoods near the nursery and Martin Way sites.

On September 6, the Finance Committee recommended moving forward with the following implementation strategies in 2018:

Implementation Strategy/ (Provide funding to:)	Estimated 2018 Cost	Estimated 2019 Cost	Note
Expand Community Youth Services shelter to 24/7	\$55,000	\$219,660	2018 cost to expand operations Oct-Dec
Renovate Salvation Army day room to serve 75-100 individuals	\$300,000	None	Use of funds would be CDBG funds already designated for a day center
Develop secure storage partnerships	\$12,600 operating; \$42,000 set-up	\$50,000 operating	First partner would be Union Gospel Mission. Looking for other partners, sites.
Develop a tiny house village on the former nursery site at the Justice Center	\$100,000 operating; \$400,400 capital; \$190,000 set-up	\$583,000 operating	A study session with Low Income Housing Institute will be scheduled

The option to move Interfaith Works shelter to 2828 Martin Way needs more discussion. This will require dedicated partners to secure funding for the program.

See attachment for the recommended funding plan.

**Options:**

1. Approve funding plan and 2018 implementation strategies. Provides resources to address the immediate impacts of homelessness and makes it possible to start implementation in 2018.
2. Do not approve the funding plan, direct staff to develop a revised approach, and return to Finance Committee at a future date. Delays the ability to start implementing homeless response strategies in time for the cold weather season.

**Attachments:**

Proposed funding sources  
9/6/18 Finance Committee Presentation



## Homelessness Actions

### Proposed Funding Sources

#### Finance Committee Recommendation

September 6, 2018

City Funding Sources - <i>Operating</i>	Annual Estimate	Total
Home Fund - Shelters	\$ 161,000	
Home Fund - Operations & Support Services	\$ 460,000	
Community Development Block Grant	\$ 45,000	
Municipal Utility Tax (.5% increase)	\$ 250,000	
Non-Voted Utility Tax (2019-2021 only)	\$ 495,000	
<b>Total City Operating Revenue</b>		<b>\$ 1,411,000</b>
<b>Partner Funding</b>		
Housing Authority - <i>funding pledged</i>	\$ 50,000	
Thurston County - <i>to be determined</i>	\$ 223,000	
<b>Total Partner Operating Revenue</b>		<b>\$ 273,000</b>
<b>TOTAL ALL OPERATING SOURCES</b>		<b>\$ 1,684,000</b>
<b>City Funding Sources - <i>Capital</i></b>		
<b>Martin Way - Acquisition Only</b>		
Interfund Loan (3-yr., 1.5%)	\$ 1,400,000	
<i>Annual Debt Service - \$481,000</i>		
<b>Nursery Village</b>		
Environmental Clean-up Fund	\$ 400,400	
<b>Salvation Army Day Center Renovation</b>		
Community Development Block Grant	\$ 300,000	
<b>TOTAL ALL CAPITAL SOURCES</b>		<b>\$ 2,100,400</b>



# Homeless Response Strategies Cost Estimate and Funding

September 06, 2018

# Agenda

1. Homeless Response Strategies and Cost Estimate
2. Funding Sources
3. Non-Voted Utility Tax & Impact on Parks Acquisition
4. 2018 Recommendation
5. Discussion

# Other Next Steps with Service Providers

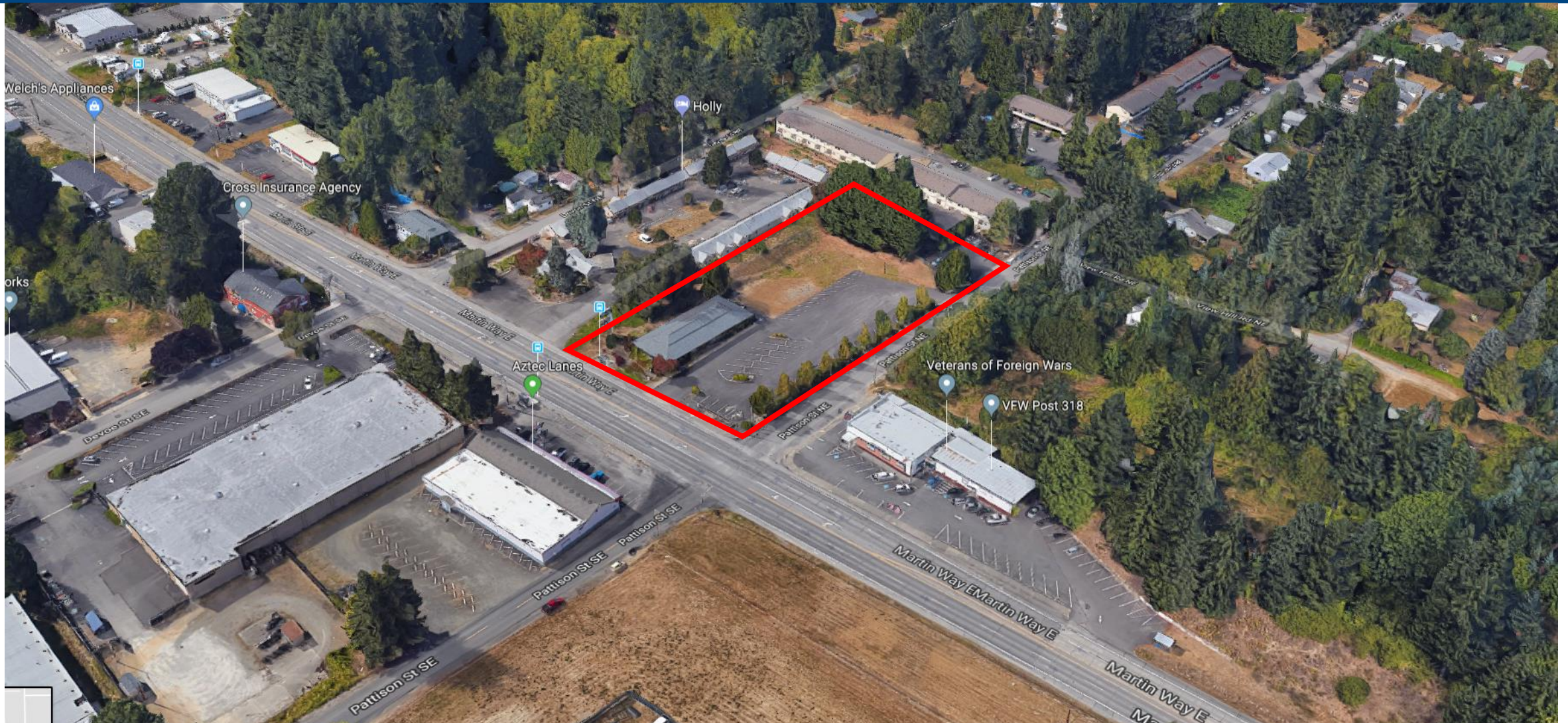
1. Establish ad hoc communication group
2. Define and form a street strategy
3. Engage providers in a discussion about how the City uses the pedestrian obstruction ordinance related to sit/lie
4. Have a defined role for providers in the Homeless Response Plan (Council briefing on approach is September 18)

# Homeless Response – Immediate Action Goals

- Align with Thurston County's Five Year Strategic Homeless Housing Plan
- Move to a 24/7 shelter system
- Provide safe, legal, and supportive options for unsheltered individuals
- Increase capacity for caring for our most medically vulnerable individuals
- Create a safe community for everyone



# Martin Way Site



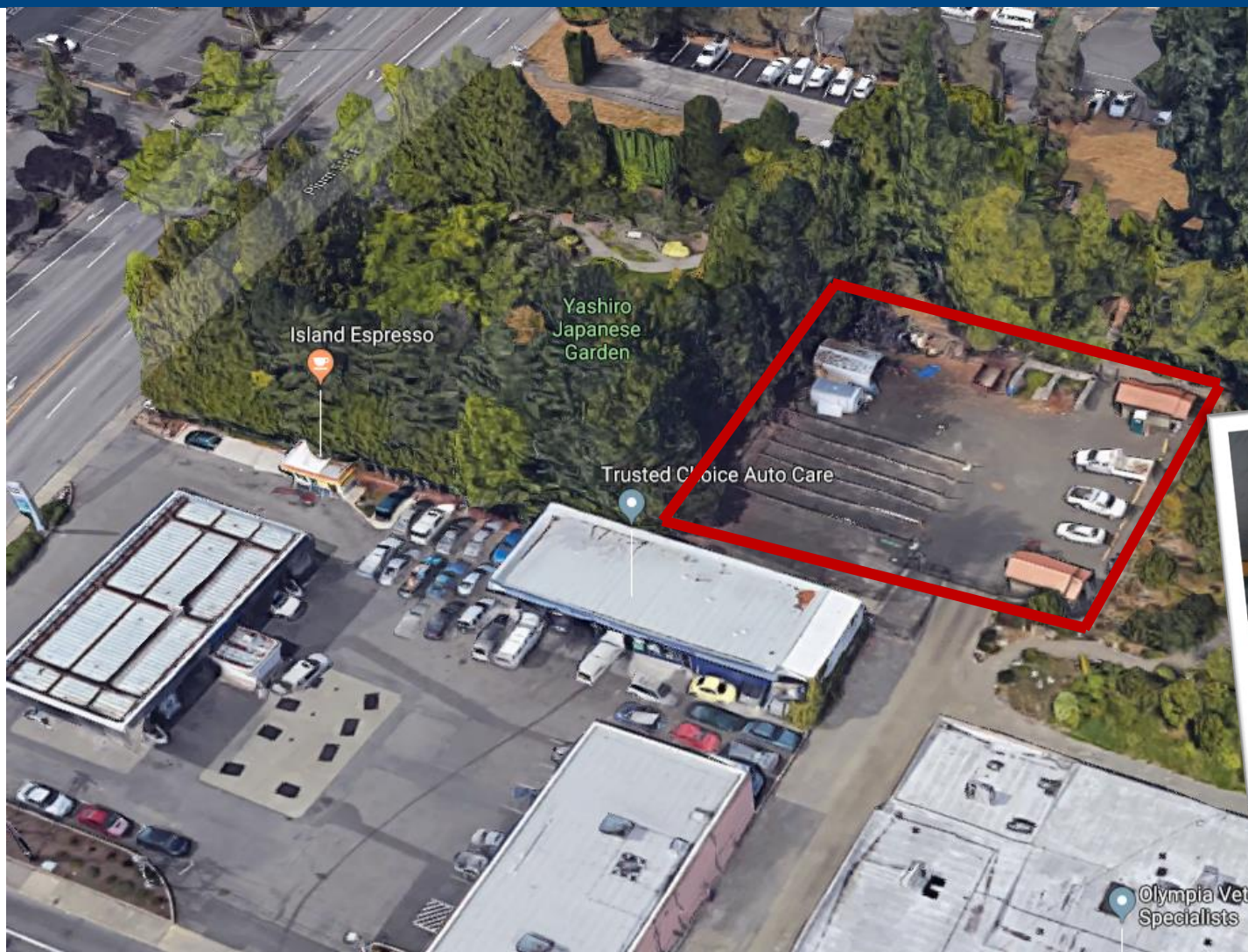


# Martin Way – Proposed Immediate Actions

<b>Martin Way</b>	<b>Operating</b>	<b>Capital</b>	<b>Set-up (One-Time)</b>
Property Acquisition	\$ -	\$ 1,400,000	\$ -
Relocate/Expand Interfaith Works Shelter*	500,000	-	450,000
(4) FTE Navigation Team	185,000	-	-
Respite Center (2 IW staff)	-	-	-
Dumpster for Neighborhood Clean-ups	18,000	-	-
<b>Subtotal</b>	<b>\$ 703,000</b>	<b>\$ 1,400,000</b>	<b>\$ 450,000</b>

\* Interfaith Works Shelter is currently underfunded for the 2018/19 program year. Line item only assumes City of Olympia funds for the expanded services/relocation to Martin Way, contingent upon regional partners committing to a sustained funding plan.

# Nursery Village Site





# Nursery Village – Proposed Immediate Actions

<b>Nursery Village</b>	<b>Operating</b>	<b>Capital</b>	<b>Set-up (One-Time)</b>
Emergency Housing Facility	\$ 583,000	\$ 400,400	\$ 7,000
Tiny House materials	-	-	108,000
Shower, bathroom, laundry unit	-	-	75,000
<b>Subtotal</b>	<b>\$ 583,000</b>	<b>\$ 400,400</b>	<b>\$ 190,000</b>

# Toilet, Shower, Laundry Unit



# Expanded Shelter System

CYS-Rosie's Place Shelter



Salvation Army Shelter



SA – Future Day Room



# Expanded 24/7 Shelter System - Proposed Immediate Actions

Expanded 24/7 Shelter System	Operating	Capital	Set-up (One-Time)
Community Youth Services Staffing	\$219,660	\$ -	\$ -
Salvation Army Day Center Improvements	-	300,000	-
<b>Subtotal</b>	<b>\$219,660</b>	<b>\$300,000</b>	<b>\$ -</b>

# Other – Proposed Immediate Actions

Other	Operating	Capital	Set-up (One-Time)
Coordinated Entry Staffing (Sidewalk)	\$ 145,000	\$ -	\$ -
Secure Storage Partnership	50,000	-	42,000
Partnerships for Emergency Housing Facilities	200,000	-	-
<b>Subtotal</b>	<b>\$ 395,000</b>	<b>\$ -</b>	<b>\$ 42,000</b>



# Secured Storage



# Homeless Response Strategy

## Total Estimated Expenses

	Operating	Capital	Set-up (One-Time)
Martin Way	\$ 703,000	\$1,400,000	\$450,000
Nursery Village	583,000	400,400	190,000
Expanded 24/7 Shelter System	219,660	300,000	-
Other	395,000	-	42,000
<b>TOTAL</b>	<b>\$1,900,660</b>	<b>\$2,100,400</b>	<b>\$682,000</b>

# Homeless Response Strategy Total Estimated Expenses

<b>Martin Way</b>	<b>Operating</b>	<b>Capital</b>	<b>Set-up (One-Time)</b>
Property Acquisition	\$ -	\$1,400,000	\$ -
Relocate/Expand Interfaith Works Shelter	500,000	-	450,000
(4) FTE Navigation Team	185,000	-	-
Respite Center (2 IW staff)	-	-	-
Dumpster for Neighborhood Clean-ups	18,000	-	-
<b>Subtotal</b>	<b>\$ 703,000</b>	<b>\$ 1,400,000</b>	<b>\$ 450,000</b>
<b>Nursery Village</b>			
Emergency Housing Facility	\$ 583,000	\$ 400,400	\$ 7,000
Tiny House materials	-	-	108,000
Shower, bathroom, laundry unit	-	-	75,000
<b>Subtotal</b>	<b>\$ 583,000</b>	<b>\$ 400,400</b>	<b>\$ 190,000</b>
<b>Expand 24/7 Shelter System</b>			
Community Youth Services Staffing	\$219,660	\$ -	\$ -
Salvation Army Day Center Improvements	-	300,000	-
<b>Subtotal</b>	<b>\$ 219,660</b>	<b>\$ 300,000</b>	<b>\$ -</b>
<b>Other</b>			
Coordinated Entry Staffing (Sidewalk)	\$145,000	\$ -	\$ -
Secure Storage Partnership	50,000	-	42,000
Partnerships for Emergency Housing Facilities	200,000	-	-
<b>Subtotal</b>	<b>\$ 395,000</b>	<b>\$ -</b>	<b>\$ 42,000</b>
<b>TOTAL</b>	<b>\$ 1,900,660</b>	<b>\$ 2,100,400</b>	<b>\$ 682,000</b>



# Timeline

- 1 Salvation Army 24/7 Shelter Expansion (October)
- 2 CYS – Rosie’s Place Expansion (Oct/Nov 2018)
- 3 Coordinated Entry Expansion (November)
- 4 Nursery Village (December)
- 5 Salvation Army Day Center (March)
- 6 Respite Center at Martin Way
- 7 Interfaith Works Relocation to Martin Way

# Homeless Response Strategy 2018 Estimated Expenses

<b>Martin Way</b>	<b>Operating</b>	<b>Capital</b>	<b>Set-up (One-Time)</b>
Property Acquisition	\$ -	\$ 1,400,000	\$ -
Relocate/Expand Interfaith Works Shelter	-	-	-
Expand Navigation Team	-	-	-
Respite Center (2 IW staff)	-	-	-
Dumpster for Neighborhood Clean-ups	-	-	-
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 1,400,000</b>	<b>\$ -</b>
<b>Nursery Village</b>			
Emergency Housing Facility	\$100,000	\$400,400	\$7,000
Tiny Home materials	-	-	108,000
Shower, bathroom, laundry unit	-	-	75,000
<b>Subtotal</b>	<b>\$ 100,000</b>	<b>\$400,400</b>	<b>\$ 190,000</b>
<b>Expand 24/7 Shelter System</b>			
Community Youth Services Staffing	\$55,000	\$ -	\$ -
Salvation Army Day Center Improvements	-	300,000	-
<b>Subtotal</b>	<b>\$55,000</b>	<b>\$ 300,000</b>	<b>\$ -</b>
<b>Other</b>			
Coordinated Entry Staffing	\$ -	\$ -	\$ -
Secure Storage Partnership	12,600	-	42,000
Partnerships for Emergency Housing Facilities	-	-	-
<b>Subtotal</b>	<b>\$ 12,600</b>	<b>\$ -</b>	<b>\$ 42,000</b>
<b>TOTAL</b>	<b>\$ 167,600</b>	<b>\$ 2,100,400</b>	<b>\$ 232,000</b>

# Available Funding Sources

<b>Operating Revenue</b>	<b>Annual Estimate</b>
Home Fund - Shelters	\$ 161,000
CDBG	45,000
Thurston County	223,000
Municipal Utility Tax (0.5% increase)	250,000
<b>Total</b>	<b>\$679,000</b>
<b>Other Potential Operating Revenue</b>	
Home Fund - Operations and Support Services	460,000
Non-Voted Utility Tax (committed thru Jan. 2026)	495,000
<b>Total</b>	<b>\$ 955,000</b>
<b>Capital Revenue*</b>	
Interfund Loan (3-yr., 1.5%)	
Annual Debt Service on \$1.4M	\$ 481,000
<i>Funded by Home Fund - Capital</i>	
<b>TOTAL</b>	<b>\$ 481,000</b>
<b>TOTAL ANNUAL FUNDING</b>	<b>\$1,160,000</b>

*\*Council authorized Interfund Loan of \$2.45M*

# Non-Voted Utility Tax–Impact on Parks Acquisition

Current Status:

450 acres towards  
500 acre goal



# Non-Voted Utility Tax–Impact on Parks Acquisition

## Current proposed CFP

- After existing commitments, \$3.1M for land acquisition 2019-2021
- Approximately 30 acres (6-8 neighborhood parks)

## If half of Non-Voted Utility Tax Used for Homeless Response

- After existing commitments, \$1.6 M for land acquisition 2019-2021
- Approximately 15 acres (3-4 neighborhood parks)

# 2018 – Timely Priorities

1. Expand Community Youth Services to 24/7
2. Expand Salvation Army to 24/7 (Day Center)
3. Secure Storage Partnerships
4. Nursery Site

Continue working with partners on funding relocation of Interfaith Works and Respite Center at Martin Way

# Finance Committee Recommendation

## Discussion

# 24/7 Shelter Beds

	2017 -18		2018 -19		Increase	
	Day	Night	Day	Night	Day	Night
Interfaith	0	42	60	60	60	18
Salvation Army	0	57	100	62+	100	5+
CYS	0	35	55	35	55	0
Nursery	0	0	40	40	40	40
Respite	0	0	12	12	12	12
Car Camping	0	5	10	20	10	15
UGM	225-350	60	225-350	80	0	0
FSC	50	36	50	36	0	0
Community Care Center	75-200	0	75	0	0	0
Total	350-600	235	627-752	325	237	90