



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 21, 2020

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A** [20-0076](#) Special Recognition - Proclamation Recognizing the 50th Anniversary of Ballet Northwest

Attachments: [Proclamation](#)

- 2.B** [20-0077](#) Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

Attachments: [Proclamation](#)

3. PUBLIC COMMENT

(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 COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

- 4.A** [20-0074](#) Approval of January 14, 2020 Study Session Meeting Minutes

- Attachments:** [Minutes](#)
- 4.B** [20-0073](#) Approval of January 14, 2020 City Council Meeting Minutes
- Attachments:** [Minutes](#)
- 4.C** [20-0086](#) Approval of Bills and Payroll Certification
- Attachments:** [Bills and Payroll](#)
- 4.D** [20-0043](#) Approval of a Resolution Authorizing an Interagency Agreement with the WA State Department of Commerce for a Grant to Complete a Regional Housing Action Plan
- Attachments:** [Resoluton Agreement](#)
- 4.E** [20-0044](#) Approval of a Resolution Authorizing an Interlocal Agreement with the Cities of Lacey and Tumwater, and the Thurston Regional Planning Council, for Housing Action Plans
- Attachments:** [Resolution Interlocal Agreement](#)
- 4.F** [20-0060](#) Approval of a Resolution Authorizing an Interlocal Agreement with the Cities of Tumwater, Lacey, and Yelm Allowing Transportation Network Companies to Operate
- Attachments:** [Resolution Interlocal Agreement](#)
- 4.G** [20-0061](#) Approval of a Resolution Authorizing Amendment No. 1 to the Interlocal Agreement for Consulting Services for a Cable Franchise Renewal
- Attachments:** [Resolution Interlocal Agreement Amendment](#)
- 4.H** [20-0065](#) Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between the City of Olympia and the Laurana
- Attachments:** [Resolution Agreement](#)
- 4.I** [20-0066](#) Approval of Labor Contracts with the International Association of Fire Fighters, Local #468, Including Assistant Chiefs
- Attachments:** [Labor Contract – IAFF, Local #468](#)
[Labor Contract – IAFF, Local #468, Assistant Chiefs](#)
[Economic Agreement Summary](#)
- 4.J** [20-0067](#) Approval of a Resolution Approving a Lease Agreement with Senior Services for South Sound
- Attachments:** [Resolution](#)

[Agreement](#)

- 4.K [20-0070](#) Approval of 2020 Council Meeting Calendar and Intergovernmental and Committee Assignments

Attachments: [2020 Calendar](#)

[Assignments](#)

4. SECOND READINGS (Ordinances)

- 4.L [20-0031](#) Approval of an Ordinance Related to Alarm Response Fees

Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances)

- 4.M [20-0030](#) Approval of an Ordinance Amending Olympia Municipal Code 10.16 and 10.20 Related to Parking

Attachments: [Ordinance](#)

[Amended OMC Updates Table](#)

5. PUBLIC HEARING - None

6. OTHER BUSINESS - None

7. CONTINUED PUBLIC COMMENT

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

8. 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 Recognition - Proclamation Recognizing the 50th Anniversary of Ballet Northwest

Agenda Date: 1/21/2020
Agenda Item Number: 2.A
File Number:20-0076

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

Title

Special Recognition - Proclamation Recognizing the 50th Anniversary of Ballet Northwest

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize Ballet Northwest on its 50th Anniversary.

Report

Issue:

Whether to recognize Ballet Northwest on its 50th Anniversary.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, (360) 753-8361

Presenter(s):

Ken Johnson, Co-Artistic Director, Ballet Northwest

Background and Analysis:

Founded in the City of Olympia in 1970, Ballet Northwest is a community-based group dedicated to promoting, teaching and preserving the art of dance in Southwest Washington. As the oldest ballet company in the state of Washington, Ballet Northwest has produces high-quality dance performances, featuring primarily local dancers, and has touched the lives of thousands of people in Olympia and Southwest Washington - including dancers, casts, crews, parents, volunteers and audiences.

This year, Ballet Northwest is celebrating 50 years of bringing ballet and the art of dance to the community and will hold its 50th Anniversary Gala on Saturday, January 25, 2020, at the Washington Center for the Performing Arts.

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

Attachments:
Proclamation

P R O C L A M A T I O N

WHEREAS, since 1970, Ballet Northwest has served as a community-based group dedicated to promoting, teaching and preserving the art of dance in Southwest Washington; and

WHEREAS, Ballet Northwest was founded in the City of Olympia and stands as the only nonprofit ballet company in Thurston County and the oldest ballet company in the state of Washington; and

WHEREAS, Ballet Northwest has a proud legacy of making the art of dance accessible to all children, regardless of their ability to pay; and

WHEREAS, Ballet Northwest produces high-quality dance performances featuring primarily local dancers and has touched the lives of thousands of people in Southwest Washington including dancers, casts, crews, parents, volunteers and audiences; and

WHEREAS, Ballet Northwest will celebrate an impressive milestone – 50 years of bringing ballet and the art of dance to Olympia and the greater Thurston County region; and

WHEREAS, Ballet Northwest will present its 50th Anniversary Gala on Saturday, January 25, 2020, at the Washington Center for the Performing Arts, and the event will feature professional dancers from the American Ballet Theatre, New York City Ballet, San Francisco Ballet, Boston Ballet and the National Ballet of Cuba; and

WHEREAS, the Olympia City Council congratulates Ballet Northwest for 50 years of championing the art of dance in our community; and

NOW THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim January 25, 2020, as

BALLET NORTHWEST DAY

in the City of Olympia and encourages residents to recognize the positive impact of dance and all the arts on our community.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 21th DAY OF JANUARY 2020.

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



City Council

Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

Agenda Date: 1/21/2020
Agenda Item Number: 2.B
File Number:20-0077

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

Title

Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim February 5, 2020 as Immigrant and Refugee Advocacy Day

Report

Issue:

Whether to proclaim February 5, 2020 as Immigrant and Refugee Advocacy Day.

Staff Contact:

Jay Burney, Interim City Manager, 360.753.8740

Presenter(s):

Bob Ziegler, Strengthening Sanctuary Alliance

Lin Nelson, Strengthening Sanctuary Alliance

Background and Analysis:

Organized by Strengthening Sanctuary Alliance, a day-long gathering of immigrant and refugee rights advocates at the Capitol Campus in Olympia is planned for February 5, 2020. Advocates will be meeting with legislators to voice support for key immigrant rights legislation. There will be a rally on the Capitol steps at noon that day.

Strengthening Sanctuary Alliance is a local organization created in 2016. The organization is dedicated to learning skills and working to ensure that the Olympia community is a welcoming supportive place for immigrant and refugee neighbors, friends, co-workers and family members.

In December 2016, the Olympia City Council passed a resolution declaring the City of Olympia a Sanctuary City.

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

Attachments:

Proclamation

PROCLAMATION

WHEREAS, the City of Olympia has prospered throughout its history from the extensive socioeconomic, political, and cultural contributions made by immigrants from every part of the globe; and

WHEREAS, we welcome all who enter this country to escape social, religious, political or economic oppression, or in pursuit of its founding promise of a brighter future; and

WHEREAS, the City of Olympia is dedicated to the values of inclusivity, diversity and hope; and

WHEREAS, the City of Olympia has committed to securing the freedom, rights and dignity of all people who reside here; and

WHEREAS, as a declared “Sanctuary City,” the City of Olympia continues to demonstrate its abiding commitment to protecting all immigrants residing here; and

WHEREAS, we welcome the advocates for immigrants and refugees from throughout Washington who will be arriving in our city to celebrate “Immigrant and Refugee Advocacy Day,” Wednesday, February 5, 2020, at the State Capitol; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim the 5th day of February, 2020 as

IMMIGRANT AND REFUGEE ADVOCACY DAY

in the city of Olympia and urge all residents to join immigrant advocates to petition our elected state representatives to enact legislation to provide state and local government protections to all immigrants and their families in the state of Washington.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 21ST DAY OF JANUARY 2020.

OLYMPIA CITY COUNCIL

*Cheryl Selby
Mayor*



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

City Council

Approval of January 14, 2020 Study Session Meeting Minutes

Agenda Date: 1/21/2020
Agenda Item Number: 4.A
File Number:20-0074

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

Title

Approval of January 14, 2020 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 14, 2020

5:30 PM

Council Chambers

Study Session

1. ROLL CALL

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

2. OTHER BUSINESS

The City Council received an update on the need and history of the proposed Thurston County Court House and Regional Administrative Buildings from Thurston County District Court Judge Brett Buckley, Superior Court Judge Carol Murphy, Thurston County Commissioner Tye Menser and Thurston County Prosecuting Attorney Jon Tunheim.

Councilmember asked clarifying questions.

- 2.A** [20-0053](#) Thurston County Court House and Regional Administrative Buildings Update

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:42 p.m.



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

City Council

Approval of January 14, 2020 City Council Meeting Minutes

Agenda Date: 1/21/2020
Agenda Item Number: 4.B
File Number:20-0073

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

Title

Approval of January 14, 2020 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 14, 2020

7:00 PM

Council Chambers

1. ROLL CALL

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

1.A ANNOUNCEMENTS

Mayor noted the Council met earlier in Study Session where no decisions were made.

Interim City Manager Jay Burney gave an update on the encampment underneath the 4th Avenue Bridge.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [20-0039](#) Special Recognition - Proclamation Recognizing the 30th Anniversary of Homes First

The recognition was received.

2.B [20-0040](#) Special Recognition - Proclamation Recognizing the 30th Anniversary of KXXO - Mixx 96

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Bruce Pulford, Candy Mercer, Linda Moniz, Annabel Kirschner, Rose Gunderson, and Jon Pettit.

4. CONSENT CALENDAR

4.A [20-0054](#) Approval of January 7, 2020 City Council Meeting Minutes

The minutes were adopted.

- 4.B [20-0001](#) Approval of Bid Award for the Legion Way Improvements Project

The contract was adopted.

- 4.C [19-1166](#) Approval of a Resolution Authorizing an Agreement with Recovery Innovations International (RI) for the Crisis Response Unit

The resolution was adopted.

- 4.D [20-0020](#) Approval of a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooner Berry Farm for Lease of Property Lying Adjacent to Yelm Highway

The resolution was adopted.

- 4.E [20-0042](#) Approval of a Resolution Authorizing Participation in the Local Government Investment Pool

The resolution was adopted.

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances)

- 4.F [20-0031](#) Approval of an Ordinance Related to Alarm Response Fees

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

Approval of the Consent Agenda

Mayor Pro Tem 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 Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [20-0019](#) Acceptance of the Eastside Subarea Plan

Councilmember Cooper moved, seconded by Councilmember Parshley, to accept the Eastside Subarea Plan as recommended by the Land Use and Environment Committee. The motion carried by the following vote:

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

7. CONTINUED PUBLIC COMMENT - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

Interim City Manager Jay Burney noted a meeting date for an upcoming Council recognition item.

9. ADJOURNMENT

The meeting adjourned at 8:11 p.m.



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

City Council

Approval of Bills and Payroll Certification

Agenda Date: 1/21/2020
Agenda Item Number: 4.C
File Number:20-0086

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

Title
Approval of Bills and Payroll Certification

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **12/31/2019** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,339,384.79</u>
Fire Pension Gross Pay:	<u>\$ -</u>
TOTAL	<u><u>\$ 2,339,384.79</u></u>

Payroll Check Numbers	<u>92532</u>	<u>92535</u>	Manual Checks
And	<u> </u>	<u> </u>	Fire Pension Checks
And	<u> </u>	<u> </u>	Manual Checks
And	<u>92536</u>	<u>92546</u>	Semi Payroll Checks

and Direct Deposit transmission.

1/13/2020
DATE



ADMINISTRATIVE SERVICES DIRECTOR



City Council

Approval of a Resolution Authorizing an Interagency Agreement with the WA State Department of Commerce for a Grant to Complete a Regional Housing Action Plan

Agenda Date: 1/21/2020
Agenda Item Number: 4.D
File Number:20-0043

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

Title

Approval of a Resolution Authorizing an Interagency Agreement with the WA State Department of Commerce for a Grant to Complete a Regional Housing Action Plan

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the Interagency Agreement with the Department of Commerce and authorizing the Interim City Manager to sign the agreement.

Report

Issue:

Whether to approve an interagency agreement with the WA Department of Commerce to receive a grant to complete a regional housing action plan as described in the agreement.

Staff Contact:

Leonard Bauer, Interim Director, Community Planning and Development, 360.753.8206

Presenter(s):

None - Consent Calendar item

Background and Analysis:

The 2019 WA State Legislature approved E2SHB 1923. Among other provisions, this legislation directs the WA Department of Commerce to distribute grants to cities and counties to complete housing action plans.

Together with the Cities of Lacey and Tumwater, Olympia applied for a grant for a regional approach to their housing action plans. The three cities were awarded grants for a total of \$300,000. Lacey and Tumwater were awarded \$50,000, and Olympia was awarded \$200,000. Under an interlocal

agreement presented separately to the City Council, Olympia will direct \$150,000 to the Thurston Regional Planning Council for public outreach, data analysis and other tasks for the three-city region to support the cities' adoption of individual housing action plans.

E2SHB 1923 requires housing action plans to include multiple elements, including a housing needs assessment, which must result in a projection of housing needs by various income levels. It must also develop an income forecast and compare it to housing affordability. The regional approach will result in a menu of strategies to increase the supply of housing and variety of housing types to serve the region's projected housing needs. Olympia will form its housing action plan from this menu of strategies. The Olympia Comprehensive Plan's housing element will also be reviewed for potential updates. The detailed scope of work is in Attachment A of the interagency agreement.

Neighborhood/Community Interests (if known):

There is a strong interest in meeting housing affordability needs throughout Olympia and the region.

Options:

1. Approve the resolution and direct the Interim City Manager to sign the Interagency Agreement to receive \$200,000 grant for a housing action plan.
2. Do not approve the resolution.

Financial Impact:

The City will receive \$200,000 to complete a housing action plan. Under a separate item being considered by the City Council, an interlocal agreement with the Cities of Lacey and Tumwater, and the Thurston Regional Planning Council (TRPC), will provide \$150,000 of the Olympia grant to TRPC for a regional approach to the plan. The remaining \$50,000 of Olympia's grant funds will support city staff work on the housing action plan.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE DEPARTMENT OF COMMERCE TO ADDRESS HOUSING AFFORDABILITY.

WHEREAS, the Cities of Lacey, Olympia, and Tumwater submitted a joint grant application to the Washington State Department of Commerce (Commerce) Growth Management Services to develop a Housing Action Plan; and

WHEREAS, the City of Olympia (Olympia) was awarded \$200,000 in grant funds with the understanding that they will subcontract with the Thurston Regional Planning Council (TRPC) for services related to the grant that will support the joint Housing Action Plan for the Cities of Lacey, Olympia, and Tumwater; and

WHEREAS, per Olympia Municipal Code Section 3.16.020.C, it is necessary for the City Council to approve the Grant Agreement and authorize the signature of all documents necessary to obligate funds for the Project;

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

1. The Olympia City Council hereby approves the Grant Agreement between the City of Olympia and Washington State Department of Commerce to address housing affordability and the terms and conditions contained therein.
2. The Interim City Manager is directed and authorized to execute on behalf of the City of Olympia the Grant Agreement, and any other documents necessary to obligate funds for the housing affordability project, and to make any minor modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



Department of Commerce

Final Template: Add Final Scope and Budget

Interagency Agreement with

City of Olympia

through

Growth Management Services

For

E2SHB 1923 Grant to adopt a Housing Action Plan

Start date:

Date of Execution

TABLE OF CONTENTS

Special Terms and Conditions

1.	Authority.....	1
2.	Contract Management	1
3.	Compensation	1
4.	Expenses.....	1
5.	Billing Procedures and Payment.....	1
6.	Insurance.....	2
7.	Subcontractor Data Collection	2
8.	Order of Precedence.....	2

General Terms and Conditions

1.	Definitions	3
2.	All Writings Contained Herein.....	3
3.	Amendments.....	3
4.	Assignment	3
5.	Confidentiality and Safeguarding of Information	3
6.	Copyright.....	4
7.	Disputes	4
8.	Governing Law and Venue	4
9.	Indemnification.....	5
10.	Licensing, Accreditation and Registration	5
11.	Recapture	5
12.	Records Maintenance.....	5
13.	Savings	5
14.	Severability	5
15.	Subcontracting.....	5
16.	Survival	6
17.	Termination for Cause	6
18.	Termination for Convenience	6
19.	Termination Procedures	6
20.	Treatment of Assets.....	7
21.	Waiver.....	8

Attachment A, Scope of Work
Attachment B, Budget

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **two hundred thousand dollars (\$200,000)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63314-019. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 28, 2019, the effective date of Engrossed Second Substitute House Bill 1923 (2019). To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; ~~hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and~~ volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Task 1	Project Management a. Execute interlocal agreement with project partners	12/1/2019	6/15/2021
Deliverable 1.1	Interlocal agreement		2/1/2020
Task 2	Project Coordination and Outreach a. Convene monthly project staff meetings b. Develop and manage project website c. Convene stakeholder committee (Required element (f)) d. Brief Olympia City Council and Planning Commission throughout the project.	1/1/2020	5/31/2021
Deliverable 2.1	Project staff meeting agendas		6/15/2021
Deliverable 2.2	Project website		2/1/2020
Deliverable 2.3	Staff reports to stakeholder committee		6/15/2021
Task 3	Plan Development		
Task 3-1	Regional Housing Needs Assessment		
Step 3-1.a	<ul style="list-style-type: none"> a. Data Development and Analysis <ul style="list-style-type: none"> i. Develop and administer a rental housing landlord survey to determine what residents are paying for housing (not a vacant unit cost survey). Take care to coordinate with the Runstad Center for Real Estate Studies to ensure minimum duplication. Create the survey to be streamlined so that it can be administered on a quarterly or semi-annual basis to provide up-to-date information on the cost of rental housing in various areas (including major centers) within the Lacey-Olympia-Tumwater urban area. ii. Document existing housing stock, including location (including major centers), age, value, and size where possible. (Required element (a)). For single-family units, duplexes, triplexes, and condominium units, the source of data will be Thurston County Assessor records. For four or more rental units, the source of data will be the rental housing landlord survey and other reliable sources that can be identified. iii. Document trends in housing affordability, comparing Thurston County to adjacent counties where possible. (Required element (a)). 	12/1/2019	1/15/2021

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
	<ul style="list-style-type: none"> iv. Document trends in recent housing growth, examining the location, types, and value (affordability) of new housing stock at the zoning district level. Compare this to Comprehensive Plan zoning. (Required for evaluation in Required element (e)). v. Summarize the Comprehensive Housing Affordability Strategy (CHAS) data set to document trends in housing affordability. (Required element (a)). (This data set, based on the American Community Survey (ACS) data from the US Census, provides information on cost burdened and severely cost burdened households, and is available for several time frames starting with 2006 at the county level. vi. Develop a projection of housing needs by income levels (30%, 50%, 80%, 100%, 120%, and above of Area Median Income) at the countywide and city/UGA level (Required element (a)). vii. Analyze the average wages for each employment sector in the regional employment forecast (20 year) to gain a better understanding of how wages will change over time given the type of employment forecast. Compare that to income and housing affordability. Develop an income forecast. (Required element (c)). viii. Work with the Cities of Lacey and Tumwater to identify example new housing development and redevelopment sites and assess suitability for types of housing, supporting infrastructure, market constraints (ratio of development/construction costs to local market rent/sale capacity) 		
Step 3-1.b	<ul style="list-style-type: none"> b. Policy Development <ul style="list-style-type: none"> i. Develop a menu of strategies to increase the supply of housing and variety of housing types needed to serve the housing needs identified through the Data Analysis. (Required element (b)). Consider strategies to minimize displacement of low-income residents resulting from redevelopment. (Required element (d)). 	3/1/2020	1/15/2021
Task 3-2	Individual City Housing Action Plans		

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Step 3-2.a	<ul style="list-style-type: none"> c. Comprehensive Plan Housing Element Review <ul style="list-style-type: none"> i. Review and evaluate the current housing elements in the City of Olympia comprehensive plan. Align this review with data developed through the Buildable Lands program for Thurston County and the Data Analysis. ii. Review the effectiveness of City of Olympia existing code provisions related to housing 	3/1/2020	1/15/2021
Step 3-2.b	d. For the City of Olympia, develop a List of Actions from the broader regional menu	9/1/2020	1/15/2021
Step 3-2.c	<ul style="list-style-type: none"> e. Plan Assembly <ul style="list-style-type: none"> i. As part of the group scope for the Cities of Lacey, Olympia, and Tumwater, develop a draft Housing Action Plan for the three cities. The Plan will contain a separate chapter or appendix listing city-specific actions. 	1/1/2021	1/31/2021
Deliverable 3.1	Housing Needs Assessment and Analysis for Lacey, Olympia, and Tumwater		1/15/2021
Deliverable 3.2	Rental housing survey		1/31/2021
Deliverable 3.3	Housing needs projection for various household income levels		1/31/2021
Deliverable 3.4	Review of City of Olympia Housing Element and development code		1/15/2021
Deliverable 3.5	Draft Housing action plan for the Cities of Lacey, Olympia, and Tumwater		1/31/2021
Task 4	Plan Adoption <ul style="list-style-type: none"> a. Develop final Housing Plan for the City of Olympia. b. Support development of the Housing Plans for the Cities of Lacey and Tumwater 	1/31/2021	6/15/2021
Deliverable 4.1	Final Housing Action Plan adoption by the Olympia City Council		6/15/2021

Budget

Deliverable	Total
Deliverable 1.1 Interlocal agreement	\$8,000
Deliverable 2.1 Project staff meeting agendas	\$15,000
Deliverable 2.2 Project website	\$10,000
Deliverable 2.3 Staff reports to stakeholder committee	\$10,000
Deliverable 3.1 Housing Needs Assessment and Analysis for Lacey, Olympia and Tumwater	\$20,000
Deliverable 3.2 Rental housing survey	\$40,000
Deliverable 3.3 Housing needs projection for various household income levels	\$16,000
Deliverable 3.4 Review of City of Olympia Housing Element and development code	\$5,000
Deliverable 3.5 Draft Housing Action Plan for the City of Olympia	\$16,000
Deliverable 4.1 Final Housing Action Plan adoption by the City of Olympia	\$60,000
TOTAL	\$200,000

NOTE: The final deliverable for this grant represents thirty percent (30%) of the total grant award and payment is contingent upon submittal of a copy of the final, adopted local action.



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with the Cities of Lacey and Tumwater, and the Thurston Regional Planning Council, for Housing Action Plans

Agenda Date: 1/21/2020
Agenda Item Number: 4.E
File Number:20-0044

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement with the Cities of Lacey and Tumwater, and the Thurston Regional Planning Council, for Housing Action Plans

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing an Interlocal Agreement with the cities of Lacey and Tumwater, and the Thurston Regional Planning Council, for Housing Action Plans and authorize the Interim City Manager to sign the agreement.

Report

Issue:

Whether to enter into an agreement with the cities of Lacey and Tumwater, and the Thurston Regional Planning Council, for a regional approach to completing Housing Action Plans. Olympia's Housing Action Plan would be funded through a grant from the WA Department of Commerce (which is under consideration by the City Council separately).

Staff Contact:

Leonard Bauer, Interim Director, Community Planning & Development, 360.753.8206

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The 2019 WA State Legislature approved E2SHB 1923. Among other provisions, this legislation directs the WA Department of Commerce to distribute grants to cities and counties to complete housing action plans.

Together with the Cities of Lacey and Tumwater, Olympia applied for a grant for a regional approach

to their housing action plans. The three cities were awarded grants for a total of \$300,000. Lacey and Tumwater were awarded \$50,000; Olympia was awarded \$200,000.

Under this proposed interlocal agreement, Olympia will direct \$150,000 of its grant funds to the Thurston Regional Planning Council (TRPC) to complete public outreach, data analysis and other tasks for the three-city region. TRPC's work products will support the cities' adoption of individual housing action plans. The detailed scope of work to be performed by TRPC is in Attachment A of the interlocal agreement. All three cities will guide TRPC's work and share the work products, which each city would then use to adopt its housing action plan.

E2SHB 1923 requires housing action plans to include multiple elements, including a housing needs assessment, which must result in a projection of housing needs by various income levels. It must also develop an income forecast and compare it to housing affordability. The regional approach will result in a menu of strategies to increase the supply of housing and variety of housing types to serve the region's projected housing needs. Olympia will form its housing action plan from this menu of strategies. The Olympia Comprehensive Plan's housing element will also be reviewed for potential updates.

Neighborhood/Community Interests (if known):

There is a strong interest in meeting housing affordability needs throughout Olympia and the region.

Options:

1. Approve the resolution and direct the Interim City Manager to sign the Interlocal Agreement with the Cities of Lacey and Tumwater, and Thurston Regional Planning Council, for a regional approach to a housing action plan.
2. Do not approve the resolution.

Financial Impact:

The City will receive a \$200,000 grant from the WA Department of Commerce to complete a housing action plan. Under the interlocal agreement Olympia would provide \$150,000 of the grant to TRPC for the work outlined in Exhibit A of the agreement. Olympia's remaining \$50,000 grant funds will support city staff work on the city's housing action plan.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF LACEY, OLYMPIA, AND TUMWATER AND THURSTON REGIONAL PLANNING COUNCIL FOR DEVELOPMENT OF A HOUSING ACTION PLAN.

WHEREAS, the Parties believe a joint Housing Action Plan for Lacey, Olympia, and Tumwater would be more efficient and effective than individual housing actions plans; and

WHEREAS, LACEY, OLYMPIA, and TUMWATER submitted a joint grant application to the Washington State Department of Commerce (Commerce) Growth Management Services to develop a Housing Action Plan with Thurston Regional Planning Council (TRPC) identified as a partner in the Housing Action Plan development; and

WHEREAS, LACEY was awarded \$50,000 from Commerce (Commerce Contract #20-63314-049); and

WHEREAS, TUMWATER was awarded \$50,000 from Commerce (Commerce Contract #20-63314-048); and

WHEREAS, OLYMPIA was awarded \$200,000 (Commerce Contract #20-63314-019) with the understanding that they will subcontract with TRPC for services related to the grant that support the joint Housing Action Plan for the Cities of Lacey, Olympia, and Tumwater; and

WHEREAS, OLYMPIA has received approval from Commerce to subcontract with TRPC;

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

1. The Olympia City Council hereby approves the Interlocal Agreement between the Cities of Lacey, Olympia, and Tumwater and Thurston Regional Planning Council to develop a Housing Action Plan and the terms and conditions contained therein.
2. The Interim City Manager is directed and authorized to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to obligate funds for the housing affordability project, 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 _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**Interlocal Agreement Between the City of Lacey, the City of Olympia, the City of
Tumwater, and Thurston Regional Planning Council
For the Development of a Housing Action Plan for the Cities of Lacey, Olympia, and
Tumwater**

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto below between: the City of Lacey, a Washington municipal corporation, (hereinafter "LACEY"); the City of Olympia, a Washington municipal corporation, (hereinafter "OLYMPIA"); the City of Tumwater, a Washington municipal corporation, (hereinafter "TUMWATER"); and the Thurston Regional Planning Council, a state-designated council of governments and regional transportation planning organization, (hereinafter "TRPC"), collectively referred to as "the Parties."

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

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

WHEREAS, the Parties believe a joint Housing Action Plan for Lacey, Olympia, and Tumwater would be more efficient and effective than individual housing actions plans; and

WHEREAS, LACEY, OLYMPIA, and TUMWATER submitted a joint grant application to the Washington State Department of Commerce (Commerce) Growth Management Services (E2SHB 1923 Grant) to develop a Housing Action Plan with TRPC identified as a partner in the Housing Action Plan development; and

WHEREAS, LACEY, OLYMPIA, and TUMWATER applied for a \$300,000 grant from Commerce for work relating to the E2SHB 1923 Grant, State Fiscal Years 2019-2021; and

WHEREAS, LACEY was awarded \$50,000 from Commerce (Commerce Contract #20-63314-049); and

WHEREAS, TUMWATER was awarded \$50,000 from Commerce (Commerce Contract #20-63314-048); and

WHEREAS, OLYMPIA was awarded \$200,000 (Commerce Contract #20-63314-019) with the understanding that they will subcontract with TRPC for services related to the grant that support the joint Housing Action Plan for the Cities of Lacey, Olympia, and Tumwater; and

WHEREAS, OLYMPIA has received approval from Commerce to subcontract with TRPC;
and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. Services Provided by OLYMPIA

A description of the services to be performed by OLYMPIA is set forth in Exhibit A Scope of Work, attached hereto and incorporated herein by reference.

Time is of the essence in the performance of the contracts with Commerce. OLYMPIA shall complete its work in accordance with the schedule agreed to by the Parties.

OLYMPIA is responsible to COMMERCE if TRPC fails to comply with any applicable term or condition of Commerce Contract #20-63314-019. OLYMPIA shall appropriately monitor the activities of the TRPC to assure fiscal conditions of Commerce Contract #20-63314-019.

OLYMPIA shall pay TRPC for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

No payment shall be made for any work performed by the TRPC, except for work identified and set forth in this Agreement and exhibits incorporated by reference into this Agreement.

II. Services Provided by TRPC

TRPC represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Agreement.

A description of the services to be performed by TRPC is set forth in Exhibit A Scope of Work, attached hereto and incorporated herein by reference.

TRPC will submit invoices, as applicable, in accordance with Exhibit A: Scope of Work for payment of completed work during the billing period, and not to exceed a total of \$150,000.

Time is of the essence in the performance of the contracts with Commerce. TRPC shall complete its work in accordance with the schedule agreed to by the Parties.

TRPC is bound to follow all applicable terms of Commerce Contract #20-63314-019. All terms, conditions, flow-down provisions, and requirements of Commerce Contract #20-63314-019 apply to TRPC attached hereto as Exhibit B.

III. Services Provided by LACEY

A description of the services to be performed by LACEY is set forth in Exhibit C – Lacey Scope of Work, attached hereto and incorporated herein by reference.

IV. Services Provided by TUMWATER

A description of the services to be performed by TUMWATER is set forth in Exhibit D – Tumwater Scope of Work, attached hereto and incorporated herein by reference.

V. Indemnification and Insurance

Each Party agrees to defend, indemnify, and hold the other Parties, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney's fees, arising out of or in connection with ~~the indemnifying Party's performance of this Agreement, including injuries and damages~~ caused by the negligence of the indemnifying Party's officers, officials, and employees.

The Parties agree to maintain liability insurance; this may be fulfilled by a party's membership and coverage in WCIA, a self-insured municipal insurance pool.

I. No Separate Legal Entity Created

This Agreement creates no separate legal entity. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

II. Relationship of the Parties

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

III. Duration of Agreement

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate on June 15, 2021, unless sooner terminated by the Parties as provided herein.

IV. Dispute Resolution

- a. Step One – Negotiation. In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall attempt to adjust their differences by informal negotiation. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The letter shall be identified as a formal request for

negotiation and it shall propose a date for representatives of the Parties to meet. The other Parties shall respond in writing within ten (10) business days. The response shall succinctly and directly set out that Party's view of the issues or state that there is no disagreement. The Parties shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the Party initiating dispute resolution. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached, the resolution shall be memorialized in a memorandum signed by all Parties, which shall become an addendum to this Agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step One expenses. Negotiation under this provision shall not exceed 90 days. If a resolution is not reached within 90 days, the Parties shall proceed to mediation.

- b. Step Two – Mediation. If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any Party may demand mediation. The mediator shall be chosen by agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step Two expenses. The parties to the mediation will share the cost of the mediator. A successful mediation shall result in a memorandum agreement, which shall become an addendum to this Agreement. Mediation under this provision shall not exceed 90 days. If the mediation is not successful within 90 days, the Parties may proceed to litigation.
- c. Step Three – Litigation. Unless otherwise agreed by the Parties in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any legal action. A Party may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Parties cannot reach a tolling agreement, or if either Party determines the public health, safety, or welfare is threatened.

V. Amendments

This Agreement may be amended only by written agreement executed in accordance with Chapter 39.34 RCW.

VI. Termination of Agreement

This Agreement may be terminated upon mutual agreement of the Parties.

VII. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

VIII. **Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

IX. **Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

X. **Counterparts**

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the Parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.

XI. **Notice**

Any notice required under this Agreement shall be to the party at the address listed below and it shall become effective three days following the date of deposit with the United States Postal Service.

CITY OF LACEY

Attn: Rick Walk, Director of Community and Economic Development
Re: Housing Action Plan for Lacey, Olympia, and Tumwater
420 College Street SE
Lacey, WA 98503

CITY OF OLYMPIA

Attn: Leonard Bauer, Interim Director, Community Planning and Development
Re: Housing Action Plan for Lacey, Olympia, and Tumwater
P.O. Box 1967
Olympia, WA 98507-1967

CITY OF TUMWATER

Attn: Brad Medrud, Planning Manager
Re: Housing Action Plan for Lacey, Olympia, and Tumwater
555 Israel Road. SW
Tumwater, WA 98501

THURSTON REGIONAL PLANNING COUNCIL

Attn: R. Veena Tabbutt, Deputy Director
Re: Housing Action Plan for Lacey, Olympia, and Tumwater
2424 Heritage Court SW, Suite A
Olympia, WA 98502

XII. Waiver

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

XIII. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XIV. Records Retention and Audit

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

[Signatures are affixed to next page.]

This Agreement is hereby entered between the Parties and it shall take effect on the date of the last authorizing signature affixed hereto:

GOVERNMENT AGENCY EXECUTIVE

APPROVED AS TO FORM

<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <p>_____</p> <p>Scott Spence, City Manager Date: _____</p> <p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p> <p>_____</p> <p>Steven J. Burney, Interim City Manager Date: _____</p> <p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <p>_____</p> <p>Pete Kmet, Mayor Date: _____</p> <p>THURSTON REGIONAL PLANNING COUNCIL 2424 Heritage Court SW, Suite A Olympia, WA 98502</p> <p>_____</p> <p>Marc Daily, Executive Director Date: _____</p>	<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <p>_____</p> <p>David Schneider, City Attorney Date: _____</p> <p>CITY OF OLYMPIA 601 4th Avenue East Olympia, WA 98501</p> <p><i>Mark Barber</i></p> <p>_____</p> <p>Mark Barber, City Attorney Date: <u>1/8/2020</u></p> <p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <p>_____</p> <p>Karen Kirkpatrick, City Attorney Date: _____</p>
--	--

Exhibit A
Thurston Regional Planning Council Scope of Work
Housing Action Plan

Scope of Work

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Task 1	Project Management a. Execute interlocal agreement with project partners b. Invoices	12/1/2019	6/15/2021
Deliverable 1.1	Interlocal agreement		2/1/2020
Task 2	Project Coordination and Outreach a. Convene monthly project staff meetings b. Develop and manage project website c. Convene stakeholder committee (Required element (f))	1/1/2020	5/31/2021
Deliverable 2.1	Project staff meeting agendas		6/15/2021
Deliverable 2.2	Project website		2/1/2020
Deliverable 2.3	Staff reports to stakeholder committee		6/15/2021
Task 3	Plan Development		
Task 3-1	Regional Housing Needs Assessment		
Step 3-1.a	<ul style="list-style-type: none"> a. Data Development and Analysis <ul style="list-style-type: none"> i. Develop and administer a rental housing landlord survey to determine what residents are paying for housing (not a vacant unit cost survey). Take care to coordinate with the Runstad Center for Real Estate Studies to ensure minimum duplication. Create the survey to be streamlined so that it can be administered on a quarterly or semi-annual basis to provide up-to-date information on the cost of rental housing in various areas (including major centers) within the Lacey-Olympia-Tumwater urban area. ii. Document existing housing stock, including location (including major centers), age, value, and size where possible. (Required element (a)). For single-family units, duplexes, triplexes, and condominium units, the source of data will be Thurston County Assessor records. For four or more rental units, the source of data will be the rental housing landlord survey and other reliable sources that can be identified. iii. Document trends in housing affordability, comparing Thurston County to adjacent counties where possible. (Required element (a)). iv. Document trends in recent housing growth, examining the location, types, and value (affordability) of new housing stock at the zoning 	12/1/2019	12/31/2020

Exhibit A
 Thurston Regional Planning Council Scope of Work
 Housing Action Plan

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
	<p>district level. Compare this to Comprehensive Plan zoning. (Required for evaluation in Required element (e)).</p> <p>v. Summarize the Comprehensive Housing Affordability Strategy (CHAS) data set to document trends in housing affordability. (Required element (a)). (This data set, based on the American Community Survey (ACS) data from the US Census, provides information on cost burdened and severely cost burdened households, and is available for several time frames starting with 2006 at the county level.</p>		
	<p>vi. Develop a projection of housing needs by income levels (30%, 50%, 80%, 100%, 120%, and above of Area Median Income) at the countywide and city/UGA level (Required element (a)).</p> <p>vii. Analyze the average wages for each employment sector in the regional employment forecast (20 year) to gain a better understanding of how wages will change over time given the type of employment forecast. Compare that to income and housing affordability. Develop an income forecast. (Required element (c)).</p> <p>viii. Work with the Cities of Lacey, Olympia and Tumwater to identify example new housing development and redevelopment sites and assess suitability for types of housing, supporting infrastructure, market constraints (ratio of development/construction costs to local market rent/sale capacity)</p>		
Step 3-1.b	<p>b. Policy Development</p> <p>i. Develop a menu of strategies to increase the supply of housing and variety of housing types needed to serve the housing needs identified through the Data Analysis. (Required element (b)). Consider strategies to minimize displacement of low-income residents resulting from redevelopment. (Required element (d)).</p>	3/1/2020	1/15/2021

Exhibit A
Thurston Regional Planning Council Scope of Work
Housing Action Plan

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Task 3-2	Individual City Housing Action Plans		
Step 3-2.c	e. Plan Assembly i. As part of the group scope for the Cities of Lacey, Olympia, and Tumwater, develop a draft Housing Action Plan for the three cities. The Plan will contain a separate chapter or appendix listing city-specific actions.	1/1/2021	1/31/2021
Deliverable 3.1	Housing Needs Assessment and Analysis for Lacey, Olympia, and Tumwater		12/31/2020
Deliverable 3.2	Rental housing survey		1/31/2021
Deliverable 3.3	Housing needs projection for various household income levels		1/31/2021
Deliverable 3.5	Draft Housing action plan for the Cities of Lacey, Olympia, and Tumwater		1/31/2021
Task 4	Plan Adoption b. Support development of the Housing Plans for the Cities of Lacey, Olympia and Tumwater	1/31/2021	6/15/2021
Deliverable 4.1	Final Housing Action Plan adoption by the Olympia City Council		6/15/2021

Exhibit A
Thurston Regional Planning Council Scope of Work
Housing Action Plan

Budget

Deliverable	TRPC
Deliverable 1.1 Interlocal agreement	\$4,000
Deliverable 2.1 Project staff meeting agendas	\$10,000
Deliverable 2.2 Project website	\$10,000
Deliverable 2.3 Staff reports to stakeholder committee	\$10,000
Deliverable 3.1 Housing Needs Assessment and Analysis for Lacey, Olympia and Tumwater	\$20,000
Deliverable 3.2 Rental housing survey	\$40,000
Deliverable 3.3 Housing needs projection for various household income levels	\$16,000
Deliverable 3.5 Draft Housing Action Plan for the Cities of Lacey, Olympia, and Tumwater	\$35,000
Deliverable 4.1 Final Housing Action Plan adoption by the City of Olympia	\$5,000
TOTAL	\$150,000

Below is an estimate of staff hours and budget by partner for the total project. The shaded portions of the tables below are part of the City of Olympia contract with the Department of Commerce.

Budget

	Olympia	Lacey	Tumwater	TRPC	Total
1. Project Management	\$4,000	\$5,000	\$4,500	\$4,000	\$17,500
2. Project Coordination and Outreach	\$5,000	\$7,000	\$7,000	\$30,000	\$49,000
3. Plan Development	\$26,000	\$33,500	\$33,500	\$111,000	\$204,000
a. Data Development and Analysis	\$3,000	\$9,800	\$3,000	\$76,000	\$91,800
b. Policy Development	\$12,000	\$13,800	\$14,000	\$10,000	\$49,800
c. Comprehensive Plan Housing Element Review	\$8,000	\$4,500	\$10,000	\$10,000	\$32,500
d. Development of a List of Actions	\$2,000	\$4,000	\$5,000	\$5,000	\$16,000
e. Plan Assembly	\$1,000	\$1,400	\$1,500	\$10,000	\$13,900
4. Plan Adoption	\$15,000	\$4,500	\$5,000	\$5,000	\$29,500
Total	\$50,000	\$50,000	\$50,000	\$150,000	\$300,000

Exhibit A
Thurston Regional Planning Council Scope of Work
Housing Action Plan

**Hours and Direct Costs
(Estimated Hours)**

	Olympia	Lacey	Tumwater	TRPC	Total
1. 1. Project Management	75	70	64	36	245
2. 2. Project Coordination and Outreach	87	105	100	350	642
3. 3. Plan Development	448	521	494	1,187	2,650
a. a. Data Development and Analysis	50	145	44	1187	26500
b. Policy Development	206	215	208	111	740
b. Comprehensive Plan Housing					
c. Review	140	78	144	103	465
d. Development of a List of Actions	32	63	72	59	226
e. Plan Assembly	20	20	26	113	179
4. 4. Plan Adoption	258	70	76	54	458
Total	868	766	734	1,627	3,995

Direct Costs: \$3,000 for printing and postage.

Consultant: Consultant expertise may be needed for market conditions assessment. Hours in Task 3 will be reduced accordingly to accommodate this.



Department of Commerce

Final Template: Add Final Scope and Budget

Interagency Agreement with

City of Olympia

through

Growth Management Services

For

E2SHB 1923 Grant to adopt a Housing Action Plan

Start date:

Date of Execution

EXHIBIT B

TABLE OF CONTENTS

Special Terms and Conditions

1. Authority.....1
2. Contract Management1
3. Compensation.....1
4. Expenses.....1
5. Billing Procedures and Payment.....1
6. Insurance.....2
7. Subcontractor Data Collection.....2
8. Order of Precedence.....2

General Terms and Conditions

1. Definitions.....3
2. All Writings Contained Herein.....3
3. Amendments.....3
4. Assignment3
5. Confidentiality and Safeguarding of Information3
6. Copyright.....4
7. Disputes.....4
8. Governing Law and Venue4
9. Indemnification.....5
10. Licensing, Accreditation and Registration5
11. Recapture5
12. Records Maintenance.....5
13. Savings5
14. Severability5
15. Subcontracting.....5
16. Survival6
17. Termination for Cause6
18. Termination for Convenience6
19. Termination Procedures6
20. Treatment of Assets.....7
21. Waiver.....8

Attachment A, Scope of Work
Attachment B, Budget

EXHIBIT B
SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS

1. **AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. **CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. **COMPENSATION**

COMMERCE shall pay an amount not to exceed **two hundred thousand dollars (\$200,000)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. **EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. **BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63314-019. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 28, 2019, the effective date of Engrossed Second Substitute House Bill 1923 (2019). To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT STATE FUNDS

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

EXHIBIT B
**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

EXHIBIT B

GENERAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT STATE FUNDS

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. ~~In the event the Materials are not considered "works for hire"~~ under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

EXHIBIT B

GENERAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT STATE FUNDS

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

EXHIBIT B

GENERAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT STATE FUNDS

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

EXHIBIT B

GENERAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT STATE FUNDS

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

EXHIBIT B

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Task 1	Project Management a. Execute interlocal agreement with project partners	12/1/2019	6/15/2021
Deliverable 1.1	Interlocal agreement		2/1/2020
Task 2	Project Coordination and Outreach a. Convene monthly project staff meetings b. Develop and manage project website c. Convene stakeholder committee <i>(Required element (f))</i> d. Brief Olympia City Council and Planning Commission throughout the project.	1/1/2020	5/31/2021
Deliverable 2.1	Project staff meeting agendas		6/15/2021
Deliverable 2.2	Project website		2/1/2020
Deliverable 2.3	Staff reports to stakeholder committee		6/15/2021
Task 3	Plan Development		
Task 3-1	Regional Housing Needs Assessment		
Step 3-1.a	a. Data Development and Analysis i. Develop and administer a rental housing landlord survey to determine what residents are paying for housing (not a vacant unit cost survey). Take care to coordinate with the Runstad Center for Real Estate Studies to ensure minimum duplication. Create the survey to be streamlined so that it can be administered on a quarterly or semi-annual basis to provide up-to-date information on the cost of rental housing in various areas (including major centers) within the Lacey-Olympia-Tumwater urban area. ii. Document existing housing stock, including location (including major centers), age, value, and size where possible. <i>(Required element (a))</i> . For single-family units, duplexes, triplexes, and condominium units, the source of data will be Thurston County Assessor records. For four or more rental units, the source of data will be the rental housing landlord survey and other reliable sources that can be identified. iii. Document trends in housing affordability, comparing Thurston County to adjacent counties where possible. <i>(Required element (a))</i> .	12/1/2019	1/15/2021

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
	<ul style="list-style-type: none"> iv. Document trends in recent housing growth, examining the location, types, and value (affordability) of new housing stock at the zoning district level. Compare this to Comprehensive Plan zoning. (Required for evaluation in Required element (e)). v. Summarize the Comprehensive Housing Affordability Strategy (CHAS) data set to document trends in housing affordability. (Required element (a)). (This data set, based on the American Community Survey (ACS) data from the US Census, provides information on cost burdened and severely cost burdened households, and is available for several time frames starting with 2006 at the county level. vi. Develop a projection of housing needs by income levels (30%, 50%, 80%, 100%, 120%, and above of Area Median Income) at the countywide and city/UGA level (Required element (a)). vii. Analyze the average wages for each employment sector in the regional employment forecast (20 year) to gain a better understanding of how wages will change over time given the type of employment forecast. Compare that to income and housing affordability. Develop an income forecast. (Required element (c)). viii. Work with the Cities of Lacey and Tumwater to identify example new housing development and redevelopment sites and assess suitability for types of housing, supporting infrastructure, market constraints (ratio of development/construction costs to local market rent/sale capacity) 		
Step 3-1.b	<ul style="list-style-type: none"> b. Policy Development <ul style="list-style-type: none"> i. Develop a menu of strategies to increase the supply of housing and variety of housing types needed to serve the housing needs identified through the Data Analysis. (Required element (b)). Consider strategies to minimize displacement of low-income residents resulting from redevelopment. (Required element (d)). 	3/1/2020	1/15/2021
Task 3-2	Individual City Housing Action Plans		

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Step 3-2.a	c. Comprehensive Plan Housing Element Review i. Review and evaluate the current housing elements in the City of Olympia comprehensive plan. Align this review with data developed through the Buildable Lands program for Thurston County and the Data Analysis. ii. Review the effectiveness of City of Olympia existing code provisions related to housing	3/1/2020	1/15/2021
Step 3-2.b	d. For the City of Olympia, develop a List of Actions from the broader regional menu	9/1/2020	1/15/2021
Step 3-2.c	e. Plan Assembly i. As part of the group scope for the Cities of Lacey, Olympia, and Tumwater, develop a draft Housing Action Plan for the three cities. The Plan will contain a separate chapter or appendix listing city-specific actions.	1/1/2021	1/31/2021
Deliverable 3.1	Housing Needs Assessment and Analysis for Lacey, Olympia, and Tumwater		1/15/2021
Deliverable 3.2	Rental housing survey		1/31/2021
Deliverable 3.3	Housing needs projection for various household income levels		1/31/2021
Deliverable 3.4	Review of City of Olympia Housing Element and development code		1/15/2021
Deliverable 3.5	Draft Housing action plan for the Cities of Lacey, Olympia, and Tumwater		1/31/2021
Task 4	Plan Adoption a. Develop final Housing Plan for the City of Olympia. b. Support development of the Housing Plans for the Cities of Lacey and Tumwater	1/31/2021	6/15/2021
Deliverable 4.1	Final Housing Action Plan adoption by the Olympia City Council		6/15/2021

Budget

Deliverable	Total	Olympia	TRPC
Deliverable 1.1 Interlocal agreement	\$8,000	\$4,000	\$4,000
Deliverable 2.1 Project staff meeting agendas	\$15,000	\$5,000	\$10,000
Deliverable 2.2 Project website	\$10,000	\$0	\$10,000
Deliverable 2.3 Staff reports to stakeholder committee	\$10,000	\$0	\$10,000
Deliverable 3.1 Housing Needs Assessment and Analysis for Lacey, Olympia and Tumwater	\$20,000	\$0	\$20,000
Deliverable 3.2 Rental housing survey	\$40,000	\$0	\$40,000
Deliverable 3.3 Housing needs projection for various household income levels	\$16,000	\$0	\$16,000
Deliverable 3.4 Review of City of Olympia Housing Element and development code	\$5,000	\$5,000	\$0
Deliverable 3.5 Draft Housing Action Plan for the Cities of Lacey, Olympia, and Tumwater	\$56,000	\$21,000	\$35,000
Deliverable 4.1 Final Housing Action Plan adoption by the City of Olympia	\$20,000	\$15,000	\$5,000
TOTAL	\$200,000	\$50,000	\$150,000

Below is an estimate of staff hours and budget by partner for the total project. The shaded portions of the tables below are part of the City of Olympia contract with the Department of Commerce.

Budget

	Olympia	Lacey	Tumwater	TRPC	Total
1. Project Management	\$4,000	\$5,000	\$4,500	\$4,000	\$17,500
2. Project Coordination and Outreach	\$5,000	\$7,000	\$7,000	\$30,000	\$49,000
3. Plan Development	\$26,000	\$33,500	\$33,500	\$111,000	\$204,000
a. Data Development and Analysis	\$3,000	\$9,800	\$3,000	\$76,000	\$91,800
b. Policy Development	\$12,000	\$13,800	\$14,000	\$10,000	\$49,800
c. Comprehensive Plan Housing Element Review	\$8,000	\$4,500	\$10,000	\$10,000	\$32,500
d. Development of a List of Actions	\$2,000	\$4,000	\$5,000	\$5,000	\$16,000
e. Plan Assembly	\$1,000	\$1,400	\$1,500	\$10,000	\$13,900
4. Plan Adoption	\$15,000	\$4,500	\$5,000	\$5,000	\$29,500
Total	\$50,000	\$50,000	\$50,000	\$150,000	\$300,000

**Hours and Direct Costs
(Estimated Hours)**

	Olympia	Lacey	Tumwater	TRPC	Total
1. 1. Project Management	75	70	64	36	245
2. 2. Project Coordination and Outreach	87	105	100	350	642
3. 3. Plan Development	448	521	494	1,187	2,650
a. a. Data Development and Analysis	50	145	44	1187	26500
b. Policy Development	206	215	208	111	740
b. Comprehensive Plan Housing					
c. Review	140	78	144	103	465
d. Development of a List of Actions	32	63	72	59	226
e. Plan Assembly	20	20	26	113	179
4. 4. Plan Adoption	258	70	76	54	458
Total	868	766	734	1,627	3,995

Direct Costs: \$3,000 for printing and postage.

Consultant: Consultant expertise may be needed for market conditions assessment. Hours in Task 3 will be reduced accordingly to accommodate this.

EXHIBIT C

Attachment A

Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) *Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) *Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) *Analyze population and employment trends, with documentation of projections;*
- (d) *Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) *Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) *Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) *Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts in May and November of 2020 to review progress in meeting milestones, deliverables and invoicing.

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Task 1	Project Management a. Execute interlocal agreement with project partners	12/1/2019	6/15/2021
Deliverable 1	• Interlocal agreement for the City of Lacey portion of the project.		2/1/2020
Task 2	Project Coordination and Outreach • Brief Lacey City Council and planning commissions throughout project.	3/1/2020	01/15/2021
Task 3	Individual City of Lacey Housing Action Plan	3/1/2020	

Attachment A

Task 3-1.a	a. Data Development and Analysis	3/1/2020	1/15/2021
Steps/ Deliverables	Description	Start Date	End Date
	<p>a. Identify selected new housing development and redevelopment sites within Lacey and assess suitability for types of housing, supporting infrastructure, market constraints (ratio of development/construction costs to local market rent/sale capacity)</p> <p>b. Comprehensive Plan Housing Element Review</p> <p>i. Review and evaluate the current housing element of the City of Lacey Comprehensive Plan. Align this review with data developed through the Buildable Lands program for Thurston County and the Data Analysis.</p> <p>ii. Evaluate existing City of Lacey development codes related to implementation of housing policies.</p>		
Deliverable 2.	Summary report on evaluation of City of Lacey Housing Element and development codes and potential housing sites		1/15/2021
Task 3-1.b	i. Identify and select a menu of strategies for the City of Lacey from the broader regional menu to increase the supply of housing and variety of housing types needed to serve the housing needs identified through the Data Analysis. Consider strategies to minimize displacement of low-income residents resulting from redevelopment.	9/1/2020	1/15/2021
Task 3-1c	<p>e. Plan Assembly</p> <p>i. Develop a draft Housing Action Plan for the Cities of Lacey, Olympia, and Tumwater, Washington. The Plan will contain separate chapters or appendixes listing city-specific actions for adoption.</p>	1/1/2021	1/31/2021
Deliverable 3	• Draft Housing Action Plan for the City of Lacey		2/01/2021
Task 4	<p>Plan Adoption</p> <p>a. Develop final Housing Plan for the City of Lacey, Washington.</p>	1/31/2021	6/15/2021
Deliverable 4	• Adopted Housing Action Plan for the City of Lacey		6/15/2021

Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) *Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) *Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) *Analyze population and employment trends, with documentation of projections;*
- (d) *Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) *Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) *Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) *Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts in May and November of 2020 to review progress in meeting milestones, deliverables and invoicing.

Action: Develop a Housing Action Plan – City of Tumwater Specific Scope			
Steps/ Deliverables	Description	Start Date	End Date
Task 1	Project Management	12/1/2019	6/15/2021
	a. Execute interlocal agreement with project partners		
Deliverable 1	Interlocal agreement for the City of Tumwater portion of the project		2/1/2020
Task 2	Project Coordination and Outreach	1/1/2020	5/31/2021
	a. Brief Tumwater City Council and Planning Commission throughout project		
Task 3	Plan Development		
Task 3-1	Individual City of Tumwater Housing Action Plan		
Step 3-1.a	a. Comprehensive Plan Housing Element Review	3/1/2020	1/15/2021

Action: Develop a Housing Action Plan – City of Tumwater Specific Scope			
Steps/ Deliverables	Description	Start Date	End Date
	<ul style="list-style-type: none"> i. Review and evaluate the current Housing Element in the City of Tumwater Comprehensive Plan. Align this review with data developed through the Buildable Lands program for Thurston County and the Data Analysis. ii. Review the effectiveness of existing City of Tumwater code provisions related to housing 		
Deliverable 2	Review of City of the Tumwater Housing Element and development code		1/15/2021
Step 3-1.b	b. For the City of Tumwater, develop a List of Actions from the broader regional menu	9/1/2020	1/15/2021
Step 3-1.c	<ul style="list-style-type: none"> c. Plan Assembly <ul style="list-style-type: none"> i. As part of the group scope for the Cities of Lacey, Olympia, and Tumwater, develop a draft Housing Action Plan for the three cities. The Plan will contain a separate chapter or appendix listing city-specific actions for adoption that will require work by the City of Tumwater. 	1/1/2021	1/31/2021
Deliverable 3	Draft Housing Action Chapter for the City of Tumwater		1/31/2021
Task 4	Plan Adoption <ul style="list-style-type: none"> a. Develop final Housing Plan for the City of Tumwater 	1/31/2021	6/15/2021
Deliverable 4	Final Housing Action Plan adoption by the Tumwater City Council		6/15/2021



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with the Cities of Tumwater, Lacey, and Yelm Allowing Transportation Network Companies to Operate

Agenda Date: 1/21/2020
Agenda Item Number: 4.F
File Number:20-0060

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement with the Cities of Tumwater, Lacey, and Yelm Allowing Transportation Network Companies to Operate

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing an Interlocal Agreement with the cities of Tumwater, Lacey, and Yelm allowing Transportation Network Companies (TNC) to operate.

Report

Issue:

Whether to approve a resolution authorizing an Interlocal Agreement with the cities of Tumwater, Lacey, and Yelm allowing Transportation Network Companies (TNC) to operate.

Staff Contact:

Keith Stahley, Interim Assistant City Manager, Executive 360.753.8227

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The cities of Tumwater, Lacey, Yelm and Olympia entered into an interlocal agreement providing for the regulation of Transportation Network Companies. This agreement had an expiration date of January 1, 2020. The resolution before Council will allow this agreement to be extended for an additional five-year period.

Neighborhood/Community Interests:

TNCs operate throughout our region and have a community-wide impact.

Options:

1. Approve the resolution authorizing an interlocal agreement with the cities of Lacey, Tumwater, and Yelm to regulate Transportation Network Companies.
2. Do not approve the resolution authorizing an interlocal agreement with the cities of Lacey, Tumwater, and Yelm to regulate Transportation Network Companies and refer the matter to a council committee for further consideration.

Financial Impact:

None.

Attachments:

Resolution
Interlocal Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF LACEY, OLYMPIA, TUMWATER, AND YELM REGARDING JOINT REGULATION OF TRANSPORTATION NETWORK COMPANIES.

WHEREAS, new technology-based companies, known as transportation network companies (TNCs) offer a model of commercial transportation service using online-enabled digital platforms to connect passengers with drivers using personal vehicles; and

WHEREAS, the Parties currently have regulations providing reciprocity to honor occupational permits issued by any of the Parties to for-hire vehicle drivers; and

WHEREAS, the Parties have adopted nearly identical ordinances to provide for and protect the safety and welfare of the general public by creating regulations and enforcement provisions applicable to TNCs and TNC drivers; and

WHEREAS, by entry of an Interlocal Agreement, the Parties seek to streamline these regulations by authorizing the delegation of the administration and enforcement of TNCs and TNC drivers to one jurisdiction;

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

1. The Olympia City Council hereby approves the Interlocal Agreement between the Cities of Lacey, Olympia, Tumwater, and Yelm for the joint regulation of Transportation Network Companies and the terms and conditions contained therein.
2. The Interim City Manager is directed and authorized to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN
THE CITIES OF LACEY, OLYMPIA, TUMWATER AND YELM
REGARDING JOINT REGULATION OF
TRANSPORTATION NETWORK COMPANIES**

THIS INTERLOCAL AGREEMENT is entered into by and between the cities of Lacey, Olympia, Tumwater, and Yelm, collectively referred to as “the Parties,” for the purpose of joint regulation of transportation network companies.

WHEREAS, RCW 39.34.030(2) permits any two or more public agencies to enter into agreements with one another for joint and cooperative action; and

WHEREAS, new technology-based companies, known as transportation network companies (“TNCs”) or commercial transportation services providers, offer a new model of commercial transportation service using online-enabled digital platforms to connect passengers with drivers using personal vehicles; and

WHEREAS, the Parties currently have regulations providing reciprocity to honor occupational permits issued by any of the Parties to for-hire vehicle drivers; and

WHEREAS, RCW 48.177 defines commercial transportation services providers and commercial transportation services provider drivers as distinct from taxicabs and for-hire vehicle companies creating the need for separate regulations; and

WHEREAS, the Parties have adopted nearly identical ordinances to provide for and protect the safety and welfare of the general public by creating regulations and enforcement provisions applicable to TNCs and TNC drivers; and

WHEREAS, by this Interlocal Agreement, the Parties seek to streamline these new regulations by authorizing the delegation of the administration and enforcement of TNCs and TNC drivers to one jurisdiction;

NOW, THEREFORE, in consideration of the term and conditions contained herein, the Parties agree as follows:

Section 1. Scope of Services.

a. The Parties have adopted nearly identical ordinances regarding the administration and enforcement of TNCs and TNC drivers which authorizes the delegation of administration and enforcement to another city that is a party to this Agreement.

b. The City of Olympia is hereby designated as the agency with authority and responsibility for providing any and all administrative services required for the licensing of TNCs. The administrative services to be performed by the City of Olympia include but are not limited to the following:

1. Create application forms for the licensing of a TNC, to include a sworn affidavit that the TNC is in full compliance with Olympia's TNC ordinance, codified as Chapter 5.11 of the Olympia Municipal Code (OMC), including driver, vehicle, insurance and operational requirements.

2. Review the application, confirm compliance, collect the license fee, and issue the annual license.

3. Perform audits of the TNC's continued compliance with OMC Chapter 5.11.

4. Enforcement of the rules and regulations consistent with OMC Chapter 5.11, including the conduct of hearings pursuant to OMC 5.11.120.

c. In exchange for Olympia's performance, the license fees paid by a TNC will be retained by Olympia and the Parties will honor valid TNC licenses issued by Olympia.

d. The Parties retain the right to supplement audit and/or enforcement activities at any time.

e. The delegation of licensing of TNCs does not apply to business license requirements of TNC drivers. TNC drivers are independent contractors and must obtain a business license from each Party.

Section 2. Duration. The terms and performance of this Agreement shall commence after the approval by the governing body of each Party and following the recording of this Agreement with the Thurston County Auditor or posting it on each Party's website as provided in RCW 39.34.040. This Agreement will terminate on January 1, 2025, unless amended by agreement of the Parties.

Section 3. Withdrawal from Agreement. Any Party may withdraw from this Agreement at any time. Withdrawal shall be effective immediately upon receipt of written notice by the other Parties.

Section 4. Changes. Any party may request changes to this Agreement, however, no change or addition to this Agreement shall be valid or binding upon

any Party unless such change or addition be in writing and signed by the Parties. Such amendments shall be attached to and made part of this Agreement.

Section 5. Administration. Each Party shall be responsible for administering the terms of this Agreement. No separate legal entity is created by reason of entering into this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

Section 6. Entire Agreement. The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by the Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. The Parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the Parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

Section 7. Notice. Notices required to be given by any Party shall be deemed given when served on the respective City Clerks of each Party.

Section 8. Governing Law. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The exclusive jurisdiction and venue for any lawsuit between the Parties arising out of this Agreement shall be in Thurston County Superior Court.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered for all purposes as an original.

Section 10. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by any Party.

Section 11. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

[Signatures on following page.]

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the date set forth below.

CITY OF LACEY

CITY OF OLYMPIA

Scott Spence, City Manager

Steven J. Burney, Interim City Manager

Date

Date

ATTEST:

ATTEST:

Peri Edmonds, City Clerk

Debbie Sullivan, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David Schneider, City Attorney



Mark Barber, City Attorney

CITY OF TUMWATER

Pete Kmet, Mayor

Date

ATTEST:

Melody Valiant, City Clerk

APPROVED AS FORM:

Karen Kirkpatrick, City Attorney

CITY OF YELM

JW Foster, Mayor

Date

ATTEST:

Lori Lucas, City Clerk

APPROVED AS TO FORM:

Brent Dille, City Attorney



City Council

Approval of a Resolution Authorizing Amendment No. 1 to the Interlocal Agreement for Consulting Services for a Cable Franchise Renewal

Agenda Date: 1/21/2020
Agenda Item Number: 4.G
File Number:20-0061

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

Title

Approval of a Resolution Authorizing Amendment No. 1 to the Interlocal Agreement for Consulting Services for a Cable Franchise Renewal

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing an amendment extending the term and increasing the compensation of an interlocal agreement between the cities of Olympia, Lacey and Tumwater and Thurston County for consulting services for the Comcast Cable Franchise, and authorizing the Interim City Manager to sign the agreement.

Report

Issue:

Whether to extend the term and increase the compensation of an interlocal agreement to jointly negotiate with Comcast Cable Communications Management for the renewal of each jurisdiction's cable franchise and to share collective costs.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361.

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

On April 12, 2018, the Cities of Olympia, Lacey, and Tumwater, and Thurston County entered into an interlocal Agreement for joint negotiation with Comcast Cable Communications for the renewal of each jurisdictions cable franchise, and to share collective costs. The term of the Agreement was to continue until December 31, 2019, and compensation was not to exceed \$107,370; however, a draft

franchise with Comcast is still undergoing negotiation and the professional service costs for the project exceed the compensation budgeted for completion of the completion of the cable franchise renewal.

Section 15.2 of the interlocal Agreement allows for the jurisdictions to amend the agreement, and the jurisdictions wish to extend the term to May 31, 2020, and the total compensation to \$132,370.

Neighborhood/Community Interests (if known):

The community has a high interest in high-quality, accessible and affordable cable services.

Options:

1. Approve resolution authorizing the amendment to the interlocal agreement for cable franchise consulting services: The amendment will allow the jurisdictions to continue in a joint approach that provides negotiating strength in numbers and cost sharing, and the joint franchise provides local consistency in cable franchise customer service and right-of-way activities.
2. Do not approve the resolution authorizing the interlocal agreement: Olympia would move forward with negotiating a franchise directly with Comcast and would bear all renewal cost on its own. The City would negotiate on behalf of a lesser number of subscribers and a smaller cable revenue base than if part of a multi-jurisdiction effort.

Financial Impact:

Olympia will bear 24.14% of the additional \$25,000 in compensation, for a total of \$6,035 to be paid from Olympia cable franchise fees (PEG Fund)

Attachments:

Resolution
Amended Interlocal Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA, CITY OF LACEY, CITY OF TUMWATER AND THURSTON COUNTY FOR CABLE FRANCHISE CONSULTING SERVICES.

WHEREAS, On April 12, 2018; the Cities of Olympia, Lacey, and Tumwater and Thurston County (the Jurisdictions) entered into an Interlocal Agreement for joint negotiation with Comcast Cable Communications Management, LLC, (Comcast) for the renewal of each jurisdiction's cable franchise, and to share collective costs; and

WHEREAS, the term of the Interlocal Agreement was to continue until December 31, 2019 and compensation was not to exceed One Hundred Seven Thousand and Three Hundred Seventy Dollars (\$107,370); and

WHEREAS, a draft franchise is still undergoing negotiation with Comcast; and

WHEREAS, the Jurisdictions wish to amend the Interlocal Agreement to extend the term to May 31, 2020 and increase the compensation to One Hundred Thirty-Two Thousand and Three Hundred Seventy Dollars (\$132,370);

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

1. The Olympia City Council hereby approves the form of Amendment No. 1 to the Interlocal Agreement between the Cities of Olympia, Lacey, and Tumwater and Thurston County for Cable Franchise Consulting Services and the terms and conditions contained therein.
2. The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia the Amendment No. 1 to the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement amendment, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

INTERLOCAL AGREEMENT FOR CONSULTING SERVICES

Thurston County Washington
City of Lacey, Washington
City of Olympia, Washington
City of Tumwater, Washington

AMENDMENT NO. 1

This INTERLOCAL AGREEMENT AMENDMENT NO. 1 is entered into in duplicate originals between THURSTON COUNTY, and the cities of LACEY, OLYMPIA, and TUMWATER, hereinafter collectively referred to as the "JURISDICTIONS."

WHEREAS, the JURISDICTIONS desire to amend the INTERLOCAL AGREEMENT FOR CONSULTING SERVICES, executed on April 12, 2018, hereinafter referred to as the "AGREEMENT," as provided herein; and

WHEREAS, Section 7 of the AGREEMENT allows for such an amendment.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the AGREEMENT is hereby amended as follows:

Section 1. Purpose

The Jurisdictions agree that it is mutually beneficial to share in the collective cost of negotiating with Comcast Cable Communications Management, LLC ("Comcast") jointly rather than individually for the purposes of renewing each Jurisdiction's cable franchise. By doing so, the cost of negotiating with Comcast will be incrementally reduced for each Jurisdiction. To that end, the Jurisdictions have agreed to participate in the Professional Services Agreement for Consulting Services ("Consultant Agreement"), which includes its consultants and subconsultants Scope of Work, all attached hereto as Exhibits A (Professional Services Agreement for Consulting Services) and A-1 (Scope of Work and Budget) and incorporated herein by reference. All references in this Agreement to Exhibit A includes the references to Exhibits A and A-1 collectively, and incorporates by reference Amendment No. 1 to Professional Services Agreement for Consulting Services (Exhibit A).

Section 2. Term

The term of this Agreement shall be effective upon the approval of the last Jurisdiction's governing body, and shall be effective though ~~December 31, 2019~~ May 31, 2020, unless extended by agreement of the Jurisdictions.

Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

Except as expressly provided by this AMENDMENT NO. 1, all other terms and conditions of the original AGREEMENT remain the same and in full force and effect.

IN WITNESS WHEREOF, each party has caused this Amendment to be signed by its duly authorized officer or representative as of the date set forth below his or her signature.

CITY OF LACEY



Scott Spence, City Manager Date

Approved as to form:


David Schneider, City Attorney

CITY OF OLYMPIA

Steven J. Burney, Date
Interim City Manager

Approved as to form:


Mark Barber, City Attorney

CITY OF TUMWATER

Pete Kmet, Mayor Date

Approved as to form:

Karen Kirkpatrick, City Attorney

THURSTON COUNTY



John Hutchings, Chair of the Board Date
Of County Commissioners

Approved as to form:
JON TUNHEIM
PROSECUTING ATTORNEY

Grace O'Connor, Deputy Prosecuting
Attorney

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES

Between
Thurston County Washington
City of Lacey, Washington
City of Olympia, Washington
City of Tumwater, Washington
and
Kissinger and Fellman, P.C.

AMENDMENT NO. 1

This CONTRACT AMENDMENT NO. 1 is entered into in duplicate originals between THURSTON COUNTY, and the cities of LACEY, OLYMPIA, and TUMWATER, hereinafter collectively referred to as the "LOCAL GOVERNMENTS," and KISSINGER AND FELLMAN, P.C., a Colorado Professional Corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, this CONTRACT was entered into for the CONTRACTOR to provide services related to a cable franchise renewal with Comcast; and

WHEREAS, a draft franchise is still undergoing negotiation with Comcast; and

WHEREAS, the professional services costs for this project exceed the estimated budget for completion of the cable franchise renewal; and

WHEREAS, the LOCAL GOVERNMENTS and the CONTRACTOR therefore desire to amend their Professional Services Agreement for Consulting Services, effective March 15, 2018, hereinafter referred to as the "CONTRACT," as provided herein; and

WHEREAS, Section 15.2 of the CONTRACT allows for such an amendment.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the CONTRACT is hereby amended as follows:

Section 2. Term

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until completion of the Services, but in any event no later than ~~December 31, 2019~~ May 31, 2020 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the Local Government and the Contractor

* * * * *

Section 4.1 Total Compensation

In consideration of the Contractor performing the Services, the Local Governments agree to pay the Contractor an amount not to exceed ~~One hundred seven thousand and three hundred seventy Dollars (\$107,370)~~ One hundred thirty two thousand three hundred seventy Dollars (\$132,370) pursuant to the Scope of Work, attached hereto as Exhibit A-1, and calculated on the basis of the following hourly labor charge rate scheduled for Contractor:

Kenneth Fellman	\$290.00 Per Hour
Brandon Dittman	\$ 175.00 Per Hour
Subconsultants at fixed fees as set forth in Exhibit A-1.	

Except as expressly provided by this AMENDMENT NO. 1, all other terms and conditions of the original CONTRACT remain the same and in full force and effect.

IN WITNESS WHEREOF, each party has caused this Amendment to be signed by its duly authorized officer or representative as of the date set forth below his or her signature.

CITY OF LACEY, WASHINGTON

By: [Signature]
Title: Scott Spence, City Manager
Address: P.O. Box 3400
Lacey, Washington 89509

ATTEST:

[Signature]
~~Carol Litten, City Clerk~~
Peri Edmonds

APPROVED AS TO FORM:

[Signature]
David Schneider, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 6th day of December 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Scott Spence, to me known to be the City Manager of Lacey, Washington, 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/she is authorized to execute the said instrument.

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

[Signature]



Signature

Print Name: Elissa Fontaine
NOTARY PUBLIC in and for the State of
Washington, residing at Thurston County
My commission expires 10/17/22

EXHIBIT A - 1
TO PROFESSIONAL SERVICES AGREEMENT FOR
CONSULTING SERVICES

THURSTON COUNTY, CITIES OF LACEY, OLYMPIA,
AND TUMWATER
CABLE FRANCHISE RENEWAL PROJECT
SCOPE OF WORK AND BUDGET

Work Responsibilities

The services provided for this project will be managed by Ken Fellman of Kissinger & Fellman. He will be assisted by Brandon Dittman. Both Ken and Brandon will be involved in drafting, meetings, negotiations and presentations. Financial review and technical system review aspects will be contracted by Kissinger & Fellman to other firms that we have worked with in the past. We are recommending Front Range Consulting, Inc. for the financial work (they did the last financial review for us), and CBG Consulting, Inc. for the technical cable system review work (the firm that did the work for us the last time no longer provides these services).

Work Plan/Timeline/Budget

In many respects, the time it takes to negotiate these new franchises will depend in large part upon whether we receive reasonable cooperation from Comcast. The outline below is based upon a start date in April. Depending upon when we actually begin, the time frame will be adjusted one way or the other. Based upon our preliminary discussions with the County, we suggest the following work plan schedule and budget:

Phase I – Analysis of Existing Local Regulatory Framework, and Compliance Evaluation

(a) *April–May, 2018* – Review ordinances (cable, rights of way, telecom, as appropriate), customer service standards, franchise agreements and other relevant information from each Jurisdiction.

Ken Fellman 2 – 4 hours	\$580 – 1,160
Brandon Dittman 2 – 4 hours	\$350 – \$700

(b) *April–June, 2018*– Conduct financial review of Comcast’s obligations to each Jurisdiction for 2015 through 2017 (with possibility to add additional years if initial review warrants); conduct technical review of cable systems in each jurisdiction to determine compliance with FCC standards and safety codes.

Financial/franchise fee review. Front Range Consulting, Inc. (“FRC”) will provide Kissinger & Fellman financial consulting related to a review of the current gross revenue language in the Franchise Agreement and the calculations employed by Comcast to determine the required franchise fee payments to each jurisdiction. Unlike the franchise

fee review completed in 2007, the vast majority of subscribers are now purchasing a bundled package containing video and non-video services. As only the video portion of the bundled package can be assessed a franchise fee, a franchise fee review needs to investigate the methodology used by Comcast to apportion bundled offerings between video and non-video services. In many cases, each franchise area can contain a hundred or so different bundled package offerings that need to be reviewed to ensure that the video allocation is just and reasonable under the Franchise Agreements and generally accepted industry practices. In addition to the review of the bundled packages, FRC will review the methodology used by Comcast to allocate and assign non-subscriber revenues to each jurisdiction's franchise area for revenues such as advertising sales and home shopping commissions. FRC understands that the review period anticipated will be 2015 through 2017. FRC proposes to separate the review into two parts. The first part will be an initial review of all billing records and internal analyses prepared by Comcast supporting the gross revenue calculations for the review period including a detailed review of the bundled package offerings for each of the jurisdictions. This review will also include annexation activities impacting each jurisdiction. FRC will include in this part of the review, a current listing of all serviceable addresses assigned to each of the jurisdiction's franchise areas. FRC will work with the jurisdiction's individual GIS departments to review any differences between what Comcast uses and the jurisdiction's official records.

A potential, but not initially contracted part of the financial review services will be additional investigations and/or settlement discussions with Comcast, as directed and authorized by Kissinger & Fellman, after written approval of the jurisdictions. Typically, under this two-tiered approach, there are very limited additional investigations necessary based on the initial results and only assistance in determining a settlement of the issues identified in the initial results. As FRC did previously, FRC will prepare one Initial Report addressing each of the jurisdiction's reviews. FRC anticipates that Comcast will require FRC to sign a confidentiality agreement for FRC to gain access to internal accounting records. The confidentiality agreements signed by FRC in the past have included a provision that requires Comcast to review the draft of the Initial Report to include redactions to the draft for numerical data that Comcast asserts is confidential. FRC does not allow Comcast to edit or change any of the conclusions or narrative descriptions but only to suggest numerical redactions.

Professional Fees for Financial Review. FRC proposes a fixed fee to the first part of the review of each of the jurisdictions' franchise fee payments for the review period of \$35,000 in total. This is a discount because of a combined report for all jurisdictions and the number of jurisdictions involved. This fixed fee for this part of the financial review will be billed to Kissinger & Fellman at one-half of the fixed fee when authorized to proceed and the balance upon delivery of the draft final report. If one or more of the jurisdictions requests the additional financial services as described in the potential second part of the financial project, such work will be charged monthly, if authorized by Kissinger & Fellman, at an hourly rate of \$175 per hour, and again, only after written authorization of one or more

of the jurisdictions. Only those jurisdictions that authorize such additional work shall be responsible for the payment for the additional work.

Technical/Cable System Evaluation. We are attaching and incorporating into this Scope of Work the proposal we received from CBG Communications, Inc. It provides detail on the work proposed, the basis for it, and the background on the principals that will be involved. The cost of this proposed work is a fixed fee of \$36,000.

(c) *June 2018* – Discuss results of compliance review, status of federal actions and impact on local franchising authority with Jurisdictions. Decide on whether issues identified in financial and technical evaluation need to be addressed prior to or in conjunction with franchise negotiations. Conduct joint public meeting with representatives from all jurisdictions to address results of compliance review and consider input from the general public on the provision of cable services and the future cable-related needs of the communities.

Ken Fellman	10 – 14 hours	\$2,900–4,060
Brandon Dittman	5 – 8 hours	\$875 – 1,400

Phase II -- Draft Franchise Agreement/ Franchise Negotiations and Adoption

(a) *May – June, 2018* – Draft franchise agreement and present to Jurisdictions for review and comment. Obtain feedback and finalize draft.

The fees for drafting the franchise involve Kissinger & Fellman working with Staff on its form and content, coordinating input from the other consultants and finalizing the document.

Ken Fellman	15 – 20 hours	\$4,350 – 5,800
Brandon Dittman	15 – 20 hours	\$2,625 – 3,500

(b) *June, 2018 – December, 2018* – Negotiate franchise renewal agreement and follow through adoption by elected bodies in each Jurisdiction.

Franchise Negotiation and Adoption. Negotiate franchise renewal agreement and follow through adoption by elected bodies in each Jurisdiction.

Ken Fellman	25 – 50 hours	\$7,250 – 14,500
Brandon Dittman	15 – 30 hours	\$2,625 – 5,250

Budget Totals:

Legal	\$21,555-36,370
Financial	\$35,000
Technical	\$36,000

TOTAL: \$92,555 – 107,370



Philadelphia Office: 73 Chestnut Road, Suite 301, Paoli, PA 19301 P/ (610) 889-7470 F/ (610) 889-7475

St. Paul Office: 1597 Race Street, St. Paul, MN 55102 P/ (651) 340-5300 F/ (651) 340-5820

www.cbgoncommunications.com

**Proposal to Perform a
Technical Review/Evaluation of the
Comcast System Serving
Thurston County, WA.**

Submitted by:

**CBG Communications, Inc.
1597 Race Street
St. Paul, MN 55102
(651) 340-5300**

Dick Nielsen, Senior Engineer
Thomas Robinson, President

INTRODUCTION

CBG Communications, Inc (CBG) appreciates the opportunity to provide this Proposal to perform a Technical Review and Audit of the cable television system serving Thurston County, Washington ("County") and its incorporated municipalities Olympia, Tumwater, Lacey ("Municipalities"). CBG has a national reputation in local government cable television technical reviews and audits, needs assessments and regulatory consulting.

CBG has explained below a few of the many services that we provide that we believe will meet the County's and Municipalities' needs and goals as well as other services that provide us with additional expertise and experience that will be beneficial to the project. After performing the tasks described herein, CBG will issue a report spelling out findings and recommendations which can be used both for determining compliance with the existing franchise and determining beneficial provisions to be included in any renewed franchise.

Given our breadth of experience and our successful work in the region, including work in Seattle, King County, Pierce County, Vancouver and Clark County, multiple Washington municipalities and for the State of Washington, and across the country, we believe CBG is eminently qualified to provide the Technical Review and Audit consulting services desired by the County and Municipalities.

TECHNICAL REVIEW APPROACH

Overall Methodology

CBG understands that the County and Municipalities are interested in the performance of a technical review and audit of the Comcast cable TV system serving the County. To this end, CBG is providing the following scope of services for the County's and Municipalities' review. CBG will work with the County and Municipalities to define the project in a manner that best meets your needs.

Specifically, a Technical Review and Audit of the Comcast system will be performed by Mr. Nielsen, with support from Mr. Robinson. The Technical Evaluation will encompass a paper review, complaints review, discussions with County and Municipal staff, electronic performance review, and physical infrastructure review, thus giving a comprehensive assessment of the system's capabilities, physical condition and technical performance.

Specifically, the following Tasks will be performed by CBG:

- 1. Request for Certain Operational Information** - CBG will begin by reviewing and evaluating the system to determine its strengths and weaknesses by developing a Request for Information (RFI) seeking a written response from Comcast. We will then engage in discussions with their engineering and technical staffs, in order to gain an understanding of, for example, the system's current design, age, condition, system capacity, functionality, cascade length, homes per node, and headend/hub(s). As part of

the RFI effort, CBG will request and review as-built and other system maps from Comcast to determine whether the systems have been built within specifications.

This RFI will also ask for outage logs, technical complaint logs, maintenance and repair records and Cumulative Leakage Index (CLI) documentation as well as documents describing various other facets of the system. CBG will then meet with Comcast's engineering and technical staffs, in person and/or by conference call, as needed to clarify its initial findings.

CBG will review the documents provided by Comcast and create a summary of these findings in the Final Report.

2. System Maintenance/Reliability – CBG will review both service call logs as well as outage logs for the system to determine the level of problems within the system. CBG will then use this background information during our site visits to further understand technical issues that may be affecting subscribers. This will also include feedback that we may have gleaned from the meetings with County and Municipal staff. An example of this would be specific channels that are frequently mentioned as being problematic. It will also include review of the technical quality complaints being received by the County and Municipalities.

3. Inspection of Physical Plant - CBG will utilize the information gleaned from the above tasks and work with the County to plan and refine the overall Technical Review and Audit process including the sampling methodology to determine safety code compliance of the cable plant such as fiber optic and coaxial transmission systems, subscriber installations or drops and the central control equipment in the headend and hub(s). The Inspection of these systems will encompass a representative system drive-out and review of specific areas of concern to the County and Municipalities to determine the overall condition of the system from a safety, functionality and aesthetic standpoint. CBG will determine the level of compliance with the Franchise, other pertinent local codes and regulations, the National Electrical Code (NEC) and the National Electrical Safety Code (NESC) as well as good engineering practices. **It will be very important to ensure that any problems found with the system is corrected prior to the Franchise being renewed and that projected problems are dealt with based upon an agreed upon maintenance and remediation program.**

Based on discussions with the County and Municipalities, CBG will perform a ride-out independently, or with County and Municipal staff, to look at physical plant characteristics. This inspection will include the cable distribution plant comprised of the fiber optic, trunk and feeder systems, coaxial cable drops to the subscribers' residences and the headend and hubs that serve the County. The outside plant inspection will include aerial plant inspection for issues such as clearance of the cable TV plant from the ground and other utilities, and attachments at poles and buildings including the drops to homes and businesses. Both underground and aerial plants will be inspected for proper grounding and bonding of the cable TV distribution systems and subscriber's drops as well as other potential problems or violations, including right-of-way restoration issues.

CBG performs the system drive out using a random sample chosen using a statistically valid methodology. Specifically, CBG will work with the County to develop a list or spreadsheet of all addresses in the County and Municipalities and then randomly select 200 addresses based on this list. For example, if the address list has 100,000 addresses, we will inspect the plant and drop, where accessible, at every 500th address on the list for a total of 200 locations. This will allow CBG to extrapolate, in a statistically valid manner, the level of violations, issues and concerns throughout the County (with a margin of error of less than $\pm 6.9\%$ with a 95% confidence level).

CBG will then report both the actual numbers of violations found and the statistically valid projection, such that not only the observed violations but also the other violations projected throughout the County can be properly remedied.

4. Facility Reviews -The headend and a sampling of pertinent hub(s) will be inspected for proper grounding and bonding, fire suppression system(s), back-up powering, status monitoring equipment and Emergency Alert System (EAS) implementation as well as the overall age and condition of equipment being utilized throughout the headend and hub(s).

CBG will develop a list of violations of codes and cite the code that applies to the infraction. This will be incorporated into the final report with a discussion in the Report detailing the overall level of compliance with pertinent codes.

5. Testing of Cable Plant and FCC Compliance Review - CBG will work with Comcast to determine the level of compliance with §47CFR76.640. This is a set of standards that is in place whereby cable TV operators must comply with specifications for **digitally** transmitted channels. The Standard does not provide for a frequency of testing or documentation process, as was required of the analog based specifications in previously performed Proof of Performance testing (on analog based channels), but it does require the system to meet the Standards. We will work with Comcast to include this testing in the "over the shoulder" testing described below.

This will provide CBG with a baseline understanding of whether the system is performing within its designed parameters and what may be causing signal quality complaints.

We will then perform on-site "over-the-shoulder" objective testing in the field at a minimum of five test locations within the system that are representative of the system's technical performance in the Municipalities and the unincorporated County, and also targets specific areas that may be identified based on a high level of signal quality complaints. Over-the-shoulder testing means we oversee testing being performed by the operator's staff while utilizing their test equipment. This allows us to evaluate whether proper test methodologies and equipment are being utilized by the provider and then alleviates potential disagreements concerning the results found during testing, once the methodologies and equipment are certified as appropriate and accurate. In addition to

this testing, CBG can perform subjective viewing of subscriber system channels for quality characteristics.

6. **Written Report** - CBG will develop a detailed report that indicates all findings from the above evaluation processes and that thoroughly assess the current condition of each system. Comparisons would be made between our onsite findings and the information initially received from Comcast. We would then make appropriate recommendations, to bring the system into technical compliance with pertinent rules and regulations, and also develop recommendations regarding future system requirements. CBG will then work with the County and Municipalities to take the technical review findings and turn them into realistic requirements, objectives and strategies with respect to the franchise renewal process with each provider.

PROJECT TIMELINE

We are prepared to start this project with RFI development, transmittal and information receipt and review in February/March and then complete the inspection audit, testing and reporting by the end of May, 2018. This schedule depends on the cooperation of the provider. It is critical that we work with the County and Municipalities to develop a work plan upfront that meets franchise renewal needs.

PROJECT COST

CBG will complete the Cable System Technical Review and Audit for the cost as shown below. The Scope and associated cost can be refined as needed to meet the County's and Municipalities' budgetary requirements.

SYSTEM TECHNICAL REVIEW/AUDIT PROJECT (TASK ITEMS 1 THROUGH 6)	
Scope Tasks	Cost
Scope Items 1 through 6	\$32,000
Project Expenses	\$4,200
Project Total	\$36,000

Personnel Hourly Professional Services Rates

The hourly rates for the personnel that will be involved in the Technical Review are as follows:

Tom Robinson (TR), Principal Consultant - \$175.00
Dick Nielsen (DN), Senior Engineer - \$175.00
Krystene Rivers (KR), Research Associate - \$50.00

CONCLUSION

CBG appreciates the opportunity to provide Thurston County, WA and the Cities of Olympia, Tumwater, Lacey with this Proposal for Technical Review and Audit Consulting Services. We have the requisite expertise and regional and national experience to competently, efficiently and expeditiously provide the services and results the County and Municipalities require related to this Project.

SUPPLEMENTAL INFORMATION

RELATED EXPERTISE AND EXPERIENCE

CBG has the requisite experience in a wide range of other cable television, broadband, telecommunications, technical and technology subject areas to effectively assist the County and Municipalities in its cable television and telecommunications-related processes. Specific expertise includes:

Cable Television

CBG provides a wide range of services regarding cable television-related matters beyond system technical audits including, but not limited to, those listed below. CBG has successfully provided and continues to provide, these services to many local governments across the country:

Institutional Network (I-Net) Development, Evaluation and Valuation - Ascertainment of I-Net needs, organizational video, voice and data communications applications, potential system architectures, audit, evaluation and valuation of current I-Net, etc.

Community Needs Assessment - Surveys of subscribers and non-subscribers, review of organizational needs, facilitation of focus groups, public forums and workshops, development of web-based surveys and forums, etc.

PEG (Public, Educational, and Governmental) Access Analysis - Ascertainment of PEG channel needs, including facilities and equipment, transport formats and technologies, subscriber network channel capacity, training and facilitation services, access group organization, content development, etc.

Franchise-Related Cable Regulatory Processes - Assistance with past performance and franchise compliance reviews, franchise administration and management, franchise development and both the formal and informal renewal processes, competitive cable system franchising, evaluation of cable operator proposals and qualifications, assistance in franchise and ordinance drafting, development of Request for Renewal Proposals (RFRPs), assistance in franchise negotiations, etc.

CBG Principals' Biographies

The skills and qualifications for the CBG Principals are set forth below.

Richard R. Nielsen

Richard R. (Dick) Nielsen is CBG Communications, Inc.'s Senior Engineer and is based out of the Saint Paul, Minnesota office. Mr. Nielsen would perform much of the on-site portion of the project including field work, initial and follow-up work with cable company engineers as well as report writing, code enforcement recommendations, and statistical projections.

Mr. Nielsen works as lead technical staff for CBG. His work includes cable, broadband and telecommunications system inspection design, application, development and review, cable television system performance audits, underground and aerial construction planning review and analysis, wireless and wireline data communication system and equipment planning, institutional network design, application development and performance review, as well as review and analysis of other technical issues.

Mr. Nielsen has performed system infrastructure inspections and performance audits in cities and counties across the country. Mr. Nielsen's findings are used to develop remediation plans by cable operators to bring systems more in line with pertinent safety Codes. A notable result is in Philadelphia where his inspection of 250 randomly selected addresses found 142 violations which projected to more than 250,000 violations Citywide. As a result of the findings in Philadelphia, Comcast agreed to a multi-million dollar remediation project as required by the City.

Prior to Mr. Nielsen joining CBG, he spent 19 years with AT&T Broadband and its predecessor companies. The last four were spent as the Institutional Network Manager. While managing, he was involved in a wide range of activities, including maintenance of institutional networks ("I-Net") representing over 20 franchise areas and over 1000 miles of coaxial, HFC and fiber optic plant, supervision of construction activities, designing new and upgrading existing I-Nets, budgeting for new and updated I-Nets, and activation of fiber optic nodes, power supplies, amplifiers, pilot generators and status monitoring systems. Mr. Nielsen regularly represented AT&T Broadband at various meetings relating to I-Net issues. He also worked closely with consultants in evaluating and designing upgrades to existing I-Nets.

For the 8 years prior to being I-Net Manager, Mr. Nielsen was the Technical Supervisor. He supervised 35 Maintenance Technicians and Service Technicians, implemented a plan to bring service levels up to NCTA and FCC standards, and was in charge of reporting all engineering and technical data for national reporting FCC testing and reporting and public files for CLI and Proof of Performance. Additionally, Mr. Nielsen spent 4 years as a Headend Technician and was involved in designing, wiring and maintaining headends,

hubs and antennas. He was on call 24 hours a day for problems related to headends. Mr. Nielsen's first 3 years were spent as a Maintenance Technician. He was responsible for maintaining HSN and I-Net plants, field testing of FCC CLI and Proof of Performance requirements as well as working on call (24/7) for outages and problems.

Mr. Nielsen began his career as a technician and installer for Best Vision SMATV and Muller Prybell. Formal education was received at Dakota County Technical College in its Cable Television Degree Program.

Thomas G. Robinson

Thomas G. Robinson is President and Owner of CBG Communications, Inc. and is based in both the New York metropolitan area and Philadelphia, Pennsylvania offices. Mr. Robinson will oversee the project while bringing his technical expertise and operational analysis experience to the project related to evaluating the findings and making recommendations concerning any corrections and modifications needed to the existing system, and any future evolution of the system needed to provide state of the art cable communications going forward.

Mr. Robinson has worked with local governments all across the country on a variety of cable, broadband, telecommunications and ROW management projects, including: technical review; infrastructure issues; franchise monitoring, management, administration and compliance; needs assessment; wireless networking; broadband and telecommunications planning and policy development; institutional networks; Public, Educational and Governmental (PEG) access issues; competitive communications system reviews; cable television franchise renewals; ROW management regulations and ordinances, regulatory agreements and other matters. He is a frequent speaker at local government, telecommunications and technical conferences. Mr. Robinson has written numerous columns for *Communications Engineering & Design (CED)* magazine.

Prior to joining CBG, Mr. Robinson was, for seven years, Director of Technology Development for River Oaks Communications Corporation, where he worked with numerous local government clients on telecommunications and cable television projects. Mr. Robinson also served for 10 years as Chief of the Cable Regulatory Division of the Department of Consumer Affairs for Fairfax County, Virginia. While there, he was involved in a host of activities related to oversight of one of the nation's largest cable systems, including development, implementation and oversight of a comprehensive cable television system inspection and audit program. Prior to his work in Fairfax, Mr. Robinson was with Magnavox CATV Systems, Inc. (now part of Arris), where he worked first as a system designer and then in product management. While at Magnavox, he helped develop and market new amplification systems and products that paved the way toward today's high capacity cable systems.

Mr. Robinson began his career as an announcer, program director and operations engineer in radio and television at several radio stations in the Baltimore/Washington

area and at the public broadcasting television and radio stations (WCNY-TV/FM) in Syracuse, New York.

He holds an M.S. in Telecommunications/Film from Syracuse University's S.I. Newhouse School of Public Communications and a B.A. in Mass Communications from Towson University where he graduated *Summa Cum Laude*.

REFERENCES

Kellie Lute, Manager

Clackamas County Cable Communications
2051 Kaen Road
Oregon City, Oregon 97045
Phone: (503) 742-5902
E-mail: debbiest@co.clackamas.or.us

Steven E. Robertson, Esq., Deputy CIO/Chief of Staff

Office of Innovation & Technology
City of Philadelphia
One Parkway Building
1515 Arch Street
Philadelphia, Pa 19102-1595
Phone: (215) 686-8268
Email: steven.robertson@phila.gov

Tim Finnerty, Executive Director

Ramsey/Washington Suburban Cable Commission
2460 East County Road F
White Bear Lake, MN 55110
Phone: (651) 779-7144
E-mail: timfinnerty@rwcable.com

** Additional references can be provided upon request.*

**Interlocal Agreement for Consulting Services
Exhibit B**

Comcast Franchise Renewal
March 12, 2018

Percentage Distribution of Cost Estimates based on Number Comcast Subscribers

As of 1/23/18 per Comcast:

Entity	Subscribers	Percentage Share
Thurston County	28,300	46.17%
Lacey, City of	11,700	19.09%
Olympia, City of	14,800	24.14%
Tumwater, City of	6,500	10.60%
Totals	62,800	100.00%

Breakout of Contract Components:

Legal Services	\$ 36,370
Technical Services	\$36,000
Financial Services	\$35,000
Estimate Total	\$107,370



City Council

Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between the City of Olympia and the Laurana

Agenda Date: 1/21/2020
Agenda Item Number: 4.H
File Number:20-0065

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

Title

Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between the City of Olympia and the Laurana

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the Multifamily Tax Exemption with Urban Olympia 5, LLC, and authorize the City Manager to sign the agreement.

Report

Issue:

Whether to authorize the Eight-Year Multifamily Tax Exemption for Urban Olympia 5, LLC.

Staff Contact:

Cary Retlin, Home Fund Manager, Community Planning and Development, 360.570.3956.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Laurana, located downtown at 210 State Ave NW, will create 44 new units of multifamily residential housing in the Multifamily Tax Exemption Downtown Residential Target Area. The project has been reviewed by the Site Plan Review Committee and land use, design and environmental review has been completed. The property is currently under construction. The applicant is seeking an eight-year tax exemption for 44 new market rate units. The tax exemption applies to all qualifying residential units for eight years.

Background on the Multi-Family Tax Exemption in Olympia

The primary purpose of this program is to promote construction of housing in key areas of the city where we would like to incentivize housing development. State law authorizes the City of Olympia to

adopt a multi-family housing tax exemption program (RCW 84.14). The program provisions under Olympia Municipal Code under 5.86 were most recently amended in 2009 to create an eight- and 12-year program for market rate and affordable housing provisions.

The property tax exemption applies to only the increased value of building housing (new construction). The exemption does not apply to the land or costs associated with any non-housing improvements. The units in this project meet all the requirements to be eligible for a tax exemption, including:

- The housing is located in the Target Area, which is one of three designated residential target areas adopted by the City Council (which was modified in 2019);
- 50 percent of the space or more is for permanent residential occupancy;
- Four or more new housing units are created;
- The project complies with the City's comprehensive plan, building and zoning codes;
- The construction/rehabilitation will be completed within three years of approval of the application;
- The property was vacant at least 12 months prior to application; and
- No tenant displacement occurred.

Neighborhood/Community Interests (if known):

This project is within the Downtown Neighborhood Association. This site was formerly the downtown Les Schwab Tire Center which has relocated to a larger shop on Plum Street.

Options:

1. Approve the resolution authorizing the Multi-family Tax Exemption agreement and authorize the Interim City Manager to execute the agreement.
2. Remove this item from the Consent Calendar and provide further direction to staff.
3. Direct staff to take other action.

Financial Impact:

Property taxes will continue to be paid on the underlying property and on non-residential portions of the new construction. The taxed value of the residential improvements will be exempt from Ad Valorem tax for eight years after completion of construction.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT BETWEEN THE CITY OF OLYMPIA AND URBAN OLYMPIA 5, LLC.**

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multi-family housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, pursuant to the authority granted by Chapter 84.14 RCW, the City has designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the City has, through Olympia Municipal Code (OMC) Chapter 5.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption, which certifies to the Thurston County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, Urban Olympia 5, LLC, (hereafter "Applicant") is interested in receiving a limited property tax exemption for constructing 44 units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 210 State Ave NW, Olympia, WA; and

WHEREAS, the Director of the Department of Community Planning and Development has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

WHEREAS, the Olympia Municipal Code requires an applicant for a limited property tax exemption to enter into a contract with the City, in which the applicant agrees to implement the proposed project on terms satisfactory to the Olympia City Council so as to maintain the eligibility of the improvements for the limited property tax exemption;

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

1. The Olympia City Council hereby approves the form of Multi-Family Housing Limited Property Tax Exemption Agreement between the City of Olympia and Urban Olympia 5, LLC and the terms and conditions contained therein.

2. The Interim City Manager is authorized and directed to execute on behalf of the City of Olympia the Multi-Family Housing Limited Property Tax Exemption Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**MULTI-FAMILY HOUSING
LIMITED PROPERTY TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is effective as of the date of the last authorizing signature affixed hereto. The parties (“Parties”) to this Agreement are Urban Olympia 5, LLC, hereinafter referred to as the “Applicant” and the City of Olympia, Washington, a municipal corporation, hereinafter referred to as the “City”.

RECITALS

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multi-family housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the City has, through Olympia Municipal Code Chapter 5.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Thurston County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing forty four (44) units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 210 State Ave NW, Olympia, WA and described more specifically as follows:

Assessor’s Parcel #:	78507200600
Legal Description:	Parcel A of City of Olympia Boundary Line Adjustment No. BLA 17-4666-OL as recorded October 25, 2018 under Auditor’s File No. 4654811, Records of Thurston County, Washington. Subject to Easement filed under Auditor’s File No. 4656256, and Easement filed under Auditor’s File No. 4620735
Street Address:	Records of Thurston County, Washington 210 State Ave NW, Olympia, WA

Herein referred to as the “Site;” and

WHEREAS, the Director of the City of Olympia Department of Community Planning and Development has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

WHEREAS, the Olympia Municipal Code requires an applicant for a limited property tax exemption to enter into a contract with the City, in which the applicant agrees to implement the proposed project on terms satisfactory to the Olympia City Council so as to maintain the improvements' eligibility for the limited property tax exemption;


NOW, THEREFORE, in exchange for the City's consideration of the Applicant's request for a Final Certificate of Tax Exemption, the Applicant and the City mutually agree as follows:

1. Each of the recitals set forth above are by this reference incorporated into this Agreement as fully set forth herein.
2. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
3. The Applicant shall construct on the site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event shall such construction provide fewer than four new multi-family permanent residential units nor shall it provide fewer than half of its total residential units as permanent housing.
4. The Applicant shall complete construction of the agreed upon improvements within three (3) years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension thereof granted by the City.
5. The Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, file with the City's Community Planning and Development Department the following:
 - A. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - B. A description of the completed work and a statement of qualification for the exemption; and
 - C. A statement that the work was completed within the required three-year period or any authorized extension.
6. Upon the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 5 above, and upon the City's approval of a Final Certificate of Tax Exemption, the City shall file the Final Certificate with the Thurston County Assessor-Treasurer.
7. The Applicant shall, within thirty (30) days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight (8)

years, file a notarized declaration with the City's Community Planning and Development Department indicating the following:

- A. An emailed or electronically submitted statement of occupancy and vacancy of the multi-family units during the previous year in Excel spreadsheet format that includes monthly rent by unit and the income of each household at the time of initial occupancy;
 - B. A notarized certification that the property continues to be in compliance with this Agreement and RCW 84.14; and
 - C. A description of any subsequent improvements or changes to the property.
8. If, during the term of any Final Certificate of Tax Exemption, the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Thurston County Assessor-Treasurer and the City's Department of Community Planning and Development within sixty (60) days of such change in use. The City may, in its sole discretion, revoke and cancel the Final Certificate of Tax Exemption effective on the date of the Applicant's conversion of any of the multi-family residential housing units to another use.
 9. Applicant shall notify the City promptly of any transfer of the Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
 10. No rental occupancy will be permitted on a transient basis. This includes rental accommodation that is leased for a period of less than one (1) month.
 11. In addition to any other powers reserved to the City by law, the City may, in its sole discretion, cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement.
 12. No modifications of the Agreement shall be made unless mutually agreed upon by the parties in writing.
 13. The venue for any dispute related to this Agreement shall be in Thurston County Superior Court for the State of Washington.
 14. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

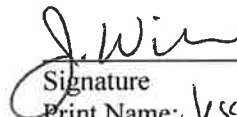
URBAN OLYMPIA 5, LLC
PROPERTY OWNER(S):

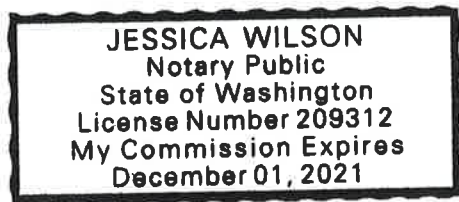
By: <u></u>	By: _____
(Signature)	(Signature)
Print Name: <u>Walker John</u>	Print Name: _____
Title: <u>Manager</u>	Title: _____
Date: <u>1/10/2020</u>	Date: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF Thurston)

On this 10 day of January, 2020, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walker John to me known to be the Manager of Urban Olympia 5, LLC, a Washington Limited Liability Corporation, who executed the foregoing instrument and acknowledged the said instrument to be his/her/their free and voluntary act and deed of said limited liability corporation, for the uses and purposes therein mentioned and on oath stated that he/she/they is/are authorized to execute the said instrument on behalf of Urban Olympia 5, LLC.

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


 Signature
 Print Name: Jessica Wilson
 NOTARY PUBLIC in and for the State of Washington, residing at Thurston County, WA
 My Commission expires: 12/01/2021





City Council

Approval of Labor Contracts with the International Association of Fire Fighters, Local #468, Including Assistant Chiefs

Agenda Date: 1/21/2020
Agenda Item Number: 4.1
File Number:20-0066

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

Title

Approval of Labor Contracts with the International Association of Fire Fighters, Local #468, Including Assistant Chiefs

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the labor agreements with the International Association of Fire Fighters, Local #468 and Local #468, Assistant Chiefs and authorize the Interim City Manager to execute the agreements.

Report

Issue:

Whether to approve the labor contracts between the City of Olympia and the International Association of Fire Fighters (IAFF), Local #468 and Local #468, Assistant Chiefs

Staff Contact:

Linnaea Jablonski, Human Resources Director, General Government, 360.753.8309

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The labor agreements with IAFF, Local #468 and Local #468, Assistant Chiefs expired on December 31, 2019. The contracts cover one hundred (100) Fire Fighters and two (2) Assistant Chiefs in the City's Fire Department. The new agreements have been ratified by the Unions and City staff is now bringing them forward for approval.

The new proposed contracts for Council consideration are attached.

The contracts have three-year terms that will expire on December 31, 2022. Significant changes to the contracts are in the areas of wages.

Wages

Wage increases for these contracts will be based on 90 percent of Seattle CPI-U with a 1 percent minimum and a 4 percent maximum wage increase. The proposed wage increases include a .95 percent increase in 2020, this is lower than the calculated CPI-U cost-of-living adjustment to cover costs associated with changes to education and longevity pay.

Education and Longevity Incentive Pay

Education and Longevity pay were added to the Assistant Fire Chiefs contract and expanded in the Firefighter contract. Members will receive 2 or 4 percent for education pay based on degree, and between 1.5 and 6 percent for longevity pay.

Medical/Dental/Vision Benefits

All benefits remain the same as administered through the Northwest Fire Fighters Benefits Trust (NWFFT).

Wellness

The City will contribute \$3,000 annual match to an equipment repair fund to ensure wellness equipment is maintained or replaced as needed.

Janus

Language was added to clarify that membership to the Union is no longer a condition of employment based on the Janus vs. AFSCME ruling.

Washington Paid Family and Medical Leave (PFML)

Members will begin to pay into the new WA PFML program that is administered through the Employment Security Department.

The remainder of the contract changes are general and/or matching language clean-up items to include gender neutral language or added language based on operational or management needs.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Move to approve the labor agreements with the International Association of Fire Fighters, Local #468 and Local #468, Assistant Chiefs and authorize the Interim City Manager to execute the agreements.
2. Do not approve the labor agreements with the International Association of Fire Fighters, Local #468 and Local #468, Assistant Chiefs as proposed and direct staff as to next steps.
3. Move to approve the labor agreements with the International Association of Fire Fighters, Local #468 and Local #468, Assistant Chiefs as amended by Council, and authorize the Interim City Manager to execute the agreements.

Financial Impact:

The cost to the City for implementing this contract in 2020 is \$233,672, which is \$17,090 less than what is already included in the 2020 Operating Budget. A summary of the economic agreements is attached.

Attachments:

2020-2022 Labor Contract - IAFF, Local #468

2020-2022 Labor Contract - IAFF, Local #468, Assistant Chiefs

Economic Agreement Summary - 2020-2022 IAFF, Local #468, Including Asst. Chiefs

AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

AND

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

January 1, 2020 - December 31, 2022

TABLE OF CONTENTS

	Page #
PREAMBLE	1
ARTICLE 1: RECOGNITION	1
ARTICLE 2: UNION BUSINESS	2
ARTICLE 3: UNION SECURITY	4
ARTICLE 4: MANAGEMENT RIGHTS	4
ARTICLE 5: SENIORITY	5
ARTICLE 6: DISCIPLINARY RECORDS	7
ARTICLE 7: UNIFORMS, CLOTHING, AND EQUIPMENT	8
ARTICLE 8: HEALTH AND SANITATION	9
ARTICLE 9: BENEFITS AND RETIREMENT	10
ARTICLE 10: GRIEVANCE PROCEDURE	14
ARTICLE 11: RULES AND REGULATIONS	17
ARTICLE 12: HOURS OF WORK	17
ARTICLE 13: SALARIES	19
ARTICLE 14: OVERTIME, CALLBACK, AND EXCHANGE	21
ARTICLE 15: SICK LEAVE	23
ARTICLE 16: VACATIONS	24
ARTICLE 17: PAID HOLIDAYS	26
ARTICLE 18: PROMOTIONS	27
ARTICLE 19: WELLNESS	27
ARTICLE 20: SEVERABILITY CLAUSE	28
ARTICLE 21: TERM	28
APPENDIX A: SALARIES	29

AGREEMENT BETWEEN
THE CITY OF OLYMPIA, WASHINGTON
And
LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

PREAMBLE

This Agreement is entered into by the City of Olympia, Washington, hereinafter referred to as the City, and Local #468, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1- RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all full-time uniformed personnel (as defined by [RCW 41.56.030](#)(6)) employed in the Olympia Fire Department, excluding:

- A. Chief of the Department
- B. Deputy Fire Chief
- C. Members of the Fire Department who are not uniformed employees as defined by RCW [41.56](#).

ARTICLE 2- UNION BUSINESS

A. Dues Deduction:

Upon receipt of a written and signed form from the member authorizing payroll deduction, the City will deduct each month Union dues from the member's wages in the manner prescribed by law; the amount so deducted shall be mailed each month to the Union.

B. Union Official's Time Off:

1. The City agrees to allow time off with pay for a Union officer or duly appointed representative to attend State or National Conferences, State or National Seminars, or State LEOFF Board Meetings, not to exceed five (5) shifts or one hundred twenty hours (120) or the equivalent day shift conversion rate per year. The Union shall submit its request for such time off in writing at least two (2) calendar days prior to the date of the member's requested date of departure. The request shall state the member's name, Union capacity, requested date of departure, and name of the replacement member of equal classification.
2. Attendance by individual Union members at these or similar functions at the express request of the City shall not be counted toward the allowable five (5) shifts but shall be considered and paid as a regular shift.
3. Time off without pay, as permitted under [RCW 41.56.220](#), shall not be counted toward the allowable five (5) shifts.
4. The Union shall provide for a replacement of equal classification to maintain required manning strength at no cost to the City for each Union member absent due to attendance at such meetings, seminars or conferences unless replacement would be required as the result of attendance at one of the activities specified in paragraph 2. In the event that the scheduled replacement is unable to report for duty, and in the further event that the Union does not supply an alternative replacement, the costs incurred by the City in obtaining a substitute member shall be deducted from the wages of the absent Union member.

C. Union Meeting:

1. The Union shall be permitted to hold no more than eighteen (18) Union meetings per year on City premises between 6:00 p.m. and 11:00 p.m. under the following conditions:
 - a. The Fire Chief or designee is given notice of such meeting at least three (3) calendar days prior to the date of any scheduled meeting.
 - b. That such meetings do not in any way interfere with any prior work assignments, prior departmental commitments or emergency responses.
 - c. That the designated hours may be modified by mutual agreement of the Fire Chief or designee and the President of the Union or designee.
2. It is further agreed that the Union Grievance Committee and the Union Executive Committee may meet on City premises during the hours specified above under the following conditions:

- a. That the Fire Chief or designee is given notice of such meetings at least one (1) calendar day prior to such meeting and subject to the same conditions as are specified above in reference to Union meetings.
 - b. Union Grievance Committee Meetings and Executive Committee Meetings shall not require the movement of Fire Department personnel or equipment from the stations to which they are assigned during the duration of their duty shift.
3. The Union agrees that no other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or designee.
4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts Department personnel in the performance of their duties.
5. The Union agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the City of Olympia for contributions, donations or to purchase tickets for any Union sponsored performance or advertising in any Union or Union related publication or associate membership in the Union or any Union related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fund raising and the methods to be employed in the specific campaign.

ARTICLE 3- UNION SECURITY

- A. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with a Union staff representative. Such neutrality does not preclude the Employer from informing its employees that their job is not dependent on joining the Union.

- B. For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to IAFF 468 monthly. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

- C. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. When employee is a union member, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

- D. The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken by the City at the direction of the Union under provisions of this Article.

ARTICLE 4- MANAGEMENT RIGHTS

All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by the City and shall continue to be subject to exclusive management control.

ARTICLE 5- SENIORITY

- A. Seniority shall be determined by the date of initial continuous employment. The date of initial employment shall be the actual date the member begins their employment. In the event more than one member has the same date of employment, the person with the higher score on the Civil Service examination shall have seniority over members having lower scores on the same dated examination. A member who has not completed one (1) full year of continuous employment shall not be considered to have seniority and shall not be considered a regular full-time employee.
- B. The City, through the office of the Fire Chief, shall at the first of each year establish two seniority lists which will be posted in all fire stations and a copy of each list sent to the Secretary of the Union. The list shall remain posted for not less than thirty (30) calendar days. Any objections to the seniority lists as posted shall be reported to the office of the Fire Chief within thirty (30) days or it shall stand as posted. One list with the departmental seniority will indicate the seniority of employees within the entire Fire Department. The second list will indicate the seniority of members on each shift and will be adjusted as members are added or lost on that shift throughout the year.
- C. Reduction in Force:
1. All reductions in force of personnel covered by this Agreement shall be carried out pursuant to the terms of this Article.
 2. In the event the City decides to reduce Fire Department personnel, the City shall lay off the employees having the shortest length of service in the Olympia Fire Department.
 3. Following a layoff under subparagraph 2 above, the City shall determine, by classification, which positions are to be reduced. Where Captain positions are to be reduced, the employee having the least time in grade as a Captain shall be the employee to be reduced and they shall have bumping rights over any retained employee in a lower classification, provided that they have previously held permanent status in that classification. Where Lieutenant positions are to be reduced, the employee(s) having the least time in grade as a Lieutenant shall be the employee to be reduced.
 4. Members on layoff as a result of reduction shall be recalled according to seniority, provided that those recalled have the demonstrated ability and qualifications to serve in the classification in which the opening exists. No new employees shall be hired until all laid off employees have been given an opportunity to return to work.
 5. The Union shall cooperate with the City in maintaining a list of addresses of members who have been laid off. Notice of recall shall be sent by the City to the members at their last known address by certified mail with return receipt requested. If any member fails to report to work within twenty-one (21) calendar days from the date of mailing of the notice of recall, that member shall be considered to have separated employment from the City, shall cease to have seniority, and the member's name shall be removed from the recall list.

6. In the event that a member is unable to report to work as a result of a medical condition, then the member's name shall not be removed from the list nor shall the member be considered to have quit or cease to have seniority, but rather shall, in the event that the City determines that it cannot await their return, be passed over for recall purposes until the next issuance of notice of recall, provided that the member shall provide the City with notice within the twenty-one (21) calendar working days of their inability to return. It is recognized that the City may require substantiation of the illness or injury alleged to be the cause of failure to report pursuant to a recall notice. If the substantiation is not submitted to the City by the member within seven (7) calendar days of the receipt of the City's request for substantiation without reasonable cause for any delay in so providing, and in the further event that any such substantiation provided does not reasonably support the member's alleged illness or injury, then the loss of seniority and recall rights shall be imposed.
7. Recall rights for any member shall expire eighteen (18) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the member at their last known address by registered or certified mail with return receipt requested.
8. Benefits and seniority shall not accrue during layoff.
9. For purposes of this Article, the classifications to be considered are Battalion Chief, Captain, Lieutenant and Fire Fighter.

Article 6 – DISCIPLINARY FILE RECORDS

Disciplinary material in an employee's personnel file may be considered in progressive discipline. Upon the employee's written request to the Fire Chief, documentation of oral reprimand or admonishment may be removed in twelve (12) months, written reprimands and disciplinary documents may be removed at twenty-four (24) months with the following exceptions, which shall supersede the provisions stated above:

1. Any specific date for removal stated on the disciplinary document shall be followed.
2. Discipline for a violation of the City's Policies covering Harassment, Discrimination and Workplace Violence shall not be removed from the employee file.
3. Any disciplinary action involving suspension or removal of pay equating to forty-eight (48) hours or more shall not be removed.
4. Last Chance Agreements shall not be removed unless a removal date or circumstance is specified in the document.

ARTICLE 7- UNIFORMS, CLOTHING, AND EQUIPMENT

- A. Protective Clothing: The City shall provide the following protective clothing for each member of the Fire Department: one helmet, one turnout coat with liner, one pair of suspenders, one pair of turnout pants with liner, one pair of gloves, and one pair of NFPA turnout boots, and one winter jacket with patch. This clothing shall be of a quality that is generally accepted as suitable for protection of Fire Fighters, in compliance with [WAC 296-305](#). Such clothing shall remain the property of the City and shall be kept in good and safe condition and replaced as necessary due to normal use, in accordance with Department policies, as determined by the Uniform Committee. In the event of negligent loss or abuse of protective clothing by a member (employee), as determined by the Uniform Committee, the City may, in lieu of discipline, permit the member (employee) to pay for replacement of such protective clothing.
- B. Uniforms: The City shall provide uniforms to each new member of the Fire Department as per Department Operating Guidelines. A uniform allowance account is established for each member to cover uniform replacement. Members of Day Shift will be provided with additional funds equivalent to two new "class B" uniforms upon their initial assignment/appointment. The Labor-Management Team will determine the uniform menu and will evaluate the uniform account allowance for all workgroups.
- C. Equipment: In recognition of working a 24-hour shift, the City will install an internet connection at each station to be used for access to the internet. Access to the internet through this connection may be for non-business-related purposes, yet shall be consistent with the City's [Policy 3-Discrimination and Harassment](#) and the City's vision and values.
1. The City will be responsible for the coordination of the installation and payment of this internet connection; maintenance and repair of this internet connection will be the responsibility of the contracted internet service provider(s). The Union will be responsible for any maintenance and repair of equipment utilized to access the internet through this connection. Any modifications to this connection (e.g. change to wireless) must be coordinated with the City to ensure no interference with the existing operating network/systems.

ARTICLE 8- HEALTH AND SANITATION

- A. The City shall provide beds, clean bedding at regular intervals and towels for each member. Shower facilities will be provided with bathroom facilities at each Fire Station operated by the City. The City shall provide and maintain first aid supplies at each Fire Station. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the members.

- B. The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices which shall be followed by Department personnel at the scene of emergency operations in the fulfillment of their assigned responsibilities.

ARTICLE 9- BENEFITS AND RETIREMENT

The City agrees to allow the Union to purchase its own medical, dental and vision plans through the [Northwest Fire Fighters Benefits Trust \(NWFFT\)](#).

- A. Employee and Dependent Dental/Orthodontia: The City will pay the NWFFT the entire dental premium costs for the member and dependents (if any) for the NWFFT Delta Dental of Washington Incentive Plan 7 and Orthodontia \$1,000 Plan.
- B. Employee Medical
1. The City agrees to pay NWFFT to cover the cost of the NWFFT \$1,500 Deductible Plan medical and vision premiums for the employee on a monthly basis. Costs for dependent coverage shall be shared as called for in Article 9-D. 2. Union members will be able to choose between the NWFFT \$1,500 Plan and the AWC Employee Benefit Trust \$200 AD Plan³. The Union agrees to provide coverage for LEOFF 1 retirees through the NWFFT Labor First and Plan \$50 Retirees plans. The City agrees to pay the NWFFT an amount that covers the premiums for the NWFFT LEOFF 1 plans on a monthly basis.⁴ With 90 days' notice the parties agree that the Union may negotiate to return to the AWC Healthcare plans offered at that time by the City
 2. The Union agrees that if at any time the NWFFT ceases to provide coverage for LEOFF 1 retirees or changes the plan to the detriment of the City (costing the City more than currently being paid); the Union members will revert to the AWC Healthcare plans being offered at that time.
 3. The Union agrees that all administration of the NWFFT Healthcare plans will be done by individuals outside the City of Olympia staff, and that any calls to City staff regarding NWFFT Healthcare plans will be referred to the NWFFT plan administrator. The Union agrees to provide contact information to the City where employees' questions about the NWFFT Healthcare plans can be referred.
 4. The Union, through its Medical Plan Administrator, agrees to annually (in the month of January) provide the City a Certification stating that all members of the Union have been given the opportunity to accept insurance with the NWFFT, a list of all employees that have accepted the insurance offer, and those members opting out of insurance with the NWFFT.

- C. Cost Containment: The cost to the City for the NWFFT Plans shall not exceed the cost of the AWC Regence Healthfirst 250 medical plan, Washington Dental Service Plan F, Washington Dental Service Orthodontia Plan III, and vision plans and premiums in effect as of January 1 of the current year including any discounts earned by the City.
1. After annual rates have been published by AWC and NWFFT for the following year:
 - a. Both the Union and the City agree the participating members in NWFFT will assume cost increases in the event NWFFT rates are above that of AWC (including Premiums, Dental, Orthodontia, Vision, and LEOFF1 coverages);
 - b. Cost Increases will be borne by the employees with dependents, not to exceed the savings realized by the City. Cost recovery will be equally distributed by each dependent covered in the plan and will be deducted from the employees bi-monthly paycheck.
 - c. If at any time during this contract period either the AWC Regence Healthfirst 250 Plan or NWFFT \$1,500 Plan coverages see reduced coverages from their current levels, both parties agree to bargain the impacts on the savings available to pay for member VEBA contributions.
 - d. The cost to the City for NWFFT LEOFF 1 coverage shall not exceed the cost of the current year AWC Med Advantage and Plan A premiums. If the NWFFT LEOFF 1 plans do exceed the cost of the AWC plans, both parties agree to bargain the impacts.
- D. Dependent Medical: Any premium increases for dependent medical insurance coverage for each participating member, as provided by the City, shall be shared by the City and the member, with fifty percent (50%) of any such increase paid by the City and fifty percent (50%) of any such increase paid by the member through payroll deduction, provided, however, that the amount paid by the member shall not exceed fifteen percent (15%) of the total dependent medical insurance premium. Thereafter, the City and the member shall continue to equally share any increases in premium costs until such time that the City shall pay eighty-five percent (85%) and the member shall pay fifteen (15%) of the total premium.
- E. Life Insurance: The City agrees to provide and pay the premium for \$20,000.00 (twenty thousand dollars) life insurance coverage for each participating member.
- F. Disability Insurance: The City and the Union will designate one (1) disability income protection insurance plan to be made available to members on an optional basis. The full cost of the plan shall be paid by the participating members through payroll deduction.
- G. Retirement: The City shall cover members of the bargaining unit in accordance with the applicable State pension system requirements.

H. Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members, who subscribe, will be fully responsible for any premium increase for such optional benefits.

I. Health Premium Reimbursement Trust: The City shall contribute \$100.00 per month to the Washington State Council of Firefighter's Medical Expense Reimbursement Plan of each member of the bargaining unit.

J. VEBA

1. The City will contribute \$2,000 per year for individual members and \$4,000 per year for a member with dependents to the VEBA plan administered by BPAS. The VEBA contributions will be distributed to all active members no later than January 15 of each year.
2. For those members with known retirement dates, the VEBA contributions will be pro-rated to the date of their retirement and distributed by January 15 of each year.
 - a. For members who separate from the City before the end of the calendar year, the member will only be entitled to receive a prorated share based upon the number of months employed and must return the balance to the City. Any amount owed to the City will be withheld from the member's final paycheck.
3. After annual rates have been published by AWC and NWFFT for the following year:
 - a. Both the Union and the City agree in the event cost increases for AWC are above that of the NWFFT, this will result in an increase in VEBA contributions by the City (including Premiums, Dental, Orthodontia, Vision, and LEOFF 1 coverages);
 - b. The increase of contributions will be equal to the full savings realized by the City and will be equally distributed to participating members of the NWFFT.

J. Deferred Compensation: It is mandatory that all bargaining unit members defer 6% of their salary in the deferred compensation program.

- K. Deferred Compensation Plan: Members shall be afforded the option of selecting ICMA-RC or Nationwide as their deferred compensation program. Members are allowed to have funds in both programs, although members are eligible to contribute to only one program each calendar year and may elect to change programs during the designated City open enrollment period.
- a. Members may obtain a deferred compensation loan through either ICMA or Nationwide. Members are not allowed to have simultaneous loans through both providers. Members must follow the City's established policies and procedures for application, repayment, and terms. The City will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue, but no future loans would be granted. Should the City determine that it cannot continue with the program, they will discuss first with the union; ultimately, however, the City may discontinue this program at any time and for any reason.
- L. Medical Opt-Out Incentive: Employees who opt out of the City's and/or NWWFT Medical Insurance plans shall receive \$250 per month in lieu of any City provided medical insurance benefits provided Federal or State Law allows. Notification of those members who opt out of the NWWFT plans shall be provided by the NWWFT Plan Administrator. Neither employee of a married employee couple covered by the City insurance may receive the \$250 opt out provision for refusing the City's insurance.
- M. Paid Family and Medical Leave: Each member will pay .253% of their wages towards the Paid Family and Medical Leave benefit. The City agrees to pay .147% of employees' wages towards the total .4% contribution required by the Employment Security Department.

ARTICLE 10- GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Union-Management meetings involving grievances, or these procedures shall be scheduled by mutual agreement.
- B. For the purpose of this Agreement, a grievance is defined as a dispute, which arises between the members and the City and shall be limited to a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement.
- C. Grievances which arise shall be settled in the following manner:

STEP 1. Where the grievance involves a matter within the control of their shift Battalion Chief the grievant and/or the Union Grievance Committee shall attempt to resolve the matter with the Battalion Chief prior to the filing of a written grievance. Grievances shall be filed in writing with the Chief of the Fire Department and with the Union Grievance Committee within fifteen (15) calendar days after the member(s) involved knew or should reasonable have known of the occurrence giving rise to the grievance. The written grievance shall include: 1) a statement of the grievance and such facts as are deemed relevant; 2) specific provision or provisions of the contract which are alleged to have been violated; 3) remedy sought; and 4) any other material deemed relevant. The Fire Chief or designee shall attempt to resolve the grievance within ten (10) working days after receipt of the written grievance.

STEP 2. If the solution proposed for the grievance by the Fire Chief or designee is unsatisfactory to the member or to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall be presented to the City Manager or designee. The City Manager or designee shall respond to the grievance within ten (10) working days following the submission of the grievance to the City Manager.

STEP 3. If the solution proposed for the grievance by the City Manager or designee is unsatisfactory to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the City Manager, then the grievance as considered in Step 2 shall be submitted to arbitration in accordance with the following procedures:

- a. Notice of arbitration shall be given within ten (10) working days following the issuance of the solution proposed by the City Manager or designee. A representative of the Union and the City Manager or designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to appoint an arbitrator from its staff. If the Public Employment Relations Commission indicates a delay of more than two (2) months, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first name. The one (1) name remaining shall be the arbitrator. One (1) working day shall be allowed for the striking of each name.

- b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute the judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render the decision within thirty (30) calendar days after the final hearing. Decisions of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City which are beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
 - c. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for all costs of preparing and presenting its case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.
 - d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals greater than fifteen (15) calendar days prior to the date when such grievance shall have first been presented.
 - e. It is understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant member, the Union or persons represented by the Union, and the City to litigate or otherwise contest the grievance of this subject matter in any court, Civil Service Commission, or any other available forum, provided that if it is determined by the arbitrator that they have no authority or power to rule in the case, it shall have been deemed to be no election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.
 - f. In the event the arbitrator finds that they have no authority or power to rule in the case, the matter shall be referred back to the merits of the case and with a written statement indicating the reasons for the arbitrator's conclusion.
- D. A grievance will be deemed to have been waived if the grievant member or Union chooses to take a grievable matter to any city, state or federal agency.

- E. Any and all-time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the member or the Union to submit the grievance in accordance with these time limits without a waiver of the time limits by the City shall be deemed an abandonment of the specific grievance. For the purposes of this Article, "Working Days" shall mean Monday through Friday, normal City business days, but shall not include holidays occurring during the normal business week of the City. A grievance or arbitration proceeding may be terminated at any time upon receipt of a complete authorized statement from the Union and the grievant member stating that the matter has been resolved to the satisfaction of the Union and the grievant member.

ARTICLE 11- RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department rules, regulations, policies and procedures including those relating to the conduct of work performance. The employer agrees those department rules, regulations, policies and procedures adopted which affect working conditions and performance shall be subject to the grievance procedure.

ARTICLE 12- HOURS OF WORK

- A. The Olympia Fire Department recognizes a 7(k) exempt twenty-seven-day work period for field operations members assigned to twenty-four hour shifts. During that period, field operations members shall be assigned one hundred ninety-two (192) hours or twenty-four hours on/forty-eight hours off (49.8 hour per week). Within each twenty-seven (27) day work period, field operations members will receive twenty-four (24) hours off (Kelly Day) with pay. This time off will be scheduled by the Fire Chief or designee.
- B. Kelly Day selection for shifts with staffing levels above twenty-seven (27) will create the need for an additional Kelly Day slot for each FTE above twenty-seven (27). These slots will fall outside of the current three (3) Kelly Day slots per shift and will not increase or interfere with the availability of vacation. Members will continue to be afforded the opportunity to pick their Kelly Days prior to selecting vacations.
- C. Sick leave hours will not be deducted from a person's accrual bank for those hours during a scheduled Kelly Day. While on sick leave, Kelly Days cannot be banked or traded for use upon return to duty.
- D. Members assigned to other than twenty-four (24) hour shifts will be classified as Day Shift. Day Shift members shall work forty (40) hours per week schedules.
- E. When Department required and approved training is scheduled to total 24 hours or more over consecutive days, but not more than 20 days, the member will not be transferred to day shift but rather the department will adjust the members time as follows:
 - a. Members will be granted the last 12 shift hours off their assigned shift if that shift is the day before the class begins,
 - b. Members will be granted a full 24 shift hours off their assigned shift if that shift falls the first day after the class ends,
 - c. If the total work hours in the work period exceed 49.8 hours, member will receive overtime for the balance.

- F. It is agreed that an employee that is in more than 20 days of required and/or approved training will be transferred from a 24-hour/day-based position to an 8 hour/day based position. A change in status for the purpose will not affect an employee's pay, although leave accruals will be adjusted to reflect the change in status.
- G. Temporary Day Shift Assignment:
1. Shift members temporarily assigned to Day Shift (for disability or other reason) shall receive holiday pay equivalent to 10.9 hours of the member's base hourly rate exclusive of overtime and premium pay and will not be expected to report for duty when the front office is closed. This arrangement will be in effect for the whole time of the temporary assignment.
 2. Caps upon sick leave (**Article 14**) and Vacation (**Article 15**) will be managed as if the temporarily assigned member was still on their suppression shift assignment.
 3. Use of vacation and sick leave will be governed by **Article 14, Sick Leave** and **Article 15, Vacation**, respectively.
 4. Shift members temporarily assigned to Day Shift for more than twenty (20) days will be transferred to a forty (40) hour week. At this time, the member's hourly wage will be increased to account for the decrease in hours worked per week so that there is no change in gross, base semi-monthly pay. Items a, b and c above will remain in effect after the member is transferred to the forty (40)-hour week.

ARTICLE 13- SALARIES

A. Basic Salaries:

1. Members covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A". The wage schedule is considered a part of this Agreement. A recruit classification for entry-level Firefighters during the six-month training period will be seventy percent (70%) of top step Firefighter. A recruit classification for entry-level Firefighter Paramedics during the six-month training period will be eighty percent (80%) of top step Fire Fighter. This recruit pay will be followed by six (6) months at Firefighter and Firefighter Paramedic Step 1. Members will be placed at Step 2 on their one year anniversary.
2. All members' salaries shall be calculated from the top step of Firefighter. The applicable percentage per position and time in grade shall be found in Appendix A.
3. Members who obtain and maintain Thurston County EMT-B certification, including defibrillator certification, will receive incentive pay of \$12.50 per pay period.
4. Members trained, certified, and operating as the MSA, MMR Certified CARE Technician for their shift, to a maximum of 3 positions for the department, will have 2% added to their base pay per month.
5. Members will receive deferred comp compensation in the amount of 3.0% as part of their basic salary for services rendered.
6. Fire Lieutenants with a Paramedic certification (subject to requirements and limitations of the Medical Program Director) will receive 5% compensation over their applicable Fire Lieutenant rate of pay.
 - a. All regular pay will be directly deposited to the financial institution of the employee's choice.

- A. Working Out of Classification: Any member covered by this Agreement who is designated by the Fire Chief or representative as working out of classification in a higher position than their regular classification shall receive the greater of the lowest step of the higher classification pay range or a five percent (5%) increase per hour that the member works in the higher position.

- B. Longevity: Additional monthly pay shall be awarded for longevity to members of the department on the following scale;

5 – 9 Years	10 – 14 Years	15 – 19 Years	20 – 24 Years	25+ Years
1.5%	3.0%	4.0%	5.0%	6.0%

- C. Education Incentive: Additional monthly pay shall be awarded as an educational incentive to members of the department at the following rates;
- a. Associate degree: 2%
 - b. Bachelor's / Master's Degree: 4%
 - c. All Associates, Bachelors, and other Advanced Degrees will be conferred by an accredited college or university according to the following seven (7) regional accreditation agencies recognized by chea.org (Council for Higher Education Accreditation): Western Association of Schools and Colleges, Higher Learning Commission, Middle States Commission on Higher Education, New England Association of Schools and Colleges, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and WASC Senior College and University Commission.

ARTICLE 14- OVERTIME, CALLBACK, AND EXCHANGE

- A. Unscheduled overtime shall be defined as authorized work performed in excess of scheduled hours of work as stated in Article 11 of this Agreement.
 - 1. All overtime performed to supplement the absence of normal field operations personnel shall be paid at the overtime rate from the time they report for duty.
 - a. A member will be paid the overtime pay rate for one-quarter (1/4) hour for any portion of the one-quarter (1/4) hour worked.
 - b. Paramedics attending in-service training required by the Medical Program Director will be compensated for such time, up to three (3) hours per month.

- B. Field operations members shall receive overtime compensation at time and one-half Hourly pay is computed using the following formula:

$$\frac{\text{Pay Period Salary} * (+) \text{Special Pay}}{108 \text{ hours}^{**}}$$

*Annual Pay divided by 24 pay periods

**192 hours multiplied by 13.5 (27-day periods in one year) = 2592 annual hours and 2592 annual hours divided by 24 pay periods = 108

- C. Day Shift members who work in excess of their regular scheduled workday shall, at the member's option, receive compensation in the following manner:
 - 1. Receive overtime pay figured at the rate of one and one-half (1.5) times their applicable rate; or
 - 2. Compensatory time equal to one and one-half (1.5) hour for each hour worked if the member is performing non-operations type work for their assigned division.
 - a. Members may accrue a maximum of eighty (80) hours. When a member has accrued the maximum number of hours, any additional overtime worked will be paid at the overtime rate.
 - b. The scheduling of compensatory time off is at the discretion of the supervisor. The supervisor must, however, allow the use of compensatory time within a reasonable period unless the member's absence would unduly disrupt operations.
 - c. Upon retirement, resignation, or transfer, a member's compensatory bank will be cashed out at the member's final hourly rate.
 - d. Effective upon signing of this agreement, compensatory time credited toward final average salary for the purposes of reporting to the [Washington State Department of Retirement Systems \(DRS\)](#) will be limited to compensatory time earned in the last year of employment.

- D. Fire Suppression members who attend pre-approved non-mandatory training shall receive compensation in the following manner:
1. Vacation time equal to one and one half (1.5) hours for each hour worked.
 - a. Approval for vacation credit for non-mandatory training is at the discretion of the Division Manager
- E. Members on off-duty time who are subpoenaed to give testimony in court about events arising out of their employment, except in civil cases, shall receive overtime compensation at the applicable rate.
- F. The Fire Department will establish and maintain an overtime work list for each class of members. All members will have their names represented on the list in accordance with the departmental seniority list as established in **Article 5** of this Agreement. Should the need for overtime occur in the Fire Department because of vacations, sickness or other unforeseen conditions, the officer in charge shall fill the vacancy in accordance with departmental policy.
- G. Callback:
1. In the event additional staffing is required to cope with a designated greater alarm, the Fire Department shall call in the necessary off-duty Firefighters and officers concurrent with summoning mutual aid units. This section does not apply when mutual aid units are summoned for the purpose of providing special equipment or when dispatch procedures require automatic mutual aid responses.
 2. All off-shift personnel will be paid a minimum of two (2) hours pay at the applicable overtime rate when called back under alarm conditions. Provided that a member is called back less than two (2) hours prior to the start of a shift, for that member, overtime will be paid only for actual time until the start of the member's shift.
 3. Members will return to work for emergency callback whenever contacted unless they are sick, unable to secure their property or family, and/or are incapacitated.
- H. Exchange of Time:
1. Exchange of time involving Kelly days will be allowed without restriction provided that only whole (24 hour) shift are exchanged, except as defined in Article 11 and the Manual of Operations.
 2. As the "exchange of time" is solely for the convenience of the members, the City assumes no liability, either monetary or non-monetary.

ARTICLE 15- SICK LEAVE

- A. Notification Members not able to work because of emergencies or other justifiable causes as defined in departmental Manual of Operations must notify their Battalion Chief, or acting Battalion Chief, before 6:30 a.m. of the date they are to work. This provision shall not be interpreted as condoning repeated absences from work on the part of the members.
- B. Sick Leave
1. Regular full-time members covered by the LEOFF Retirement System prior to October 1, 1977 will accumulate paid sick leave at the rate of twenty-four (24) hours for each full month of service up to a maximum accumulation of two hundred forty (240) hours. Sick leave accumulated in one (1) year may be carried over to succeeding years but not to exceed a total of two hundred forty (240) hours.
 2. The Union agrees that members will not apply for disability leave under the LEOFF pension system for absences of less than three (3) scheduled workdays/shifts unless the member does not have sufficient paid sick leave accrued. When a member applies for disability leave, the commencement of the disability leave shall be as of the first hour that the member was unable to report to work. Any sick leave which subsequently is covered by an approved disability leave shall be credited to the affected members, provided that such credit shall not result in sick leave accrual in excess of the maximum, accumulations stated in paragraph 1 above. It is the intent of this section that the City's total liability for combined paid sick leave and disability leave shall not exceed six (6) months for any one incident.
 3. Regular full-time members enrolled in the LEOFF Retirement System after October 1, 1977 will accrue one (1) duty shift per month during the first 72 months of service. After 72 months, members will accrue sixteen (16) hours per month. Maximum accumulation is one thousand four hundred forty (1,440) hours for field operations personnel. LEOFF II Day Shift members will accrue eight (8) hours per month to a maximum of nine hundred and sixty (960) hours.
 4. Use of and eligibility for sick leave shall be governed by departmental Manual of Operations. All full-time members are permitted to remain away from their employment because of illness or physical inability, whether incurred on-duty or off-duty, without loss of compensation up to the number of sick leave hours that the member has accrued.

ARTICLE 16- VACATIONS

- A. Vacation Accrual: Annual vacation credits for field operations personnel assigned to twenty-four (24) hour shifts shall be earned from the date of employment as follows. To calculate Day Shift accruals, multiply designated field operations vacation accrual entitlements by 0.70.
1. Members having less than five (5) years full time service with the City will accrue 156 vacation hours per year.
 2. Members having more than five (5) and less than ten (10) years full time service with the City will accrue 204 vacation hours per year.
 3. Members having more than ten (10) years and less than fifteen (15) years of full-time service with the City will accrue 252 vacation hours per year.
 4. Members having more than fifteen (15) years of full-time service with the City will accrue 276 vacation hours per year.
 5. Members with more than twenty (20) years of full-time service with the City will accrue 288 vacation hours per year.
 6. Members with more than twenty-five (25) years of full-time service with the City will accrue 312 vacation hours per year.
 - a. Accrued vacation time taken shall be limited to the number of vacation credits earned by the member.
 - b. The vacation selection list will be posted on the bulletin board in the main station by November 1 of the year proceeding the opening date of the vacation selection list. Vacation selection will be made by seniority according to the shift seniority list, with senior members selecting before members with less seniority.
- B. Vacation Requests: All vacation requests will be forwarded to the Fire Chief on the forms provided. Vacation selections before January 1 will not be denied due to on-duty staffing reduced below specified strength brought about by sickness, disability or approved training attendance. Requests received after that date will be processed on a first come basis without regard to seniority. All subsequent vacations will be granted for the convenience of the member, provided that the Fire Chief may deny any vacation request when the on-duty staffing would be reduced below the minimum strength specified by the Fire Chief.

C. The maximum number of shifts of vacation, which may be accumulated, shall be limited to three (3) years of a member's entitlement.

D. The maximum amount of vacation time which a member may take in any one (1) block shall be as follows:

1. Field operations members: No more than 288 hours.
2. Day Shift members: No more than 172 hours.

E. Cash-Out/Conversion:

1. Except as noted below, no more than three hundred and thirty-six (336) hours may be cashed out at the time of retirement or separation.
2. Members shall be allowed to cash back more than the stated amounts if circumstances such as vacation request denials prevented them from taking sufficient vacation to hold down their accumulation levels.
3. Vacation cash out, upon separation, may be transferred to the City's 457 Deferred Compensation Plan consistent with IRS regulations.
4. Upon LEOFF Plan 2-defined retirement, in addition to the three hundred and thirty-six (336) hours of vacation entitlement that may be cashed out, 25% of accrued and unused sick leave may be transferred into "compensable hours" and contributed to the member's Washington State Council of Firefighter's Medical Expense Reimbursement Plan account.
5. Pursuant to the [City of Olympia Policy 17, Personnel Actions, Section 4.14 Separation Pay](#), probationary employees are not eligible for vacation leave cash out upon separating from the City.

ARTICLE 17- PAID HOLIDAYS

A. The following holidays are recognized and observed by the City as paid holidays for regular full-time employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

B. In addition to the above specified holidays, a member may designate one (1) non-cumulative personal holiday in each calendar year, provided that the member has been continuously employed or is scheduled to be continuously employed by the Fire Department for at least six (6) months.

C. Holiday pay shall be paid to all members assigned to a twenty-four (24) hour shift regardless of whether or not they are scheduled to work on a given holiday specified in Section A above and for the personal holiday discussed in Section B above. Holiday pay shall be an amount equivalent to 10.9 hours of the member's base hourly rate exclusive of overtime and premium pay and shall be in lieu of time off.

D. Members permanently assigned to Day Shift shall not receive holiday pay but shall have the holiday off and receive their regular compensation for each holiday. In the event that any holiday established by Paragraph A falls on a Saturday, the preceding Friday shall be given as a holiday in lieu of the normal holiday. If the holiday falls on a Sunday, the following Monday shall be given as the legal holiday.

1. Members may request to work a holiday at the Division Manager's approval and receive the hours 1:1 as Floating Holiday time to be used at a later date within the calendar year.
2. The scheduling of additional Floating Holiday time off is at the discretion of the supervisor so that the Division remains staffed. However, the supervisor must allow the use of the Floating Holiday time off within a reasonable period. Members who are injured and do not return to work will be compensated for any holiday hours in their bank at the time of the injury.

ARTICLE 18- PROMOTIONS

In the case of promotions, if and when the Fire Chief elects to pass over a candidate on the promotional list under applicable civil service rules, they shall provide the passed over individual, in writing, their reasons for the pass over. The purpose of formalizing their reasons in writing is solely to provide the candidate with tools in which to improve their skills for future promotions.

ARTICLE 19- WELLNESS

The City and membership agree to accept the IAFF Wellness Initiative Program. Aspects of the Wellness Program include:

- a. The City agrees to purchase and maintain physical fitness equipment needed to comply with the Wellness Initiative. A QSD process will be used annually to evaluate equipment needs and maintenance.
- b. The Union and the City agree to jointly implement a mandatory physical performance testing and fitness program, as contained in the Fire Department's Operations Manual.
- c. IAFF Quitting Your Way Program/Tobacco Cessation, for which the City will pay for the one-time cost of the City-approved Wellness Initiative approved program/method.
- d. The Union agrees that all members will comply with the [City's Policy 5-Drug and Alcohol](#).
- e. The Union and City agree to jointly implement a mandatory annual audiogram for members per [WAC 296-817-40015](#).
- f. A monthly deduction of two dollars and sixty-eight cents (\$2.68) will be made from each employee's second (2nd) bi-weekly paycheck. The Employer will contribute three thousand (3,000) dollars annually to the equipment repair fund. These funds will be held by the City for use as allowed under the guidelines set forth by the Union.

ARTICLE 20- SEVERABILITY CLAUSE

Should any provision in this Agreement or the applications of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Should the sick leave provisions of this contract, or should a catastrophe occur which would prompt the City Council to declare a "State of Emergency", the City and the Union jointly agree to meet and confer as to how to address these issues.

ARTICLE 21- TERM

This Agreement shall become effective upon January 1, 2020 and shall remain in full force and effect until December 31, 2022.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 3rd DAY OF 2020.

FOR THE CITY OF OLYMPIA

FOR LOCAL #468, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

Jay Burney, City Manager

Steven Busz, President

APPENDIX A: SALARIES

- A. On January 1, 2020 covered employees will receive a salary increase of .95.
1. Effective January 1, 2021 and January 1, 2022: Employees will receive a salary increase of 90% of Seattle- CPI-U (based on July 1 – June 30 CPI-U figures from the prior year) with a minimum increase of 1% and a maximum increase of 4% and a .5% increase in pay over and above the CPI increase
 2. The parties agree in this 2020-2022 Collective Bargaining Agreement (CBA) to utilize the above formula. In adopting this formula, the parties are also indicating the reliance on this formula is non-precedential and, as a result, this is not intended to establish any pattern or method for determining wages that is in any way intended to be carried beyond the term of the 2020-2022 CBA.
- B. For the purpose of salary calculation, the following table shall be used. All subsequent salary increases shall be calculated on Firefighter Step 5 and then the appropriate percentage will be applied to each step as shown. It is the intent that all salaries be a percentage of Firefighter Step 5.

Firefighter Recruit	70%
Firefighter Step 1	80%
Firefighter Step 2	85%
Firefighter Step 3	90%
Firefighter Step 4	95%
Firefighter Step 5	100%
Firefighter/PM Recruit	80%
Firefighter/PM Step 1	90%
Firefighter/PM Step 2	95%
Firefighter/PM Step 3	100%
Firefighter/PM Step 4	105%
Firefighter/PM Step 5	110%
Fire Prevention Officer Step 2**	95%
Fire Prevention Officer Step 3**	100%
Fire Prevention Officer Step 4**	105%
Fire Prevention Officer Step 5**	110%
Lieutenant Step 4	112%
Lieutenant Step 5	114%
Lieutenant (Day) Step 4	115%
Lieutenant (Day) Step 5	120%
Lt/PM Step 4	115%
Lt/PM Step 5	117%
Captain Step 3**	124%
Captain Step 4**	126%
Captain Step 5**	128%
Battalion Chief Step 3	124%

Battalion Chief Step 4	126%
Battalion Chief Step 5	128%
Battalion Chief – Day Shift Step 5	134%

- a. A minimum of 10% will be added to a Firefighter's current step when transferred to Fire Prevention Officer or Firefighter/PM. Firefighters who transfer into Firefighter/PM or Fire Prevention Officer positions retain the rank of Firefighter and their anniversary dates will not be reset for the purpose of step increases in the new position. This provision is not retroactive.
- b. It is agreed that an employee that is in more than 20 days of training or day assignment will be transferred from a 24-hour/day-based position to an 8-hour/day-based position. A change in status for this purpose will not affect an employee's pay, although leave accruals will be adjusted to reflect the change in status.

* This includes the additional deferred comp compensation members receive as part of base salary as outlined in Article 12, Section A5.

**Based on a 40 hour workweek.

- C. Members selected, trained, and certified to operate on the Fire Investigative Team (FIT) will have 2% added to their base pay. The selection and training requirements are as follows:

Selection Process:

Olympia Fire Department Fire Investigation Team, FIT, members will be selected using the following process:

- When there is a vacancy or expected vacancy, the department will solicit interest to fill the vacancy. It is desired that the Fire Inspectors will obtain the Fire Investigator Certification during their tenure. The Assistant Fire Marshal will obtain the Fire Investigator Certification at the discretion of the Fire Marshal.
- If Fire Investigators are needed from the shifts to supplement those in the fire Prevention division, members who would like to join the team will submit a letter of interest to the Fire Marshal.
- A panel consisting of the Fire Marshal and the Operations Chief will review the letters of interest and conduct interviews.
- The Fire Marshal will then make the appointment.

After completion of initial training the prospective Fire Investigation member will need to give a three-year commitment prior to receiving the position.

Initial Training:

- Achieve certification in the following disciplines
 - 11 Certified Fire Investigator, CFI, Training Modules
 - National Fire Academy, NFA, Basic Fire Investigation course
 - FIT certification

Minimum Annual Training Requirements:

- Acquire and Maintain FIT designation
- Complete one CFI course per quarter
- Attend NFA or Leavenworth conference/training each year

Requirements to Receive or Maintain Pro-pay:

- Member must complete all required initial training (before pay begins)
- Successfully complete the minimum ongoing training (reviewed at end of each year)
- Serve as “Lead Fire Investigator” on at least one fire in the previous calendar year.

In the Event of Long-term Injury or Illness:

- The member will need to complete remediation/ make-up training as outlined by the Fire Marshal managing the program.

AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

AND

ASSISTANT FIRE CHIEFS

REPRESENTED BY

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

January 1 2020 - December 31, 2022

TABLE OF CONTENTS

	PAGE
PREAMBLE	1
ARTICLE 1: RECOGNITION	1
ARTICLE 2: UNION BUSINESS	1
ARTICLE 3: UNION SECURITY	2
ARTICLE 4: MANAGEMENT RIGHTS	3
ARTICLE 5: SENIORITY AND REDUCTIONS IN FORCE	3
ARTICLE 6: DISCIPLINARY FILE RECORDS	4
ARTICLE 7: UNIFORMS AND CLOTHING	4
ARTICLE 8: HEALTH AND SANITATION	4
ARTICLE 9: BENEFITS AND RETIREMENT	5
ARTICLE 10: GRIEVANCE PROCEDURE	8
ARTICLE 11: RULES AND REGULATIONS	10
ARTICLE 12: HOURS OF WORK AND OVERTIME EXEMPTION	10
ARTICLE 13: SALARIES	11
ARTICLE 14: FIRST ALARMS	12
ARTICLE 15: SICK LEAVE	12
ARTICLE 16: VACATIONS	12
ARTICLE 17: PAID HOLIDAYS	13
ARTICLE 18: WELLNESS	13
ARTICLE 19: SEVERABILITY CLAUSE	14
ARTICLE 20: ENTIRE AGREEMENT	14
ARTICLE 21: TERM	14

PREAMBLE

This Agreement is entered into by the City of Olympia, Washington, hereinafter referred to as the City, and Local #468, International Association of Fire Fighters, AFL-CIO, representing Assistant Fire Chiefs, hereinafter referred to as the Union.

ARTICLE 1- RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours and other conditions of employment for all full-time and regular part-time Assistant Fire Chiefs employed in the Olympia Fire Department, excluding confidential employees and all other employees.

ARTICLE 2- UNION BUSINESS

- A. Dues Deduction: Upon receipt of a written and signed form from the member authorizing payroll deduction, the City will deduct each month Union dues from the member's wages in the manner prescribed by law; the amount so deducted shall be mailed each month to the Union.
- B. Union Official's Time Off: The City agrees to allow reasonable time off without pay for a Union official to attend State or National Conferences, State or National Seminars, or State LEOFF Board Meetings so long as such requests are made at least 30 days prior to the event and that absence does not interfere with carrying out the duties of Assistant Fire Chief.
- C. Union Meeting:
 - 1. The Union shall be permitted to hold Union meetings on City premises during non-duty hours.
 - 2. City time and premises may be used to meet with City Officials to address grievances involving members
 - 3. No other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or designee.
 - 4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts Department personnel in the performance of their duties.

- D. The Union agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the City of Olympia for contributions, donations or to purchase tickets for any Union sponsored performance or advertising in any Union or Union related publication or associate membership in the Union or any Union related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fund raising and the methods to be employed in the specific campaign.

ARTICLE 3- UNION SECURITY

- A. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with a Union staff representative. Such neutrality does not preclude the Employer from informing its employees that their job is not dependent on joining the Union.
- B. For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to IAFF 468 monthly. Authorizations for Payroll Deduction are valid whether executed in writing or electronically
- C. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. When employee is a union member, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
- D. The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken by the City at the direction of the Union under provisions of this Article.

ARTICLE 4- MANAGEMENT RIGHTS

- A. All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by the City and shall continue to be subject to exclusive management control.
- B. Management rights shall include, by way of illustration, the right to:
 - 1. Establish and modify reasonable rules and regulations for the operation of the Fire Department and the conduct of its employees.
 - 2. Determine and change Fire Department budget, methods of operation, facilities and equipment.
 - 3. Recruit, hire, layoff, promote, assign, appoint, discipline, discharge, or suspend employees in accordance with City of Olympia Civil Service Rules and Regulations.
 - 4. Determine and change schedules of work, hours of work, number of personnel and the methods and processes by which work is to be performed.
 - 5. Determine mental, physical and performance standards.
 - 6. Assign work and determine the duties to be performed by Assistant Chiefs.
 - 7. Determine the need for additional education courses, training programs, on-the-job training, or class training, assign employees to such duties for periods to be determined by the Employer.
 - 8. Take any action as may be necessary to carry out the mission of the City and to deal with emergencies as declared by the Emergency Management Director, Mayor, County, Governor, or President.
- C. Nothing in this Agreement shall interfere with the Employer's right to perform work through the utilization of non-bargaining unit personnel, including allocation of work assignments to Assistant Chiefs that are also assigned to other Union members in any other bargaining unit or to contract out for goods and services.

ARTICLE 5- SENIORITY AND REDUCTION IN FORCE

- A. Seniority: Seniority shall be determined by the date of initial continuous employment. The date of initial employment shall be the actual date the member begins their employment. In the event more than one member has the same date of employment, the person with the higher ranked placement on the Civil Service register shall have seniority over members having lower ranked placement on the same register. If there is a tie with both members having the same ranked placement, the flip of a coin shall break the tie for seniority purposes. A member who has not completed one (1) full year of continuous employment shall not be considered to have seniority and shall not be considered to be a regular full-time employee.
- B. Reduction in Force: The Employer retains the right to decide if a reduction in force is required. All reductions in force of personnel covered by this Agreement shall be carried out pursuant to the terms of Rule IX of the Olympia Civil Service Rules, Reduction-in-Force.

ARTICLE 6 – DISCIPLINARY FILE RECORDS

- A. Disciplinary material in an employee’s personnel file may be considered in progressive discipline. Upon the employee’s written request to the Fire Chief, documentation of oral reprimand or admonishment may be removed in twelve (12) months, written reprimands and disciplinary documents may be removed at twenty-four (24) months with the following exceptions, which shall supersede the provisions stated above:
1. Any specific date for removal stated on the disciplinary document shall be followed.
 2. Discipline for a violation of the City’s Policies covering Harassment, Discrimination and Workplace Violence shall not be removed from the employee file.
 3. Any disciplinary action involving suspension or removal of pay equating to forty-eight (48) hours or more shall not be removed.
 4. Last Chance Agreements shall not be removed unless a removal date or circumstance is specified in the document.

ARTICLE 7- UNIFORMS AND CLOTHING

- A. Protective Clothing: The City shall provide the following protective clothing for each member of the Fire Department: one helmet, one turnout coat with liner, one pair of suspenders, one pair of turnout pants with liner, one pair of gloves, and one pair of NFPA turnout boots, and one winter jacket with patch. This clothing shall be of a quality that is generally accepted as suitable for protection of Fire Fighters, in compliance with [WAC 296-305](#). Such clothing shall remain the property of the City and shall be kept in good and safe condition and replaced as necessary due to normal use, in accordance with Department policies, as determined by the uniform Committee. In the event of negligent loss or abuse of protective clothing by a member (employee), as determined by the Uniform Committee, the City may, in lieu of discipline, permit the member (employee) to pay for replacement of such protective clothing.
- B. Uniforms: The City shall provide uniforms to each new member of the Fire Department as per Department Operating Guidelines. A uniform allowance account is established for each member to cover uniform replacement. The Labor-Management Team will determine the uniform menu and will establish the uniform account allowance for all workgroups.

ARTICLE 8- HEALTH AND SANITATION

The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices which shall be followed by Department personnel at the scene of emergency operations in the fulfillment of their assigned responsibilities.

ARTICLE 9- BENEFITS AND RETIREMENT

The City agrees to allow the Union to purchase its own medical, dental and vision plans through the [Northwest Fire Fighters Benefits Trust \(NWFFT\)](#).

- A. Employee and Dependent Dental/Orthodontia: The City will pay the NWFFT the entire dental premium costs for the member and dependents (if any) for the NWFFT Delta Dental of Washington Incentive Plan 7 and Orthodontia \$1,000 Plan.
- B. Employee Medical
1. The City agrees to pay to the NWFFT enough to cover the cost of the NWFFT \$1,500 Deductible Plan medical and vision premiums for the employee on a monthly basis. Costs for dependent coverage shall be shared as called for in Article 9-D.
 2. Union members will be able to choose between the NWFFT \$1,500 Plan and the AWC Employee Benefit Trust \$200 AD Plan
 3. The Union agrees to provide coverage for LEOFF 1 retirees through the NWFFT Labor First and Plan \$50 Retirees plans. The City agrees to pay the NWFFT an amount that covers the premiums for the NWFFT LEOFF 1 plans on a monthly basis.
 4. With 90 days' notice the parties agree that the Union may negotiate to return to the AWC Healthcare plans offered at that time by the City
 5. The Union agrees that if at any time the NWFFT ceases to provide coverage for LEOFF 1 retirees or changes the plan to the detriment of the City (costing the City more than currently being paid); the Union members will revert to the AWC Healthcare plans being offered at that time.
 6. The Union agrees that all administration of the NWFFT Healthcare plans will be done by individuals outside the City of Olympia staff, and that any calls to City staff regarding NWFFT Healthcare plans will be referred to the NWFFT plan administrator. The Union agrees to provide contact information to the City where employees' questions about the NWFFT Healthcare plans can be referred
 7. The Union, through its Medical Plan Administrator, agrees to annually (in the month of January) provide the City a Certification stating that all members of the Union have been given the opportunity to accept insurance with the NWFFT and a list of all employees that have accepted the insurance offer, and those members opting out of insurance with the NWFFT

C. Cost Containment

1. The cost to the City for the NWFFT Plans shall not exceed the cost of the AWC Regence Healthfirst 250 medical plan, Washington Dental Service Plan F, Washington Dental Service Orthodontia Plan III, and vision plans and premiums in effect as of January 1 of the current year including any discounts earned by the City.
2. After annual rates have been published by AWC and NWFFT for the following year:
3. Both the Union and the City agree the participating members in NWFFT will assume cost increases in the event NWFFT rates are above that of AWC (including Premiums, Dental, Orthodontia, Vision, and LEOFF1 coverages);
4. Cost Increases will be borne by the employees with dependents, not to exceed the savings realized by the City. Cost recovery will be equally distributed by each dependent covered in the plan and will be deducted from the employees bi-monthly paycheck. 4. If at any time during this contract period either the AWC Regence Healthfirst 250 Plan or NWFFT \$1,500 Plan coverages see reduced coverages from their current levels, both parties agree to bargain the impacts on the savings available to pay for member VEBA contributions.
5. The cost to the City for NWFFT LEOFF 1 coverage shall not exceed the cost of the current year AWC Med Advantage and Plan A premiums. If the NWFFT LEOFF 1 plans do exceed the cost of the AWC plans, both parties agree to bargain the impacts.

D. Dependent Medical: Any premium increases for dependent medical insurance coverage for each participating member, as provided by the City, shall be shared by the City and the member, with fifty percent (50%) of any such increase paid by the City and fifty percent (50%) of any such increase paid by the member through payroll deduction, provided, however, that the amount paid by the member shall not exceed fifteen percent (15%) of the total dependent medical insurance premium. Thereafter, the City and the member shall continue to equally share any increases in premium costs until such time that the City shall pay eighty-five percent (85%) and the member shall pay fifteen (15%) of the total premium.

E. Life Insurance: The City agrees to provide and pay the premium for \$20,000.00 (twenty thousand dollars) life insurance coverage for each participating member.

F. Disability Insurance: The City and the Union will designate one (1) disability income protection insurance plan to be made available to members on an optional basis. The full cost of the plan shall be paid by the participating members through payroll deduction.

G. Retirement: The City shall cover members of the bargaining unit in accordance with the applicable State pension system requirements.

H. Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members, who subscribe, will be fully responsible for any premium increase for such optional benefits.

- I. Health Premium Reimbursement Trust: The City shall contribute \$100.00 per month to the Washington State Council of Firefighter's Medical Expense Reimbursement Plan of each member of the bargaining unit.

- J. VEBA
 - 1. The City will contribute \$2,000 per year for individual members and \$4,000 per year for a member with dependents to the VEBA plan administered by BPAS. The VEBA contributions will be distributed to all active members no later than January 15 of each year.
 - 2. For those members with known retirement dates, the VEBA contributions will be pro-rated to the date of their retirement and distributed by January 15 of each year.
 - 3. For members who separate from the City before the end of the calendar year, the member will only be entitled to receive a prorated share based upon the number of months employed and must return the balance to the City. Any amount owed to the City will be withheld from the member's final paycheck.
 - 4. After annual rates have been published by AWC and NWFFT for the following year: Both the Union and the City agree in the event cost increases for AWC are above that of the NWFFT, this will result in an increase in VEBA contributions by the City (including Premiums, Dental, Orthodontia, Vision, and LEOFF 1 coverages); The increase of contributions will be equal to the full savings realized by the City and will be equally distributed to participating members of the NWFFT.

- K. Deferred Compensation: It is mandatory that all bargaining unit members defer 6% of their salary in the deferred compensation program.

- L. Medical Opt-Out Incentive: Employees who opt out of the City's and/or NWFFT Medical Insurance plans shall receive \$250 per month in lieu of any City provided medical insurance benefits provided Federal or State Law allows. Notification of those members who opt out of the NWFFT plans shall be provided by the NWFFT Plan Administrator. Effective January 1, 2017, neither employee of a married employee couple covered by the City insurance may receive the \$250 opt out provision for refusing the City's insurance.

- M. Paid Family and Medical Leave: Each member will pay .253% of their wages towards the Paid Family and Medical Leave benefit. The City agrees to pay .147% of employees' wages towards the total .4% contribution required by the Employment Security Department.

ARTICLE 10- GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide for an orderly method for resolving grievances. As high-level managers reporting directly to the Fire Chief, a determined effort shall be made to settle any such differences informally through direct communication. Only when issues cannot be resolved informally shall the more formal grievance procedure be used.
- B. For the purpose of this Agreement, a grievance is defined as a dispute, which arises between the members and the City and shall be limited to a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement.
- C. The formal procedure for addressing all grievances is as follows:

STEP 1. Grievances shall be filed by the union in writing with the Chief of the Fire Department within fifteen (15) calendar days after the member(s) involved knew or should reasonable have known of the occurrence giving rise to the grievance. The written grievance shall include:

1. A statement of the grievance and such facts as are deemed relevant,
2. Specific provision or provisions of the contract which are alleged to have been violated,
3. remedy sought, and
4. any other material deemed relevant. The Fire Chief shall attempt to resolve the grievance within ten (10) working days after receipt of the written grievance.

STEP 2. If the solution proposed for the grievance by the Fire Chief is unsatisfactory to the Union, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall be presented to the City Manager or designee. The City Manager or designee shall respond to the grievance within ten (10) working days following the submission of the grievance to the City Manager.

STEP 3. If the solution proposed for the grievance by the City Manager or designee is unsatisfactory to the Union, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the City Manager, then the grievance as considered in Step 2 may be submitted to arbitration by the union in accordance with the following procedures:

1. Notice of arbitration shall be given by the union within ten (10) working days following the issuance of the solution proposed by the City Manager or designee. A representative of the Union and the City Manager or designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the [Public Employment Relations Commission](#) to appoint an arbitrator from its staff. If the [Public Employment Relations Commission](#) indicates a delay of more than two (2) months, the parties shall jointly request the [Federal Mediation and Conciliation Service](#) to provide a list of five (5) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first name. The one (1) name remaining shall be the arbitrator. One (1) working day shall be allowed for the striking of each name.

2. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute their judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render their decision within thirty (30) calendar days after the final hearing. Decisions of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City which are beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
 3. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for all costs of preparing and presenting its case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.
 4. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals greater than fifteen (15) calendar days prior to the date when such grievance shall have first been presented.
 5. It is understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant member, the Union or persons represented by the Union, and the City to litigate or otherwise contest the grievance of this subject matter in any court, [Civil Service Commission](#), or any other available forum, provided that if it is determined by the arbitrator that he has no authority or power to rule in the case, it shall have been deemed to be no election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.
 6. In the event the arbitrator finds that they have no authority or power to rule in the case, the matter shall be referred back to the merits of the case and with a written statement indicating the reasons for the arbitrator's conclusion.
- D. A grievance will be deemed to have been waived if the grievant member or Union chooses to take a grievable matter to any city, state or federal agency.
- E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the member or the Union to submit the grievance in accordance with these time limits without a waiver of the time limits by the City shall be deemed an abandonment of the specific grievance. For the purposes of this Article, "Working Days" shall mean Monday through Friday, normal City business days, but shall not include holidays occurring during the normal business week of the City. A grievance or arbitration proceeding may be terminated at any time upon receipt of a complete authorized statement from the Union and the grievant member stating that the matter has been resolved to the satisfaction of the Union and the grievant member.

ARTICLE 11- RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department rules, regulations, policies and procedures including those relating to conduct and work performance. The employer agrees those Department rules, regulations, policies and procedures adopted which affect working conditions and performance may be subject to the grievance procedure as to whether or not there has been a violation of such rule, regulation, policy or procedure.

ARTICLE 12- HOURS OF WORK AND OVERTIME EXEMPTION

- A. Assistant Fire Chiefs shall generally work forty (40) hours per week schedules. Furthermore, the management nature of their position qualifies as an Executive Exemption under the Fair Labor Standards Act, and thus are salaried employees who are not paid overtime. In lieu of overtime pay, informal paid leave may be taken in recognition of the time demands of the positions, as mutually agreed by the member and the Fire Chief.
- B. In the event that an Assistant Fire Chief has compensatory time on the books from before they were an Assistant Fire Chief, in order for that compensatory time to be credited towards the Assistant Fire Chief's final average salary for the purposes of reporting to the [Washington State Department of Retirement Systems \(DRS\)](#), the compensatory time would have to have been earned during the Assistant Chief's last year of employment.

ARTICLE 13- SALARIES

- A. Members covered by this agreement shall be compensated starting at 124.80% and up to 151.77% of the step 5 fire fighter pay. The Assistant. Fire Chief salary schedule for 2019 is as follows:

STEP	MONTHLY SALARY EFFECTIVE 1/1/2019	% OF TOP STEP FF
1	\$9971.36	124.80%
2	\$10,468.35	131.02%
3	\$10991.67	137.57%
4	\$11542.98	144.47%
5	\$12126.24	151.77%

- B. On January 1, 2020 covered employees will receive a salary increase of .95.
- C. Effective January 1, 2021 and January 1, 2022: Employees will receive a salary increase of 90% of Seattle- CPI-U (based on July 1 – June 30 CPI-U figures from the prior year) with a minimum increase of 1% and a maximum increase of 4% and a .5% increase in pay over and above the CPI increase
- D. Longevity: Additional monthly pay shall be awarded for longevity to members of the department on the following scale;

5 – 9 Years	10 – 14 Years	15 – 19 Years	20 – 24 Years	25+ Years
1.5%	3.0%	4.0%	5.0%	6.0%

- E. Education Incentive: Additional monthly pay shall be awarded as an educational incentive to members of the department at the following rates;
- Associate degree: 2%
 - Bachelor’s / Master’s Degree: 4%
 - All Associates, Bachelors, and other Advanced Degrees will be conferred by an accredited college or university according to the following seven (7) regional accreditation agencies recognized by chea.org (Council for Higher Education Accreditation): Western Association of Schools and Colleges, Higher Learning Commission, Middle States Commission on Higher Education, New England Association of Schools and Colleges, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and WASC Senior College and University Commission.
- F. Deferred Compensation: Members will receive deferred compensation in the amount of three percent (3.0%) as part of their basic salary for services rendered.
- G. City Vehicles: Assistant Fire Chiefs are currently assigned vehicles by the City for the City’s benefit that they are expected to take home and drive to work. The assignment of a take home vehicle is for the purpose of responding to first alarm and other emergency operations and to attend required evening or weekend city meetings. Assistant Fire Chiefs are expected to follow all city and department rules regarding the use and maintenance of city vehicles. The City retains the right to discontinue the usage of take home vehicles at any time for any reason.

- H. Working Out of Classification: An Assistant Fire Chief will be compensated at the discretion of the City Manager or designee when they are appointed on an acting basis as Fire Chief that will exceed a four (4) week period. Compensation will be a minimum of 5% and will not exceed the salary of the Fire Chief.

ARTICLE 14- FIRST ALARMS

An Assistant Fire Chief is expected to report to all first alarms as assigned. Consistent with **Article 11 – Hours of Work and Overtime Exemption**, no overtime will be paid for this assignment.

ARTICLE 15- SICK LEAVE

- A. Sick Leave for Assistant Fire Chiefs will be in accordance with [City Policy 13-Leave, Subsection 4.3 Sick Leave](#). It is understood that if the City proposes changes to this Policy, that these changes will be negotiated as they pertain to Assistant Fire Chiefs.
- B. Upon LEOFF Plan 2-defined retirement, in addition to the three hundred and thirty-six (336) hours of vacation entitlement that may be cashed out, 25% of accrued and unused sick leave may be transferred into “compensable hours” and contributed to the member’s [Washington State Council of Firefighter’s Medical Expense Reimbursement Plan](#) account.

ARTICLE 16- VACATIONS

- A. Vacation for Assistant Fire Chiefs will be in accordance with [City Policy 13-Leave, Subsection 4.2 Vacation](#). It is understood that if the City proposes changes to this guideline, that these changes will be negotiated as they pertain to Assistant Fire Chiefs.
 1. Except as noted below, no more than three hundred and thirty-six (336) hours may be cashed out at the time of retirement or separation.
 2. Members shall be allowed to cash back more than the stated amounts if circumstances such as vacation request denials prevented them from taking sufficient vacation to hold down their accumulation levels.
 3. Vacation cash out, upon separation, may be transferred to the City’s 457 Deferred Compensation Plan consistent with IRS regulations
 4. Pursuant to the [City of Olympia Policy 17, Personnel Actions, Section 4.14 Separation Pay](#), probationary employees are not eligible for vacation leave cash out upon separating from the City.

ARTICLE 17- PAID HOLIDAYS

- A. The following holidays are recognized and observed by the City as paid holidays for regular full-time employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- B. In addition to the above specified holidays, a member may designate one (1) non-cumulative personal holiday in each calendar year, provided that the member has been continuously employed or is scheduled to be continuously employed by the Fire Department for at least six (6) months.
- C. Assistant Fire Chiefs shall have the holiday off and receive their regular compensation for each holiday. In the event that any holiday established by Paragraph A falls on a scheduled day off, the closest regularly scheduled workday shall be given as a holiday in lieu of the normal holiday.

ARTICLE 18- WELLNESS

- A. The City and membership agree to accept the IAFF Wellness Initiative Program. Aspects of the Wellness Program include:
1. The City will purchase and maintain physical fitness equipment needed to comply with the Wellness Initiative. A QSD process will be used annually to evaluate equipment needs and maintenance.
 2. The Union and the City agree to jointly implement a mandatory physical performance testing and fitness program, as contained in the Fire Department's Operations Manual.
 3. The City will pay for the one-time cost of the IAFF Quitting Your Way Program/Tobacco Cessation.
 4. The Union agrees that all members will comply with the amended provisions of the [City's Policy 5 Drug and Alcohol](#).
 5. The Union and City agree to jointly implement a mandatory annual audiogram for members per [WAC 296-817-40015](#).
 6. A monthly deduction of two dollars and sixty-eight cents (\$2.68) will be made from each employee's second (2nd) bi-weekly paycheck. The Employer will contribute three thousand (\$3,000) dollars annually to the equipment repair fund. These funds will be held by the City for use as allowed under the guidelines set forth by the Union.

ARTICLE 19- SEVERABILITY CLAUSE

Should any provision in this Agreement or the applications of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Should a catastrophe occur which would prompt the City Council to declare a "State of Emergency", the City and the Union jointly agree to meet and confer as to how to address these issues.

ARTICLE 20 – ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied or oral statements shall add to or supersede any of its provisions.

ARTICLE 21- TERM

This Agreement shall become effective upon the date signed and dated by authorized representative of both parties and shall remain in full force and effect until December 31, 2022.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 3rd DAY OF 2020.

FOR THE CITY OF OLYMPIA

FOR LOCAL #468, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

Jay Burney, Interim City Manager

Steven Busz, President

IAFF, LOCAL #468
ECONOMIC AGREEMENTS SUMMARY
December 17, 2019

The City and the Union are currently negotiating the labor contract for the period January 1, 2020 – December 31, 2022. The following summarizes the proposed agreement:

ITEM	AGREEMENT	ESTIMATED ANNUAL COST INCREASE
COLA on base salary	2020: 0.95%	\$83,297
	2021: 1.0% Min/4.0% Max Tied to CPI-U; 0.5% Increase in pay over and above CPI increase (Est. based upon 2.5%).	\$221,285
	2022: 1.0% Min/4.0% Max Tied to CPI-U; 0.5% Increase in pay over and above CPI increase (Est. based upon 2.5%).	\$226,817
Payroll Tax on Increases	2020:	\$2,781
	2021:	\$3,718
	2022:	\$3,781
Longevity	2020:	\$42,478
	2021:	\$31,026
	2022:	\$29,690
Education Incentive	2020:	\$66,006
	2021:	\$4,134
	2022:	\$4,237
Benefits	2020:	\$10,605
	2021:	\$14,181
	2022:	\$14,419
MERP	No Change	\$0
VEBA	No Change	\$0
Deferred Comp	No Change	\$0
2020	TOTAL: As a percentage of annual payroll:	\$205,167 2.06%
2021	TOTAL: As a percentage of annual payroll:	\$274,344 2.69%
2022	TOTAL: As a percentage of annual payroll:	\$278,944 2.66%

*These calculations are based upon 86 employees.

*COLA on base salary increase between 2020 and 2021; 2020 is 0.95% and 2021 is 2.5%.

*Longevity and Education Incentive between 2019 and new contract in 2020; under new contract Longevity had an addition of 19 employees and Education Incentive had an addition of 20 employees.

**IAFF, LOCAL #468 – ASST. CHIEFS
ECONOMIC AGREEMENTS SUMMARY
December 17, 2019**

The City and the Union are currently negotiating the labor contract for the period January 1, 2020– December 31, 2022. The following summarizes the proposed agreement:

ITEM	AGREEMENT	ESTIMATED ANNUAL COST INCREASE
COLA on base salary	2020: 0.95% 2021: 1.0% Min/4.0% Max Tied to CPI-U; 0.5% Increase in pay over and above CPI increase (Est. based upon 2.5%). 2022: 1.0% Min/4.0% Max Tied to CPI-U; 0.5% Increase in pay over and above CPI increase (Est. based upon 2.5%).	\$2,635 \$7,001 \$7,176
Payroll Tax on Increases	2020: 2021: 2022:	\$386 \$110 \$113
Longevity	2020: 2021: 2022:	\$15,471 \$387 \$396
Education Incentive	2020: 2021: 2022:	\$8,539 \$213 \$219
Benefits	2020: 2021: 2022:	\$1,474 \$420 \$431
MERP	No Change	\$0
VEBA	No Change	\$0
Deferred Comp	No Change	\$0
2020	TOTAL: As a percentage of annual payroll:	\$28,505 8.76%
2021	TOTAL: As a percentage of annual payroll:	\$8,131 2.44%
2022	TOTAL: As a percentage of annual payroll:	\$8,335 2.44%

*These calculations are based upon 2 employees.

*COLA on base salary increase between 2020 and 2021; 2020 is 0.95% and 2021 is 2.5%.

*Longevity and Education Incentive between 2019 and new contract in 2020; under new contract Longevity had an addition of 2 employees and Education Incentive had an addition of 2 employees.



City Council

Approval of a Resolution Approving a Lease Agreement with Senior Services for South Sound

Agenda Date: 1/21/2020
Agenda Item Number: 4.J
File Number:20-0067

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

Title

Approval of a Resolution Approving a Lease Agreement with Senior Services for South Sound

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution authorizing the 2020 Olympia Center lease agreement with Senior Services for South Sound and authorizing the Interim City Manager to sign the agreement.

Report

Issue:

Whether to continue the annual lease with Senior Services for South Sound for local and regional space at The Olympia Center

Staff Contact:

Scott River, Director of Recreation and Facilities, Parks, Arts & Recreation, 360.753.8506

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Senior Services for South Sound has leased space at the Olympia Center since the building opened in 1987. This lease is consistent with agreements from previous years. Senior Services for South Sound has reviewed and approved the contract.

Senior Services for South Sound coordinates regional services for seniors in Thurston and Mason Counties. Their lease at the Olympia Center includes regional office space, as well as programming and office space necessary for the local operations of the Olympia Senior Center.

Lease Terms:

- Length: Calendar year 2020.
- Space: Office, lobby, reception, kitchen, storage and workspace at the Olympia Center.
- Lease Payment: \$7,478.86 per quarter, plus an additional charge for extra hours of program/special event space use above the hours detailed in the agreement.
- Utilities: City provides all utilities except telephones.
- Janitorial Service: Olympia provides janitorial and facility maintenance services; except that the Senior Services is responsible for any repairs or alterations that they cause, except for ordinary wear and tear.

Neighborhood/Community Interests (if known):

None known

Options:

1. Approve the resolution as written
2. Request language modifications to the resolution
3. Do not approve the resolution as written and provide staff with alternate direction

Options 2 and 3 would require additional staff time to reconstruct and/or renegotiate terms of the agreement.

Financial Impact:

This lease meets the projected revenue anticipated in the approved operating budget for 2020.

Attachments:

Resolution
Lease 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 SENIOR SERVICES FOR SOUTH SOUND FOR A PORTION OF THE OLYMPIA CENTER LOCATED AT 222 COLUMBIA STREET NW, IN OLYMPIA, WASHINGTON.

WHEREAS, Senior Services for South Sound (Senior Services) coordinates regional services for seniors in Thurston and Mason counties; and

WHEREAS, since 1987, Senior Services has leased space at The Olympia Center for its regional office, as well as for programming and office space necessary for the local operation of the Olympia Senior Center; and

WHEREAS, City staff have negotiated a Lease Agreement with Senior Services for the calendar year 2020 consistent with agreements from previous years; and

WHEREAS, the 2020 quarterly lease payments is \$7,478.86, for an annual total of \$29,915.44;

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

1. The Olympia City Council hereby agrees to and approves the terms and conditions of the proposed 2020 Lease Agreement with Senior Services for South Sound for a portion of The Olympia Center.
2. The Interim City Manager is directed and authorized to execute the Lease Agreement with Senior Services for South Sound. The Interim City Manager is also authorized to modify any terms consistent with the intent expressed by the Olympia City Council in this Resolution, and to correct any scrivener's errors in said Lease Agreement, as may be required.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of January, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



THIS LEASE AGREEMENT is made and entered into between the City of Olympia, herein referred to as "OLYMPIA" and SENIOR SERVICES FOR SOUTH SOUND, a Washington nonprofit corporation, herein referred to as "USER."

OLYMPIA and USER agree as follows:

1. Premises. In consideration of the covenants and agreements set forth in this lease agreement and other good and valuable consideration, OLYMPIA hereby leases to USER a portion of The Olympia Center, herein referred to as the "CENTER," located at 222 Columbia St NW, Olympia, Washington. More specifically, said portions (herein referred to as "the premises") are described generally as follows (and in detail on the attached "Exhibit A," which is hereby incorporated by reference as though fully set forth herein):

- a.) OLYMPIA agrees to grant USER exclusive use of the following areas:

Dedicated Space

Office, reception, storage, and work space for Senior Services for South Sound, Supportive Services, Health and Hygiene, and Senior Nutrition Program, and the Senior Boutique.

In 2015, the Service to At Risk Seniors Program (STARS) was eliminated due to funding shortages. This space has been converted to a Health and Hygiene program with the understanding that should the STARS program be reinstated, the Health and Hygiene room would be converted back to STARS. Primary programming purposes for the Health and Hygiene Room will be: health consultations, medical checks, therapeutic programs for individuals, inclusion programming for seniors with developmental disabilities and dementia, personal hygiene procedures, and consultations. Use not consistent with these purposes is permitted on a limited basis but should not be used in a manner that avoids hour limits for use of space. All use must be sponsored and insured by Senior Services for South Sound.

Lobby Space

The South Lobby is for the exclusive use of USER during all building hours as established by OLYMPIA.

USER is responsible for providing access to their staff and any third party individuals or organizations and provide appropriate supervision during the use. USER will not provide CENTER keys or access codes to volunteers without written agreement by OLYMPIA. OLYMPIA is not responsible for providing access to any exclusive use areas for third party individuals or organizations.



- b.) OLYMPIA grants USER nonexclusive use of the following areas based upon the agreed upon hours of use by USER. Costs associated with this use are provided for in USER's rent obligation.

Additional use beyond these hours will be charged 200% of the senior rate once hours have been exceeded for each space type.

Programming Space (Nonexclusive)

Various program spaces as agreed to between OLYMPIA and USER. The breakdown of program space is:

- Class/meeting rooms – 2250 hours
- Multi-Purpose room “A” – 1190 hours
- Gymnasium – 450 hours
- Special Events – 120 hours in various rooms.

All “early open” (before 8am) or “late close” (after 10pm) hours will be charged to USER using the standard hourly rate for those hours. USER will communicate anticipated extra hours in advance to allow OLYMPIA to appropriately schedule staff when necessary. Thirty (30) days advance notice is preferable, but not required.

Kitchen Space (Nonexclusive)

The Main Kitchen will be managed cooperatively by OLYMPIA and USER.

Responsibilities will be as follows:

OLYMPIA

- All scheduling of facility
- Coffee service scheduling and fee collection
- Equipment repair and replacement
- Supervision of community use, except Senior Services

USER

- Provide coffee service as scheduled
- Daily cleaning and general upkeep
- Maintain inventory of utensils, plates, cups, mugs, and other specific items as necessary
- Training for community users (Senior Services staff can establish a schedule for training that does not conflict with nutrition operations)

At the end of the regular nutrition program (2pm, Mon-Fri), all appliances and dishes (i.e. coffee cups) will be clean and ready for community use. Any hours, including but not limited to stocking, appliance use, cleaning, or prep work requiring extra time shall be booked through OLYMPIA to avoid conflicts with community users. USER hours scheduled for purposes not related to the daily nutrition program but supporting on-site Senior Services for South Sound



sponsored events will be charged 200% of the senior rate identified on Exhibit "A". USER hours for the specific purpose of catering private events will be charged the standard rate charged for regular customers of The Olympia Center.

In 2010, USER accepted donation of a new walk-in freezer. In order to accept this donation, space was converted to accommodate the equipment. OLYMPIA agreed to allow USER to modify the mutually agreed upon space on the condition that when USER vacates the premises, the freezer will be removed and USER will convert such space back to its original purpose (sink and prep space). USER is obligated to remove the freezer and convert the space back to its original purpose if and when it vacates the premises.

- c.) USER is authorized to permit third party individuals and organizations access to exclusive use areas provided that the primary purpose of the third party is to promote or support senior interests in the Olympia community. During any third party use of Dedicated Space or Lobby Space Areas, USER shall ensure a staff member is on location to assist and supervise use by any third party users. Exceptions to this requirement may be made with written approval from OLYMPIA. Use of programming space by a group under the co-sponsorship of USER that generates money or requires admission will be charged 400% of the senior rate.
 - d.) Any change in use as described in "Exhibit A" during the term of this lease agreement must be requested in writing by USER and approved in writing by OLYMPIA prior to the execution of any changes.
2. Term of Lease. This lease agreement commences January 1, 2020, and terminates on December 31, 2020.
 3. Rent. USER agrees to pay OLYMPIA a total of \$7,478.86 per quarter, as rental payment hereunder, for an annual total of \$29,915.44. One quarter of said annual total is due and payable within 30 days of the end of each quarter during the term of said lease agreement. USER shall make payment payable to the City of Olympia and provided to the City's Accounts Receivable office.
 4. Annual Report. USER shall provide OLYMPIA with a written annual report summarizing participation, activity, and the financial status of the organization. USER shall submit this report by June 15 following each calendar year.
 5. Utilities. OLYMPIA shall pay the cost of all utilities, except telephone service. The cost of purchasing or leasing telephones and/or installing and maintaining same is the responsibility of USER.



6. Maintenance and Repair. OLYMPIA shall provide janitorial services, to include vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning on a schedule to be determined by OLYMPIA. OLYMPIA shall also provide maintenance services to include replacement of light bulbs, painting, interior repair, and toilet articles. USER is responsible for all repairs necessary due to the negligence of USER or USER's agents, invitees, or employees.
7. USER's Repairs and Alterations. USER shall keep the premises clean and in a sanitary condition, shall repair and/or pay to repair any and all damage to the premises caused by USER, and upon surrendering possession, shall leave the premises in good condition, except for ordinary wear and tear. USER shall not make any alterations, additions, or improvements to the premises without prior written consent of OLYMPIA. USER shall not commit any waste of or damage to the premises.
8. Damage by Casualty. In the event the premises are destroyed or damaged by fire or other casualty so that the premises are unfit for use or occupancy, then OLYMPIA shall, within fifteen (15) days after said casualty, notify USER whether or not OLYMPIA elects to rebuild the premise and lease it in the same manner. If OLYMPIA elects not to rebuild the premises, then this lease terminates and all rents will be adjusted as of the date of OLYMPIA's decision. If OLYMPIA elects to rebuild the premises, then the rent is suspended for such period as USER is not in possession and until the premises can be made fit for USER's occupancy. OLYMPIA and USER 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. USER 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 USER's use of the premises, or from the conduct of USER's business, or from any activity, work, or thing done, permitted, or suffered by USER in or about the premises, except only such injury or damage as is occasioned by the sole negligence of OLYMPIA. It is further specifically and expressly understood that the indemnification provided herein constitutes USER's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by USER and OLYMPIA. The provisions of this section survive the expiration or termination of this lease agreement.

10. Insurance Requirements

A. Insurance Term



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

B. No Limitation

USER's maintenance of insurance as required by this lease agreement may not be construed to limit the liability of USER 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

USER shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance must be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and must cover premises and contractual liability. OLYMPIA must be named as additional insured on USER'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 must be written on an all risk basis.

D. Minimum Amounts of Insurance

USER shall maintain the following insurance limits:

1. Commercial General Liability insurance must be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance must be written covering the full value of USER's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions

USER's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they are primary insurance as respect OLYMPIA. Any insurance, self-insurance, or self-insured pool coverage maintained by OLYMPIA is excess of USER's insurance and does not contribute with it.

F. Acceptability of Insurers

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



G. Verification of Coverage

USER 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 USER.

H. Waiver of Subrogation

USER 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 applies only to the extent that such claim, loss, or liability is covered by insurance.

I. OLYMPIA's Property Insurance

OLYMPIA maintains property insurance covering the CENTER for its full replacement value.

J. Notice of Cancellation

USER shall provide OLYMPIA with written notice of any policy cancellation within two business days of USER's receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of USER to maintain the insurance as required is a material breach of lease, upon which OLYMPIA may, after giving five business days' notice to USER to correct the breach, terminate this lease agreement 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.

L. Full Availability of USER Limits

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

M. Alcohol Sale or Consumption in the Premises.

If alcohol is either sold or consumed on the premises, USER shall obtain Liquor Liability insurance in the amount of \$1,000,000 each occurrence. OLYMPIA must 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 premises with the prior written approval of OLYMPIA. USER shall follow all state laws relevant to the type of alcohol sale or consumption conducted at the Center including, but not limited to, Banquet Permits and Special Occasions Licenses.

11. Publicity. USER shall provide OLYMPIA, specifically the CENTER Manager, with any and all publicity information affecting the CENTER.
12. Termination. This lease agreement may be terminated in its entirety, or a portion of occupied space may be terminated, at any time by either party by thirty (30) days' notice to the other party of such termination.
13. Assignment and Subletting. USER may not assign this lease agreement nor sublet the premises without the consent of OLYMPIA. USER shall pay all rent, maintenance, and repair costs and all other expenses and costs contained in this lease agreement. The collection of any and all assigned or sublet costs as agreed to between parties will be the sole responsibility of USER.
14. Furniture. USER shall provide, at its own expense, all furniture necessary for its possession and use in the leased office area of the CENTER. Furthermore, USER shall be responsible to reasonably maintain said furniture and replace same, if necessary, to maintain decor consistent with that of the remainder of the CENTER.
15. Rules. USER shall comply with all laws, statutes, rules, regulations, ordinances, resolutions, and policies 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. Hours and Days of Operation. USER is entitled to use and possession of the premises during normal hours in which the CENTER is open to the public. To maintain a safe and secure facility for staff and assets, OLYMPIA may close the CENTER under the following conditions and in this order:

1. After 5:00pm on regular business days, or any time on Saturdays.
2. Whenever no building rentals, recreation programs, or senior programs are scheduled.

The Senior Lobby and Health & Hygiene Room use are not considered as "programming" after 5pm on weekdays or on Saturdays. Accommodations for the Senior Lobby and Health and Hygiene Room may be considered on a case by case basis at the request of USER, and allowed at the discretion of OLYMPIA. Meeting or programming use of the Senior Lobby and Health and Hygiene Room by USER after 5pm on weekdays and all day Saturday will be scheduled with OLYMPIA through the established procedures for room use scheduling.



17. Default. If USER abandons or vacates the premises before the end of the term, or if any rent is due and unpaid, or if default is made of any of the covenants and agreements to be performed by USER as set forth in this lease agreement, then OLYMPIA may, at its option, enter upon the premises and re-let the same for such rent and upon such terms as OLYMPIA may see fit, and if the full rental under this lease agreement is not realized by OLYMPIA over and above any expenses to OLYMPIA to such re-letting, USER shall pay all deficiency promptly upon demand, or OLYMPIA may declare this lease agreement terminated and forfeited and take possession of the premises. USER shall 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, USER shall make all financial information, including revenues and expenses, available to OLYMPIA. USER shall likewise make financial reserves available to Olympia. USER shall identify to OLYMPIA any terms, conditions, or restrictions attached to operating or reserve funds. USER shall itemize financial information to show the revenues, expenses, and cash reserves of each component program of USER.
19. Equipment Failure. OLYMPIA is not 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. USER is responsible for securing all non-public areas of the premises under this lease agreement upon completion of use. OLYMPIA is not responsible for any loss sustained by USER as a result of failure to properly secure facilities. Additionally, USER 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 USER's failure to secure and protect the leased premises.
21. Notices. All notices required or given under this agreement must be given to the following persons:

LESSOR: City of Olympia
Contact Person: Scott River, Director of Recreation and Facilities
Address: The Olympia Center
222 Columbia St NW
Olympia, Washington 98501
Telephone: (360) 753-8380

LESSEE: Senior Services for South Sound
Contact Person: Eileen McKenzie-Sullivan
Address: 222 Columbia St NW
Olympia, Washington 98501
Telephone: (360) 586-6181



22. Entire Agreement. This document 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 lease 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 agreement may 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.
23. Interpretation/Venue. The rights and obligations of the parties and all interpretations and performance of this agreement are governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and may not be used in any way to construe the terms of this contract. Venue for any lawsuit related to this lease is agreement is proper only in Thurston County, Washington, state superior court.
24. Ratification. Any act consistent with the terms of this lease agreement but prior to its final execution is hereby ratified and affirmed.

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

** SIGNATURES ON FOLLOWING PAGE **



**Senior Services for South Sound Lease
The Olympia Center
"Exhibit A"**

	Square Footage		O&M Rate	Lease Total	Subsidy Total
Dedicated Space					
Administrative (Regional)					
SHIBA (1st floor)	140		\$ 18.23	\$ 2,552.20	
Travel Office (1st floor in lobby)	60		\$ 18.23	\$ 1,093.80	
Reception/Regional Nutrition (former Volunteer Center)	453		\$ 18.23	\$ 8,258.19	
Care Connection (2nd floor/former Volunteer Center)	140		\$ 18.23	\$ 2,552.20	
Conference Room (2nd floor)	140		\$ 18.23	\$ 2,552.20	
Development Office (2nd floor)	140		\$ 18.23	\$ 2,552.20	
Finance Office (2nd floor)	140		\$ 18.23	\$ 2,552.20	
General Admin. (2nd floor)	428		\$ 18.23	\$ 7,802.44	
Administrative Offices SubTotal	1641			\$ 29,915.44	
Direct Service (Olympia)*					
Activities Office (1st floor)	160		\$ 18.23		\$ 2,916.80
Boutique (2nd floor)	811		\$ 18.23		\$ 14,784.53
Nutrition Office (1st floor)	147		\$ 18.23		\$ 2,679.81
Health & Hygiene Room & Office (1st floor)	703		\$ 18.23		\$ 12,815.69
Reception; includes Inclusion Office (1st floor)	625		\$ 18.23		\$ 11,393.75
Senior Lobby** (1st floor)	3425		\$ 18.23		\$ 62,437.75
Social Services office (1st floor)	100		\$ 18.23		\$ 1,823.00
Trips Office (2nd floor)	238		\$ 18.23		\$ 4,338.74
Direct Service Office Space SubTotal	6209				\$ 113,190.07
Programming Space (Olympia)					
	Allocated Hours	200% Rate	Senior Rate		
Class/Meeting Rooms	2250	\$ 4.38	\$ 2.19		\$ 4,927.50
Gymnasium	450	\$ 7.00	\$ 3.50		\$ 1,575.00
Main Kitchen***	1237	\$ 8.25	\$ 4.13		\$ 5,108.81
Multi Purpose Room A****	1190	\$ 17.50	\$ 8.75		\$ 10,412.50
Special Events "MPABC"	57	\$ 26.25	\$ 13.13		\$ 748.41
Special Events "Meeting Rooms"	63	\$ 4.38	\$ 2.19		\$ 137.97
Programming Space SubTotal					\$ 22,910.19
Total Lease				\$ 29,915.44	
Total Subsidy					\$ 136,100.26

* All "Direct Service" space is intended for the primary benefit of senior citizens residing in Olympia and is considered primary operation space for the "Olympia Senior Center".

**The Senior Lobby is an exclusive use space for the senior program on weekdays before 5pm. The space may also be available for Recreation and Community use, after 5:00pm on weekdays and on Saturdays, as mutually determined by Senior Services for South Sound and Olympia Parks, Arts and Recreation.

***The Main Kitchen hours are not included in allocated space based on Senior Services responsibility with management of that space. See contract for details.

****MultiPurpose Room "A" includes daily lunch from 11am to 2pm, Wednesday dances from 2pm to 4pm, and AM Lifetime fitness from 9am-10am.



City Council

Approval of 2020 Council Meeting Calendar and Intergovernmental and Committee Assignments

Agenda Date: 1/21/2020
Agenda Item Number: 4.K
File Number:20-0070

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

Title

Approval of 2020 Council Meeting Calendar and Intergovernmental and Committee Assignments

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the 2020 Council Meeting Calendar and Intergovernmental and Committee assignments.

Report

Issue:

Consider the 2020 Council Meeting Calendar and Intergovernmental and Committee assignments.

Staff Contact:

Susan Grisham, Executive Assistant, 360.753.8244

Presenter(s):

Consent Item

Background and Analysis:

At its 2020 Annual Retreat, Councilmembers reviewed and updated the 2020 Council Meeting Calendar and the Intergovernmental and Committee assignments, which are attached for approval.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Move to approve the 2020 Council Meeting Calendar and Intergovernmental and Committee assignments.
2. Amend the Council Calendar or Intergovernmental and Committee Assignments and move to approve as amended.

Financial Impact:

None.

Attachments:

2020 Calendar

Assignments

January 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Holiday	No Council Meeting (5 th Tuesday)	Council Vacation Week	Council Retreat	Special Meeting
---------	--	-----------------------	-----------------	-----------------

Important Dates			
Jan 10-11	Council Retreat	November 3	General Election
June 13	Mid-Year Retreat	December 15	Last Meeting of the Year
August 3	Special Council Meeting (Monday)		
August 4	Primary Election		
November 2	Special Council Meeting (Monday)		

OLYMPIA CITY COUNCIL INTERGOVERNMENTAL AND OTHER ASSIGNMENTS

ASSIGNMENT	Delegate/Alternate	STAFF SUPPORT	MEETING SCHEDULE
Animal Services	Lisa Parshley/Jessica Bateman	Debbie Sullivan	___Monday at 5:00 pm
Capitol Lake Future Process	Cheryl Selby/Jim Cooper	Eric Christensen	To be determined
Communications Board (TCCOM911)	Renata Rollins/Jim Cooper	Aaron Jelcick	1 st Wed. 3:30 pm
Economic Development Council	Mike Reid/Jessica Bateman	Mike Reid	4 th Mon. 3:30 pm
EMSC (Medic 1)	Renata Rollins	Mark John (2 nd Alt)	3 rd Wed. 3:30 pm
Community Investment Regional Partnership/HHSC	Renata Rollins/Jim Cooper	Cary Retlin	Varies monthly
Intercity Transit Authority Board	Clark Gilman/Dani Madrone	Sophie Stimson	1 st & 3 rd Wed. 5:30 pm
JBLM Rep	Tom Jameson		As Needed
Law & Justice Council	Renata Rollins		3 rd Thurs. 4:30 pm
LEOFF I Disability Board	Jim Cooper/Jessica Bateman	Debbi Hufana	2 nd Mon. 5:30 pm
LOTT Board of Directors	Lisa Parshley/Dani Madrone	Rich Hoey	2 nd Wed. 5:30 pm
Olympic Region Clean Air Agency	Jim Cooper/Lisa Parshley	Leonard Bauer	2 nd Wed. 10:00 am
Regional Housing Council	Jim Cooper/Renata Rollins		
Regional Transportation Policy Board (Subcommittee of TRPC)	Dani Madrone/Clark Gilman	Mark Russell	2 nd Wed. 7:00 am
Sea Level Rise Governance Committee	Lisa Parshley/Dani Madrone	Eric Christensen	
Thurston Climate Mitigation	Lisa Parshley/Jim Cooper (Co Representatives)	Rich Hoey	
Thurston County Solid Waste Advisory Committee (SWAC)	Jim Cooper	Gary Franks (2 nd Alt)	2 nd Thurs. 11:30 am
Thurston Regional Planning Council	Clark Gilman/Dani Madrone	Leonard Bauer	1 st Fri. 8:30 am
Thurston Coordinating Council	Dani Madrone/Clark Gilman	Anna Schlecht	3 rd Monday 3 pm
Visitors and Convention Bureau	Mike Reid/Lisa Parshley	Mike Reid	3 rd Tues. 3:30 pm
OTHER COMMITTEES			
Coalition of Neighborhood Assns.	Clark Gilman/Lisa Parshley	Leonard Bauer	2 nd Mon. 6:15 pm
Liaison to The Washington Center	Debbie Sullivan	Mike Reid	3 rd Thurs. 12:00 pm
Lodging Tax Advisory Committee	Cheryl Selby		June, Sept. /Oct.

OLYMPIA CITY COUNCIL INTERGOVERNMENTAL AND OTHER ASSIGNMENTS

ASSIGNMENT	Delegate/Alternate	STAFF SUPPORT	MEETING SCHEDULE
Mayors Forum	Cheryl Selby	Susan Grisham	1 st Fri. 12:00 pm
PBIA Liaison Board	Lisa Parshley/Jessica Bateman	Max DeJarnatt	2 nd Weds. 6:00 pm
ADVISORY BOARD LIAISONS – Councilmembers to attend one or two per year.			
Arts Commission	General Government Committee	Stephanie Johnson	2 nd Thurs. 6:00 pm
Bicycle & Pedestrian	Land Use & Environment Committee	Michelle Swanson	4 th Wed. 6:15 pm (Except Mar Jul, Aug, Dec)
Design Review Board	Land Use & Environment Committee	Catherine McCoy	2 nd & 4 th Thurs. 6:00 pm
Heritage Commission	General Government Committee	Marygrace Goddu	4 th Wed. 6:30 pm (Except Feb, Aug, Dec)
Parks & Recreation	General Government Committee	Laura Keehan	3 rd Thurs. 6:00 pm (Except Feb, Apr, Jul, Nov)
Planning Commission	Land Use & Environment Committee	Cari Hornbein	1 st & 3 rd Monday 6:30 pm
Utility Advisory Committee	Finance Committee	Eric Christensen	1 st Thurs. 5:40 pm (Not July, Aug)
COUNCIL COMMITTEE ASSIGNMENTS			
Finance Committee	Jim Cooper, Lisa Parshley, Cheryl Selby	Debbie Sullivan	3 rd Weds, 5:30 pm
General Government Committee	Renata Rollins, Dani Madrone, Clark Gilman	Kellie Braseth	4 th Weds, 5:00 pm
Land Use and Environment Committee	Clark Gilman, Dani Madrone, Jessica Bateman	Leonard Bauer	3 rd Thurs, 5:30 pm
MAYOR PRO TEM	Jessica Bateman		



City Council

Approval of an Ordinance Related to Alarm Response Fees

Agenda Date: 1/21/2020
Agenda Item Number: 4.L
File Number:20-0031

Type: ordinance **Version:** 1 **Status:** 2d Reading-Consent

Title

Approval of an Ordinance Related to Alarm Response Fees

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance related to Alarm Response Fees.

Report

Issue:

Whether to approve an ordinance related to Alarm Response Fees.

Staff Contact:

Chandra Brady, Support Administrator, Police, 360.753.8214

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In 2018, the Olympia Police Department (OPD) worked with City staff in Financial Services to evaluate the services provided by our current vendor for alarm services. The City pays \$3,760 a month for our vendor to provide monitoring and billing services when OPD responds to false home alarms in the community. City staff have been dealing with a large number of errors by the current vendor, and Olympia citizens report difficulty in getting through for customer service when they have questions. The current contract needs to be re-negotiated and OPD would like to consider alternate vendors.

In 2019, OPD worked with legal to update the current City ordinance, and the ordinance requires the fees to be listed in code. This updates the OPD fee schedule to include alarm fees but does not change or increase any of the fees. This satisfies the requirement that allows the Department to move forward with a false alarm vendor contract.

Neighborhood/Community Interests (if known):

Olympia citizens deserve top quality customer service and should not have to take time to address errors in false alarm billing.

Options:

1. Approve the ordinance related to alarm response fees - Department can negotiate a contract with a vendor for false alarms.
2. Modify the ordinance related to alarm response fees - Continue operating as-is until modification can be done and item can be returned to council for decision.
3. Do not approve the ordinance - Continue working with current vendor, out of compliance with code requiring alarm fees be published, and absorb staffing impacts of current vendor's errors.

Financial Impact:

The Security Alarm Program is included in the OPD 2020 Budget.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO POLICE DEPARTMENT FEES AND AMENDING CHAPTER 4.02 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, the City Olympia has a security alarm program, which the Olympia Police Department administers; and

WHEREAS, the Police Department desires to update its fees;

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

Section 1. Amendment of OMC 4.02. Olympia Municipal Code Chapter 4.02 is hereby amended to read as follows:

Chapter 4.02
POLICE DEPARTMENT FEES

4.02.000 Chapter Contents

Sections:

4.02.010 Police Department Fees.

4.02.010 Police department fees

A. Charges for providing and processing criminal history records to agencies and persons other than criminal justice agencies shall be established at the cost of copying the information with a minimum charge of \$5.00.

B. The charge for providing fingerprinting services shall be \$15.00 for a two-card set. The Chief of Police is authorized to enter into master contracts with other political subdivisions for providing fingerprinting services. Master contracts shall be at the estimated cost of providing the service.

~~C. Fees for public use of the City of Olympia Firing Range shall be \$5.00 per session; \$10.00 for three sessions if purchased at the same time; and \$1.00 for five targets.~~

~~D.~~ A \$10.00 fee shall be charged for each criminal history background request processed by the Olympia Police Department. Exception: Per RCW 10.97, no charges shall be assessed to registered criminal justice agencies.

D. Fees relating to security alarms are as follows:

<u>Registration Fees</u>	
Residential	\$25.00
Commercial Government	\$35.00
<u>False Alarm Fees</u>	
Burglary/Property	\$60.00
Robbery/Panic	\$200.00

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Olympia Municipal Code 10.16 and 10.20 Related to Parking

Agenda Date: 1/21/2020
Agenda Item Number: 4.M
File Number:20-0030

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Amending Olympia Municipal Code 10.16 and 10.20 Related to Parking

Recommended Action

Committee Recommendation:

Land Use and Environment Committee recommends the proposed changes.

City Manager Recommendation:

Move to approve the ordinance amending Olympia Municipal Code 10.16 and 10.20 related to parking on first reading and forward to second reading.

Report

Issue:

Whether to approve proposed parking ordinance changes on first reading and forward to second reading.

Staff Contact:

Max DeJarnatt, Parking Program Analyst, Community Planning & Development, 360.570.3723

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In August 2018, the Land Use and Environment Committee forwarded recommended updates to Olympia's Municipal Code Title 10 to City Council for consideration. This ordinance update was paused pending the development of a South Capitol parking strategy. Additional proposed changes, including the removal of the South Capitol Neighborhood from the Downtown Parking Strategy, were reviewed with the Land Use and Environment Committee last May. Staff also reported proposed parking citation rate increases to City Council on September 24.

Throughout 2019, staff met with the South Capital Neighborhood to develop a specific strategy that addresses the residential parking program and other issues in their neighborhood. Changes specifically related to the South Capitol will be reviewed with the Land Use Committee prior to City

Council and are not included in this round of updates.

A summary of all changes and rate increases is provided in the attachment.

Neighborhood/Community Interests (if known):

A 2015 survey of downtown businesses revealed that parking is a top concern for businesses and customers. An overview of pertinent updates was provided to the Parking and Business Improvement Area; Olympia Downtown Alliance; and local organizations serving adults with disabilities (ADA parking interests), including Morningside Services, Community Resources, and Center for Independence.

Options:

1. Approve the ordinance as recommended by the Land Use and Environment committee on first reading and forward to second reading.
2. Alter the proposed OMC updates.
3. Do not approve the proposed OMC updates at this time, and provide staff guidance.

Financial Impact:

Price increases included in the ordinance update, which are related to the residential parking program and citations, are estimated to increase parking revenues by approximately \$90,000 annually.

Attachments:

Ordinance

Table of proposed ordinance changes and rate increases

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTERS 10.16 AND 10.20 RELATED TO PARKING.

WHEREAS, the Olympia Downtown Strategy (the Downtown Strategy) was adopted in April 2017, and identified public priorities and realistic, impactful actions to move forward the vision of the Olympia Comprehensive Plan and goals for Downtown Olympia, fostering a rich diversity of downtown places and spaces that will attract and support people who live, work, and play in Downtown Olympia; and

WHEREAS, in April 2019, the City of Olympia adopted a Downtown Olympia Parking Strategy for the years 2019-2029 (the Parking Strategy) with the intent of supporting the Downtown Strategy by ensuring citizens have safe, predictable parking; and

WHEREAS, staff has proposed amendments to Olympia Municipal Code Chapters 10.16 and 10.20 (the Parking Code), which support the City's goals, strategies, and implementation timelines for parking in Downtown Olympia; and

WHEREAS, changes to the Parking Code will also enable Community Planning and Development Parking Services staff to more effectively manage downtown parking; and

WHEREAS, this Ordinance is supported by the staff report and accompanying materials concerning the Ordinance, along with documents on file with the City;

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

Section 1. Amendment of OMC 10.16. Olympia Municipal Code Chapter 10.16 is hereby amended to read as follows:

Chapter 10.16
STOPPING, STANDING AND PARKING

10.16.000 Chapter Contents

Sections:

- 10.16.010 Applicability.
- 10.16.020 Parking prohibited at all times on certain streets -- Penalty for violation.
- 10.16.030 Recreational vehicle parking on city streets over 24 hours or between the hours of 3:00 a.m. and 6:00 a.m. prohibited without permit -- Penalty for violation.
- 10.16.050 Parking time limitations -- When applicable.
- 10.16.055 Residential Parking Program Established - Penalty for Violation.
- 10.16.060 Parking adjacent to schools.
- 10.16.070 Free parking ~~areas~~zones.
- 10.16.080 Free parking limits -- Penalty for Violation.
- 10.16.090 Free parking zones -- Sign posting.
- 10.16.100 Overtime parking prohibited in metered areas -- Penalty for Violation.
- 10.16.110 Parking of motorcycles, motor-driven cycles and mopeds within metered parking spaces.

- 10.16.120 Tampering with parking enforcement process is a violation.
- 10.16.130 Parking meters -- Methods of fee payment: coins, prepaid cards, credit/debit cards, and permits.
- 10.16.140 City parking lots -- Regulations.
- 10.16.150 City parking lots and meters -- Fee schedules.
- 10.16.160 City Parking Lots -- Violations--Penalties.
- 10.16.210 Prohibited parking.
- 10.16.220 General parking prohibitions.
- 10.16.230 Limitations to free on-street parking for those with disability placards.
- 10.16.240 Vanpools -- Definition.
- 10.16.250 Vanpool -- Parking limitation exemptions.
- 10.16.260 Vanpools -- Permits.
- 10.16.270 Penalties~~Delinquent Penalties~~.
- 10.16.280 Parking Services scofflaw list.
- 10.16.290 Immobilization.
- 10.16.300 Impoundment.
- 10.16.310 Downtown Carpool Parking Program.
- 10.16.320 Parking unregistered or unlicensed vehicles on ROW or other City property

10.16.010 Applicability

The provisions of this chapter prohibiting the standing or parking of a vehicle shall apply at all times or those times specified in this chapter or as indicated on official signs except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.

10.16.020 Parking prohibited at all times on certain streets -- Penalty for violation

- A. When signs are erected giving notice thereof, no person shall stop, stand or park a vehicle at any time upon streets so posted. Such areas shall be so designated after an engineering analysis is conducted by the City of Olympia and deemed necessary.
- B. Penalties for Violation. Vehicles found in violation of this section, shall incur an infraction of seventy-five and no/100 dollars (\$75.00). A second infraction, after one (1) hour has passed without the vehicle being moved, shall constitute a second restricted parking fine, and a third infraction, after one (1) hour has passed without the vehicle being moved, shall constitute a third restricted parking fine.
- C. A vehicle that has received three (3) consecutive restricted citations and is deemed a hazard to motorists or pedestrians is subject to impound pursuant to OMC 10.16.300.A. 7.

10.16.030 Recreational vehicle parking on city streets over 24 hours or between the hours of 3:00 a.m. and 6:00 a.m. prohibited without permit -- Penalty for violation

- A. No parking of recreational vehicles on city streets over 24 hours or between the hours of 3:00 a.m. and 6:00 a.m. Notwithstanding any other provision of the Olympia Municipal Code (OMC), no recreational vehicle may park on any city street longer than 24 hours or between the hours of 3:00 a.m. and 6:00 a.m. including holidays and weekends, without a City of Olympia Parking Services issued permit affixed to the front window of the recreational vehicle in a place clearly visible from the outside of the vehicle. Parking the vehicle in another location within the city within the 24 hour period on a city street is a violation of this section.

B. Definitions.

1. Recreational Vehicle: For purposes of this chapter, "Recreational Vehicle" (RV) means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. The units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, ~~and motor homes,~~ and conversion vans.

2. Adjacent: For purposes of this chapter, "Adjacent" means in the right-of-way typically used for vehicular parking, on the same side of the street as the residence for which the permit has been issued, in front of or to the side of that residence but within the lot lines of the residence as if the lot lines of the residence extended into the right-of-way.

C. Permit Application and Criteria. To obtain a temporary permit allowing an RV to park in a designated location for up to seven (7) business days within a quarter, the registered owner or operator of the RV must apply to the Parking Services Department of the City of Olympia and meet one of the following criteria for approval:

1. The registered owner or operator of the RV must be a resident with a current physical address within the city of Olympia and the RV must park adjacent to that residence; or
2. The registered owner or operator of the RV must be the visitor of a resident with a current physical address within the city of Olympia and the RV must park adjacent to that residence; or
3. The registered owner or operator of the recreational vehicle is participating as a vendor or sponsor of a Special Event for which a special event permit has been obtained from the City.

D. Validity of Permits. Permits are valid for up to seven (7) business days per vehicle per quarter. Permits are valid only for the dates authorized on the permit and only for the location indicated on the permit. Those who meet the qualifying criteria under (C)(1) or (C)(2) are required to park adjacent to the lot of the sponsoring city of Olympia resident or the permit is invalid. If there is limited or no parking adjacent to the sponsoring resident, Parking Services shall designate an appropriate location nearby and indicate such location on the permit.

E. Penalty for Violation. Penalty for violation is an infraction of seventy-five and no/100 dollars (\$75.00). After three citations for violation of this section, the vehicle may be impounded as provided for in OMC 10.16.300.

10.16.050 Parking time limitations -- When applicable

Except as provided in OMC 10.16.030, parking time limitations on city streets and zones shall apply during the hours of eight (8:00) a.m. to five (5:00) p.m. but shall not apply on Saturdays or Sundays or those public holidays enumerated in RCW 1.16.050.

10.16.055 Residential Parking Program Established – Penalty for violation

A. There are established residential parking zones within the city, which zones shall be described as follows:

1. Zone 1 - South Capitol Neighborhood: Area bounded by Interstate 5 on the south and the east, by and including Sylvester Street on the west, and by and including 14th Avenue on the north except the areas described in Subsection 2 and 3 below, described as the Capitol Campus Area.
2. Zone 2 - Capitol Campus Area: Area bounded by 14th Avenue on the north, Capitol Way on the east to mid-block between 17th Avenue and 18th Avenue, between the southern end of Sylvester Street and Capitol Way to the south.
3. Zone 3 - Capitol Campus Area: Area bounded by mid-block between 17th Avenue and 18th Avenue, south of the partial alley on the east, to and including 20th Avenue on the south, Capitol Way on the east, and Capitol Lake on the west.
4. Zone 4 - East Jefferson Neighborhood: Area bounded by, but not including, Jefferson Street on the west, the Burlington Northern Railroad on the east, by, but not including, Union Avenue on the north, and bounded on the south by the access road to Interstate 5.
5. Zone 5 - Union Avenue Neighborhood: Area bounded by and including 8th Avenue on the north, by and including, 11th Avenue between Capitol Lake and Jefferson Street on the west and on Union Avenue between Jefferson Street and Plum Street on the south, and by Plum Street on the east.
6. Zone 6 - East Plum Street Area: Area bounded by and including Plum Street on the west and by, but not including, Eastside Street on the east, and by and including State Avenue on the north and by and including 8th Avenue on the south.
7. Zone 7 - Downtown Neighborhood: Area bounded by Capitol Lake/Budd Inlet on the west, by and including Market Street on the north, by, but not including, Plum Street on the east, and by, but not including, 8th Avenue on the south.
8. Zone 8 - Marina Residents: Area bounded by and including Market Street on the north, Budd Inlet on the west, by and including "B" Avenue on the south, and by and including Washington Street on the east.

B. There are established criteria to participate in the Residential Parking Program as set forth below:

1. A resident shall be described as any person(s) who establishes that the person(s) resides in the applicable residential parking zone and that the person(s)' residence is adjacent to a timed or meter parking area.
2. Exemption for vehicles shall be valid only for so long as the person named therein remains the registered owner of the vehicle and so long as that person remains a resident of or visitor to the applicable resident parking zone.
3. No vehicle will be registered until such time as all Olympia parking citations issued to the individual applying for residency are paid in full.
4. There will be a fee of ten dollars (\$10.00) per year, per vehicle registered in the program. Fees for residential parking are as set forth in OMC Chapter 4.70.

54. Vehicle limits are set for each zone as follows:

- a. Zones 1, 2, 3 and 4 may register up to a maximum of four (4) vehicles per household (address) regardless of the number of licensed drivers (residents).
- b. Zones 5, 6 and 7 and 8 may register one (1) vehicle per licensed driver (resident), up to a maximum of four per household (address).
- c. The Parking Services Supervisor is authorized to make allowances for special circumstances or hardship cases in regards to vehicle limits for all zones.

65. Any and all citations issued to the applicant must be paid in full before residential program registration may be issued.

C. There are established certain requirements and registration documentation to participate in the Residential Parking Program as set forth below:

A resident of one of the zones established herein may apply to the Community Planning and Development Department, Parking Services, for exemption of up to four (4) qualified vehicles. The following must be met and the required documentation must be provided to qualify for an exemption. If a Homeowner, Resident or Agent does not comply with any of the conditions set forth in the required sworn statements in either subsection C(4)(a) or C(5)(a) below, all residents residing at the applicable address will be removed from the residential parking program until such time that the Parking Services Supervisor determines that the conditions and requirements stated herein have been met.

1. Proof of Residency for Renters: Residency shall be proven for the applicable address by showing the following documents:
 - a. Current official mail (such as a utility bill for the applicable address or bank statement); and
 - b. Either a current residential lease (valid rental agreement) or a notarized statement from the applicable homeowner or landlord verifying that the applicant is residing at the applied for address.
2. Proof of Residency for Homeowners: Residency shall be proven for the applicable address by showing current official mail and vehicle registration with matching applicable address.
3. Vehicle Registration Requirements: Residents shall provide all of the documents listed below:
 - a. Current vehicle registration that is registered to the same address or to the same last name;
 - b. Proof of vehicle insurance; and
 - c. A valid driver's license.
4. Home-based Business Affidavit: All residents in all zones must sign a sworn statement that the following is true and correct:

- a. All home occupation permits and licenses have been obtained and are current for home business occupations occurring at the address for which the parking permit is requested.
- b. The resident applying for the parking permit resides either full or part-time at the address for which they are applying.

5. Off-street Parking Affidavit: All homeowners or agents of residences in Zones 1, 2 and 3 must sign a sworn statement that the following is true and correct:

- a. That any existing on-site parking, at the address for which the parking permit is being requested, is not leased or reserved for any person(s) not residing at said address.

6. The Director of the Community Planning and Development Department has the authority to establish an annual residential permit renewal system.

D. There are established residential program guideline requirements within the City, as follows:

- 1. No boats, trailers, campers, recreational vehicles, or buses will be permitted in the Residential Parking Program.
- 2. No vehicles which exceed the size of a parking stall will be permitted in the Residential Parking Program.
- 3. The registered vehicle must be moved at least once every five (5) days.
 - a. Penalty for Violation. A showing that a vehicle with valid Residential Parking Program registration was found parked in that vehicle's registered residential parking zone without moving for five days shall constitute a prima facie presumption that the vehicle has been parked in violation of this section.
 - b. A first infraction shall constitute overtime parking and shall result in a penalty of ~~fifteen~~ twenty and no/100-dollars (~~\$15.00~~20.00). If a vehicle is found, pursuant to Section 10.16.055.D.3, parked in the same location 24 hours later, this shall constitute a chain parking violation and result in a penalty of ~~thirty~~ forty and no/100-dollars (~~\$30.00~~40.00). After three citations for violation of this section, the vehicle may be impounded as provided for in ~~Section OMC 10.16.300~~.
- 4. Vehicles must be currently registered and operable throughout the course of their residency.
- 5. Residents may thereafter park any vehicle that is registered in the Residential Parking Program in any legal on-street parking space within their zones as described below:
 - a. Zone 1 - South Capitol Neighborhood: 1- and 2-hour parking spaces.
 - b. Zone 2 - Capitol Campus Area: 1-hour parking spaces.
 - c. Zone 3 - Capitol Campus Area: 1- and 2-hour parking spaces.

- d. Zone 4 - East Jefferson Neighborhood: 2-hour parking spaces and 9-hour meters.
- e. Zone 5 - Union Avenue Neighborhood: 2-hour parking spaces and 9-hour meters.
- f. Zone 6 - East Plum Street Area: 90-minute parking spaces and 9-hour meters.
- g. Zone 7 - Downtown Neighborhood: 9-hour meters.
- h. Zone 8 - Marina Residents: 9-hour meters.

6. Failure to comply with these requirements may result in removal from the Residential Parking Program.

E. There are established guidelines for visitor(s) of residents as follows:

1. All residents in Zone 1 who participate in the Residential Parking Program may apply for an exemption for their visitor's vehicle.

a. Visitor exemptions will only be issued for guests of people residing at the household (address). Exemptions shall be valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed ten (10) business days.

b. Visitor exemptions are unlimited.

c. Parking Services must be notified of the resident's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.

2. All residents in Zones 2 and 3 who participate in the Residential Parking Program may apply for an exemption for their visitor's vehicle.

a. Visitor exemptions will only be issued for guests of people residing at the household (address). Exemptions shall be valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed ten (10) business days.

b. Visitor exemptions will be limited to two vehicles per month January 1 through April 30.

c. Visitor exemptions May 1 through December 31 are unlimited.

d. Parking Services must be notified of the resident's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.

3. All residents in Zones 4, 5, 6, 7 and 8 who participate in the Residential Parking Program may apply for an exemption for their visitor's vehicle.

a. Visitor exemptions shall only be issued for guests of people residing at the household (address). Exemptions shall be valid only for so long as the visitor remains a visitor to the applicable resident parking zone, not to exceed ten (10) business days.

~~b. Visitors parking at 9-hour meters after 8:00 a.m. Monday through Friday must pay the meter for that day. Visitors are not eligible for a visitor's exemption until the next business day.~~

eb. Parking Services must be notified of the resident's name and the visitor's vehicle information (including license plate, vehicle make, model, color, and location) for each visitor exemption.

4. The Parking Services Supervisor can authorize an extension on the exemption period on visitor permits for licensed caregivers of disabled residents.

F. There are established enforcement procedures which shall be described as follows:

1. ~~The City Manager~~Director of Community Planning and Development or their designee shall establish methods and procedures to implement the provisions of this section. The methods and procedures shall be designed to provide parking time limit exemptions to residents of the streets named above in an efficient and equitable manner in accordance with all applicable laws.

2. No person shall stop, stand, or park any vehicle on the streets within any of the residential parking zones created by this chapter for a consecutive period of more than one hour, or as indicated for a particular street in ~~Section OMC 10.16.050~~, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except recognized holidays, and except as may be provided for resident and visitor parking set forth by this chapter.

10.16.060 Parking adjacent to schools

A. The City of Olympia is authorized to erect signs indicating no parking upon that side of any street adjacent to any school property when such parking would interfere with traffic or create a hazardous situation.

B. When official signs are erected indicating no parking upon the side of a street adjacent to any school property, no person shall park a vehicle in any such designated place.

10.16.070 Free parking ~~areas~~zones

A. The City Manager is authorized to designate within Olympia two (2) hour, one (1) hour, and 90-minute free parking ~~areas~~zones. Signs shall be erected to designate these ~~areas~~zones.

B. During a single business day, a vehicle may be parked in the free parking ~~areas~~zone for up to the maximum time posted in any one ~~stall~~zone.

C. Fifteen-minute meters may be installed where deemed necessary in the downtown area, to accommodate short-term parking needs of customers. No more than two (2) fifteen-minute meters will be installed on any block face.

10.16.080 Free parking limits -- Penalty for Violation

A. No person shall park any vehicle on streets or within zones designated as timed parking for a consecutive period of more than the indicated limits set forth pursuant to ~~Section OMC 10.16.050~~, or otherwise in this chapter.

B. A showing that a vehicle was found parked in any on-street parking spaces within any one residential parking zone for more than the allotted time, shall constitute a prima facie presumption that the vehicle has been parked in violation of this section. It shall be no defense that the vehicle has been moved from one parking space to another within the parking zone if the vehicle remains in the zone at the end of the applicable time limit.

C. A first infraction shall constitute overtime parking and shall result in a penalty of ~~fifteen-twenty and no/100~~ dollars (~~\$15.00~~20.00). If a vehicle is found, pursuant to ~~Sections~~ OMC 10.16.055 through 10.16.110, parked within the areas designated herein for a second or subsequent consecutive timed period, same shall constitute chain parking and result in a penalty of ~~thirty-forty and no/100~~ dollars (~~\$30.00~~40.00).

D. When a vehicle is found parked within Residential Zone 2 designated pursuant to OMC 10.16.055.A.2 for a second, third or fourth subsequent consecutive timed period, each occurrence shall constitute an additional chain parking violation and shall result in an additional penalty of ~~thirty-forty and no/100~~ dollars (~~\$30.00~~40.00) for each of the second, third or fourth subsequent chain parking violations.

10.16.090 Free parking zones -- Sign posting

Appropriate signs shall be erected in established timed parking zones to reasonably inform the public of parking regulations enacted herein. Neither failure of a person to observe any sign nor the nonexistence of a sign in a particular location shall be a defense to any violation of ~~Sections~~ OMC 10.16.020 through 10.16.110.

10.16.100 Overtime parking prohibited in metered areas -- Penalty for Violation

A. No person shall park a vehicle in any metered space for a consecutive period of time longer than ~~that the limited period of time for which parking is lawfully time permitted in for the that~~ metered zone in which such parking meter is located, irrespective of the number or amounts of the coins deposited or time purchased in such meter.

B. A first infraction of this section shall constitute an expired meter violation if the meter is unpaid, or an overtime violation if the meter is paid, and result in a penalty of ~~fifteen-twenty and no/100~~ dollars (~~\$15.00~~20.00). If the first infraction is an expired meter violation, a second infraction, without the vehicle being moved, shall constitute an overtime parking ~~fine violation and result in a penalty of fifteen-twenty and no/100~~ dollars (~~\$15.00~~20.00), and a third infraction shall constitute a chain parking violation and result in a penalty of ~~thirty-forty and no/100~~ dollars (~~\$30.00~~40.00). If the first infraction is an overtime violation, a second infraction, without the vehicle being moved, shall constitute a chain parking violation, which shall and result in a penalty of ~~thirty-forty and no/100~~ dollars (~~\$30.00~~40.00).

10.16.110 Parking of motorcycles, motor-driven cycles and mopeds within metered parking spaces

A. Notwithstanding any provisions of the Model Traffic Ordinance as ~~A~~adopted in this title or any other provisions of this chapter, more than one (1) motorcycle, as defined in RCW 46.04.332 and/or moped, as defined in RCW 46.04.304, may be parked within a single metered parking space within the city so long as the meter is not allowed to expire and subject to the following additional provisions:

1. That no more than three (3) motorcycles, motor driven cycles and/or mopeds be allowed within a single metered parking space and that same are parked so as not to unreasonably interfere with other such vehicles; and
 2. That the vehicles be parked at an angle with the rear tire touching the curb and in a manner so as not to interfere with traffic; and
 3. That any violation would result in a citation being given to all the vehicles then parked; and
 4. That each vehicle must comply with the relevant time limit established for that parking metered space.
- B. In all other regards, the vehicles must comply with all other appropriate traffic and/or parking regulations.
- C. No vehicles other than motorcycles, motor driven cycles and mopeds shall park in a parking stall designated and signed as motorcycle parking only.
- D. Penalties for violation. Vehicles found in violation of this section shall incur an infraction of forty and no/100 dollars (\$40.00).

10.16.120 Tampering with parking enforcement process is a violation

A. It shall be a violation of this chapter for a person to erase chalk marks placed on tires of vehicles by enforcement officers of the city to enforce the provisions of this chapter or to tamper with any other enforcement process implemented by the officials, with the intent of circumventing that enforcement process or the provisions of this chapter.

B. No unauthorized person shall remove a meter hood that has been installed by a representative of the City of Olympia Parking Services.

C. No person shall move a sign that has been placed by a representative of the City of Olympia Parking Services.

~~BD.~~ The penalty for violation of this section shall be ~~thirty~~ forty and no/100 dollars (~~\$30.00~~40.00).

~~CE.~~ No person other than the ~~City Manager or the Manager's agent~~ Director of Community Planning and Development or their designee shall remove the ~~boot immobilization device~~ described in OMC Section 10.16.290, Immobilization, from any vehicle on which it has been installed.

~~DE.~~ No person shall move any vehicle after it has been ~~booted immobilized~~ but before the ~~boot immobilization device~~ has been removed by the ~~City Manager or the Manager's agent~~ Director of Community Planning and Development or their designee.

~~EG.~~ In any prosecution for violation of this section, upon proof that the defendant owned the vehicle at the time the ~~boot immobilization device~~ was installed and that the ~~boot immobilization device~~ was removed or the vehicle moved before the vehicle was removed from the scofflaw list, it shall be a rebuttable presumption that the accused removed the ~~boot immobilization device~~ or moved the vehicle or aided, abetted, or advised the person who did so.

FH. Making unauthorized photocopies or replicas of parking permits is a violation of this section.

10.16.130 ~~Parking meters~~Device regulated parking – Metered parking -- Methods of fee payment: coins, prepaid cards, credit or debit cards, and permits~~No parking when payment has expired~~

A. No person shall park a vehicle in any parking meter space alongside of and next to which a parking meter has been installed during the restricted and regulated time applicable to the parking meter zone in which such meter is located unless a United States coin or coins of the appropriate denomination as indicated on the parking meter shall have been deposited therein, or shall have been previously deposited or credited therein for an unexpired interval of time, and the meter has been placed in operation. A person may place any parking meter in operation through the use of a valid prepaid fee card or, in the case of credit card capable parking meters a valid credit or debit card, or in the case of nine-hour parking meters, by the purchase of a valid nine-hour parking meter permit issued by the Community Planning and Development Department, Parking Services. No person shall leave their vehicle in a space that requires payment past the time for which their payment has expired.

B. No person shall permit a vehicle within his/her control to be parked in any parking metered space during the restricted and regulated time applicable to the parking meter zone in which such meter is located while the parking meter for such space indicates by signal that the lawful parking time in such space has expired. This provision shall not apply to the act of parking or the necessary time which is required to deposit immediately thereafter acceptable form of payment in such meter.

C. The ~~Supervisor of Community Planning and Development Department, Parking~~ Director of Community Planning and Development or his or her ~~their~~ designee is hereby authorized to sell nine-hour parking meter permits for use ~~only at spaces regulated by~~ in designated nine-hour parking meters ~~spaces~~. The permit fee and its duration shall be set by the ~~City Manager~~ Director of Community Planning and Development or their designee and filed with the ~~City Council~~ Clerk.

DE. Any violation of this section relating to parking meters shall constitute an infraction pursuant to ~~Section OMC 10.24.050~~ and shall result in a penalty of ~~fifteen-twenty and no/100 dollars (\$15.00-20.00)~~.

10.16.140 City parking lots -- Regulations

A. When signs are erected giving notice thereof, no person shall stop, stand or park a vehicle within any city-maintained parking lots for a period of time longer than indicated, contrary to any restrictions or without paying the applicable parking fee established pursuant to ~~Sections OMC 10.16.140 through OMC 10.16.160~~ 150.

B. Senior permit must be displayed and visible in windshield for parking in The Olympia Center on-site lot.

C. City parking lots may only be used for parking, unless an activity is expressly authorized by a City-issued permit, lease, or unless the activity is conducted by the City. A city-issued permit includes but is not limited to a right of way obstruction permit under OMC 12.24.100, a temporary use permit under OMC 18.06.060 ~~(Z)~~ or a festival event permit under OMC 12.72.030.

D. The penalties for violation of this section shall be the penalties as set forth in OMC 12.24.160(B).

10.16.150 City parking lots and meters metered parking -- Fee schedules

~~A. —The City Manager—~~Director of Community Planning and Development or their designee is authorized to establish and post a fee schedule, where applicable, for city owned and/or managed parking lots and for metered parking to implement the above parking regulations by the installation of appropriate signs and/or collection devices. ~~The City Manager—~~Director of Community Planning and Development or their designee shall file the fee schedule,~~and any changes~~ with the ~~City Council~~Clerk.

~~B. — The City Manager—~~Director of Community Planning and Development or their designee is authorized to establish ~~and post fee schedules for parking lots and meters~~metered parking. ~~The City Manager—~~Director of Community Planning and Development or their designee shall file the fee schedules and any changes with the ~~City Council~~Clerk.

10.16.160 City Parking Lots -- Violations -- Penalties

A. Failure to pay fees in hourly/daily municipal lots pursuant to ~~Sections OMC~~ OMC 10.16.140 and 10.16.150 shall constitute a parking infraction and shall result in an overtime penalty of ~~fifteen—twenty and no/100~~ twenty and no/100 dollars (~~\$15.00~~20.00). Stopping, standing, or parking a vehicle for a second or subsequent time period shall result in a chain parking violation and an infraction penalty of ~~thirty—forty and no/100~~ forty and no/100 dollars (~~\$30.00~~40.00) will be issued.

B. It shall be no defense that a vehicle has been moved from one parking space to another within the parking lot if the vehicle remains in the lot at the end of the applicable time limit.

C. Leased Lots. Stopping, standing, or parking a vehicle without a valid permit shall result in an infraction penalty of ~~thirty—forty and no/100~~ forty and no/100 dollars (~~\$30.00~~40.00).

D. Towing of Vehicles from Municipal Lots – Non-Permit Holders. Vehicles without a valid, applicable leased lot permit ~~abandoned—parked~~ in city-owned lots for a period of forty-eight (48) hours shall be towed upon direction of the Director of Community Planning and Development ~~Director or their designee~~.

E. Overnight Camping. Overnight camping in city-owned or city-maintained lots is ~~not permitted~~prohibited.

F. Moving Requirement for Permit Holders. Vehicles with a valid, applicable leased lot permit must move the vehicle every forty-eight (48) hours within the lot or be subject to an infraction penalty of ~~thirty—forty and no/100~~ forty and no/100 dollars (~~\$30.00~~40.00). Not moving a vehicle for a second or subsequent forty-eight (48) hour time period shall result in a chain parking violation and an infraction of ~~thirty—forty and no/100~~ forty and no/100 dollars (~~\$30.00~~40.00). After three citations for violation of this section within a five (5) day period, the vehicle may be impounded as provided for in ~~Section OMC~~ OMC 10.16.300.

10.16.210 Prohibited parking

A. Vehicles must park within pavement markings which indicate parking stalls.

B. In areas that are posted, "BACK IN PARKING ONLY," vehicles must back into the parking stall.

C. Parking- non-city vehicles is prohibited in areas designated and signed for city vehicles only.

~~D. Vehicles found in violation of this section shall incur an infraction of fifteen—twenty and no/100~~ forty and no/100 dollars (~~\$15.00~~20.00).

10.16.220 General parking prohibitions

A. No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or traffic control device, in any of the following places:

1. On a sidewalk or planting strip;
2. In front of a public or private driveway or within five (5) feet of the curb radius leading thereto, except in the parking meter zone or elsewhere where official parking meters, signs or pavement markings designate a parking space nearer a driveway;
3. Within an intersection;
4. Within six hundred (600) feet of any place in the city where a fire is in progress;
5. On a crosswalk;
6. Within thirty (30) feet upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a roadway, except in the parking meter zone or elsewhere where official parking meters, signs, or pavement markings designate a parking space nearer such beacon, sign or signal;
7. Within thirty feet of the nearest rail of a railroad crossing;
8. Within fifty feet of the driveway entrance to any fire or police station or on the side of a street opposite the entrance to any fire station within seventy-five feet of said entrance when proper signs are posted;
9. Within twenty feet of a crosswalk at an intersection except in the parking meter zone or elsewhere where official parking meters, signs or pavement markings designate a parking space nearer a crosswalk;
10. Alongside or opposite any street excavation or obstruction when such stopping, standing, or parking would obstruct traffic;
11. On the roadway side of any vehicle stopped or parked at the edge or curb of a street (double parking);
12. Upon any bridge or other elevated structure upon a highway, or within a highway tunnel or underpass;
13. At any place where official signs prohibit stopping;
14. Within fifteen feet of any fire hydrant;
15. On any street in such manner as to block or interfere with the free use of the street, or any alley or driveway;

- 16. Within thirty feet of a posted bus stop sign;
- 17. In any marked or designated bus zone; ~~and~~
- 18. Along one side of a street or highway in a direction opposite to the traffic flow (facing the wrong direction);
- 19. Alongside yellow curb or yellow stripe;
- 20. Within or blocking any alley; or
- 21. In a parking meter space that has been reserve hooded for construction or other special circumstances.

~~B. Penalties for Violation. Vehicles found in violation of this section, except subsection A14 of this section, shall incur an infraction of seventy-five and no/100 dollars (\$75.00). A second infraction, without the vehicle being moved for a period of one (1) hour, shall constitute a second restricted parking fine-penalty of seventy-five and no/100 dollars (\$75.00), and a third infraction, without the vehicle being moved for a period of one (1) hour, shall constitute a third restricted parking fine-penalty of seventy-five and no/100 dollars (\$75.00).~~

C. Pursuant to OMC 10.16.300 Section A. 7, a vehicle that has received three (3) consecutive citations and has been deemed a hazard to motorists or pedestrians shall be impounded.

D. Pursuant to OMC 10.16.300 Section A. 8, a vehicle that has occupied a parking space for twenty-four (24) hours after the meter has been hooded or the space has been barricaded shall be impounded.

10.16.230 – Limitations to free on-street Parking for those with disability placards

A. Those vehicles displaying a special parking placard or special license plate issued for disabled parking pursuant to Chapter 46.19 RCW may park free in any non-reserved, on street pay parking space for a maximum of four hours, where the four hour time limit is posted.

B. The time limit shall not apply to on street parking signed with the symbol designating that space for disabled parking only.

C. Penalty for this violation shall be covered under OMC 10.16.080.C and OMC 10.16.100.B.

10.16.240 Vanpools -- Definition

For purposes of Sections OMC 10.16.240 through 10.16.260, the term "vanpool" shall mean a ride-sharing vehicle as defined in RCW 46.74.010, to wit: A passenger motor vehicle with a seating capacity not exceeding fifteen persons including the driver while being used for commuter ride sharing or for ride-sharing for the elderly and the handicapped. Definitions of other terms set forth in RCW Chapter 46.74 are also incorporated in this section by reference as though fully set forth.

10.16.250 Vanpool -- Parking limitation exemptions

With a proper permit issued pursuant to this chapter, vanpools, while being used in the manner described in RCW 46.74, shall be exempt from the following:

- A. Payment at any nine hour parking meter located in the downtown area;
- B. Compliance with parking time limitations established in residential areas.

10.16.260 Vanpools -- Permits

The ~~City Manager~~ Director of Community Planning and Development or their designee is instructed to establish rules and regulations for the issuance of parking exemption permits for vanpools operating in accord with RCW 46.74 and this chapter. ~~Said Parking exemption~~ rules may include time limitations for ~~said permits and a fee therefore.~~

10.16.270 ~~Penalties~~ Delinquent Penalties

Any penalty imposed for a violation of any section in this chapter (including any sections of State law adopted by reference) that remains unpaid to the Olympia Municipal Court or a payment schedule therefore is not arranged through the Olympia Municipal Court within ~~thirty-five (3015)~~ days of being assessed are subject to increase and/or additional penalties as follows:

- A. The penalty for failure to respond to a notice of traffic infraction related to parking shall be the amount of the infraction automatically increased by 100%, not to exceed a maximum of twenty-five and No/100 dollars (\$25.00);
- B. If the penalty imposed for a violation of any section of this chapter, as increased, is not paid within sixty days of the date it was imposed:
 - 1. The original unpaid balance plus any additional penalty will be turned over to a collection agency for collection and is subject to additional collection charges; and
 - 2. The person assessed the penalty may be placed on the scofflaw list pursuant to OMC 10.16.280, and the person's vehicle may be subject to immobilization and/or impoundment thereunder.

10.16.280 Parking Services' Scofflaw List

- A. Creation of Scofflaw List. As frequently as practicable, the ~~Supervisor of the Olympia Municipal Court Services or his or her designee ("Supervisor")~~ Director of Community Planning and Development or their designee shall prepare and update the scofflaw list consisting of vehicles involved in ~~eight (8)~~ three (3) or such greater number of parking tickets unpaid more than ~~sixty (60)~~ thirty (30) days after their issuance that the Supervisor shall determine is efficient to include on the scofflaw list.
- B. Civil Penalties to Cover Administrative Costs. There is hereby imposed upon the owner of every vehicle on the scofflaw list a civil penalty in the amount specified in OMC Section 4.60.020 "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties," to cover costs of administering the scofflaw list. There is also hereby imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded

hereunder a civil penalty in the amount specified in OMC Section 4.60.020 "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties," to cover the additional administrative costs of immobilization and/or impoundment.

C. Notice. The Supervisor shall give notice by first class mail to the registered owner of each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list and:

1. The date and the nature of each ticket overdue and the amount due on each;
2. That a scofflaw list fee in the amount specified in subsection B of this section has been imposed to cover administrative costs;
3. The total amount currently due;
4. A specific deadline for response, no less than ten (10) days after the date of mailing;

The notice required by this subsection ~~of this section~~ is sufficient if mailed to the address provided by the Washington State Department of Licensing; provided, however, that if the Supervisor is unable, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is published once in a newspaper of general circulation in the city, posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to the vehicle owner or driver.

D. That the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due.

E. That if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in OMC ~~Section 10.16.290~~, payment of the civil penalties imposed under subsection B above, and payment of the costs of immobilization, towing and storage.

F. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in OMC ~~Section 4.60.020~~ "Vehicle Immobilization Impoundment Costs, Fees, and Civil Penalties", and all towing and storage charges, the Supervisor shall remove such vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay, such subsequent tickets shall also be paid before the vehicle is removed from the scofflaw list.

G. The owner of a vehicle that is subject to the procedures of this section ~~and OMC Section 10.16.290, Immobilization,~~ and OMC ~~Section 10.16.300~~, Impoundment, is entitled to a hearing in the Olympia Municipal Court pursuant to RCW 46.55.120(2)(b) to contest the validity of the immobilization, impoundment or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120(3), which is hereby adopted by reference as said provisions now exist or are hereafter amended.

H. Vehicles on the scofflaw list are not eligible to purchase city leased lot parking permits.

10.16.290 Immobilization

A. If the owner of a vehicle to whom notice has been sent pursuant to OMC 10.16.280.C fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in OMC ~~Section~~ 4.60.020 "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties" so that the vehicle can be removed from the scofflaw list under OMC 10.16.280.F, then, at the discretion of a Parking Services Field Representative of the Community Planning and Development Department or a police officer, such vehicle may be immobilized by installing on such vehicle a device known as a "boot immobilization device," which immobilizes the vehicle either by clamps and locks on to a wheel of the vehicle and impedes movement of such vehicle, or by attaching to the vehicle's windshield in such a manner to obscure the view of the driver, thereby preventing legal operation of the vehicle.

B. The person installing the boot-immobilization device shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that such vehicle has been ~~booted-immobilized~~ by the City of Olympia for failure to pay ~~eight (8) three (3)~~ or more uncontested parking tickets within ~~sixty (60) thirty (30)~~ days of their issuance, that release of the boot-immobilization device may be obtained by paying the fines, fees and civil penalties due, that unless such payments are made within two (2) business days of the date of the notice, the vehicle will be impounded, and that it is unlawful for any person to remove or attempt to remove the boot-immobilization device, to damage the boot-immobilization device, or to move the vehicle with the boot-immobilization device attached.

C. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by an boot-immobilization device installed under the provisions of this section.

D. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall pay all fines and fees then due, including but not limited to the amounts specified in OMC Section 4.60.020 "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties." Upon such payment, the vehicle shall be removed from the scofflaw list, and the Supervisor or designee shall promptly authorize the removal of the boot-immobilization device from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

10.16.300 Impoundment

A. At the discretion of a Parking Services Field Representative of the Community Planning and Development Department or a police officer, the following vehicles may be impounded:

1. A vehicle that was involved in ~~twelve-five (125)~~ or more parking tickets that are unpaid ~~sixty-thirty (60) thirty (30)~~ or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to OMC 10.16.280.C and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges so that the vehicle can be removed from the scofflaw list under OMC 10.16.280.F; or

2. A vehicle that was immobilized pursuant to OMC Section 10.16.290 and the vehicle's owner failed to pay all fines, fees, and administrative charges within two (2) business days of the date the vehicle was immobilized so that the vehicle can be removed from the scofflaw list under OMC 10.16.280.F; or

3. A vehicle that has received three citations for parking in violation of OMC Section 10.16.030 "Recreational Vehicles..." within any one calendar year and for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle twenty-four (24) hours prior to such impoundment; or

4. A vehicle that has received three (3) consecutive citations for parking in violation of OMC Section 10.16.055.D.3, "Residential Parking Program..." and for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle twenty-four (24) hours prior to such impoundment; or

5. A vehicle that has received three (3) consecutive citations for parking in violation of OMC Section 10.16.160.F, "City Parking Lots..." and for which notice of impoundment has been securely attached to and conspicuously displayed on the vehicle twenty-four (24) hours prior to such impoundment; or

6. As otherwise authorized by the Model Traffic Code as adopted by reference in the Olympia Municipal Code;:

7. A vehicle that has received three (3) consecutive restricted citations and/or is deemed a hazard to motorists or pedestrians;

8. A vehicle that has occupied a metered parking space twelve (12) hours after the meter/s have been hooded/barricaded/sandwich boarded for reservation; or

9. A vehicle that has occupied a load zone for twenty-four (24) hours and has received three (3) consecutive load zone violation citations.

B. The Parking Services Field Representative or police officer, as applicable, shall use the uniform impound authorization and inventory form provided for by administrative rule by the Washington State Patrol pursuant to RCW 46.55.075.

C. If a vehicle has been impounded pursuant to OMC 10.16.290, before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in OMC Section 4.60.020 "Vehicle Immobilization and Impoundment Costs, Fees, and Civil Penalties", and all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

D. If a vehicle has been impounded for a violation of OMC 10.16.030, 10.16.055, or 10.16.160 the vehicle may be immediately released from impound upon payment of all impound, tow and any other charges due the tow company.

10.16.310 Downtown Carpool Parking Program

A. There is hereby established a Downtown Carpool Parking Program (Program) within the City of Olympia downtown core. Program members who are properly registered and in compliance with the requirements of

this chapter are hereby authorized to park ~~free of~~without meter charges in any parking space equipped with a nine-hour meter within the downtown core.

B. The City Manager or his/her designee is hereby authorized to establish policies and procedures by which to administer the Program.

C. Definitions:

1. Downtown core: The area in the City of Olympia within the boundaries of Market Street to the North, 16th Street/Maple Park Avenue to the South, Capitol Lake/Budd Inlet to the West, and Eastside Street to the East.

2. Carpool: Two or more individuals who reside outside of the downtown core as defined in this chapter and who are each employed within the downtown core, commuting together in one vehicle to their respective places of employment.

D. Requirements and responsibilities for participation in the Downtown Carpool Parking Program.

1. The following requirements must be met in order to participate in the Program:

a. Each carpool member must individually:

i. Submit all required information to the Community Planning and Development Department, Parking Services;

ii. Reside outside of the downtown core and submit any required proof of residency;

iii. Be a current employee or employer of a business in the downtown core and submit the required proof of such status;

iv. Timely pay the required administrative per-person fee to participate in the program;

v. Obtain from Parking Services a proper permit and display such permit together with at least one other member's permit on the dash of the carpool vehicle in plain view from the outside of the vehicle to be eligible to park free of nine (9) hour meter charges for that day;

vi. Immediately notify Parking Services of any change in status and provide current information.

vii. Renew permit before the first day of the next month to maintain active permit status.

b. Each carpool driver must:

i. Submit all required driver and vehicle information to the Community Planning and Development Department, Parking Services and pay any required fees;

- ii. Ensure that at least two (2) carpool member permits are displayed on the dash of the carpool vehicle in plain view from the outside of the vehicle in order to be eligible to park free of nine-hour meter charges for that day;
- iii. Maintain and provide proof of a valid vehicle registration and insurance for the vehicle participating in the Program;
- iv. Maintain and provide proof of a valid driver's license;
- v. Immediately notify Parking Services of any change in status and provide current information.

E. Violations/Penalties. Failure to follow any of the requirements of this chapter constitutes a violation and may result in any one or a combination of the following:

1. Suspension from the Program for a period of time established by the ~~Parking Services Operations Supervisor~~ Director of Community Planning and Development or their designee;
2. Denial of continued and/or future participation in the Program;
3. An infraction of ~~thirty~~ forty and no/100 dollars (~~\$30.00~~40.00) to the registered vehicle owner for each violation.

10.16.320 Parking unregistered or unlicensed vehicles on ROW or other City property

A. No person shall park a vehicle on city right of way or other city property unless a valid license plate is properly affixed to the vehicle and such license plate displays current registration tabs in compliance with Washington state law.

B. The penalties for violation shall result in an infraction of thirty and no/100 dollars (\$30.00).

Section 2. Amendment of OMC 10.20. Olympia Municipal Code Chapter 10.20 is hereby amended to read as follows:

Chapter 10.20
MISCELLANEOUS REGULATIONS

10.20.000 Chapter Contents

Sections:

- 10.20.010 One-way streets and alleys.
- 10.20.020 Emerging from alley or driveway.
- ~~10.20.030 Parking meter operation and revenue control.~~
- 10.20.040 Curb-loading zone designation, taxi zones and ~~bus stops~~ passenger and freight.
- ~~10.20.050 Safety belts — State law adopted by reference.~~
- ~~10.20.060 Wearing of safety belts — Penalty.~~
- 10.20.090 Civil Citation Authority -- Parking Services Field Representatives.
- 10.20.100 State law adopted by reference.

10.20.010 One-way streets and alleys

Upon those streets and parts of streets and in those alleys described in Schedule I attached to Ordinance 2727, on file in the office of the city clerk treasurer designated by the City as one way, vehicular traffic shall move only in the indicated direction when signs indicating the direction of traffic are erected and maintained at every intersection where movement in the opposite direction is prohibited, and a vehicle passing around a rotary traffic island shall be driven only to the right of such island.

10.20.020 Emerging from alley or driveway

No vehicle shall back into or out of an alley or driveway, except when ~~same the alley or driveway~~ is obstructed.

No driver shall enter any street at any point other than a street intersection at a rate of speed exceeding five miles per hour, nor operate a vehicle in excess of fifteen miles per hour in any alley.

~~**10.20.030 Parking meter operation and revenue control**~~

~~The operation, maintenance and collections of parking meters and enforcement of ordinances relating thereto shall be under the jurisdiction of the City Manager or his or her designee.~~

10.20.040 Curb-loading zone designation taxi zones and bus stops – passenger and freight

The Director of Community Planning and Development ~~Director or his or her their~~ designee is authorized to determine the location of passenger and freight curb-loading zones including taxi zones, and shall place and maintain appropriate signs indicating the same and stating the hours during which the provisions of this section are applicable. A time limit of fifteen (15) to thirty (30) minutes shall be established in the said areas.

A. No person or business shall be granted the right, use or franchise for vehicle parking ~~or on~~ any portion of the surface area of any public highway to the exclusion of any other like person or business.

B. Loading zones shall be used with permit for the express purpose of loading/unloading passengers or merchandise, as indicated by posting of signs. Misuse shall result in the issuance of an infraction.

C. Merchandise is defined as large/bulky items that are in excess of ten (10) pounds.

D. ~~Penalty for Violation. Any violation of this section shall constitute an infraction and result in a penalty of seventy-five and no/100 dollars (\$75.00). A first infraction of this section shall constitute a violation and result in a penalty of seventy-five and no/100 dollars (\$75.00). A second infraction without the vehicle being moved for a period of thirty (30) minutes shall constitute a second violation and result in a penalty of seventy-five and no/100 dollars (\$75.00). A third infraction without the vehicle being moved for a period of thirty (30) minutes shall constitute a third violation and result in a penalty of seventy-five and no/100 dollars (\$75.00).~~

E. A vehicle that has occupied a load zone and has received three (3) consecutive load zone violation citations within one (1) business day shall be impounded pursuant to OMC 10.16.300.A. 9.

~~10.20.050 Safety belts -- State law adopted by reference~~

~~RCW 46.61.688, adopted as Chapter 152, Section 1, Laws of 1986, is adopted by reference as though fully set forth herein.~~

~~10.20.060 Wearing of safety belts -- Penalty~~

~~Any violation of RCW 46.61.688, as incorporated by reference above, shall constitute a traffic infraction, governed by the provisions of RCW Chapter 46.63 and OMC Chapter 10.24 of this code.~~

10.20.090 Civil citation authority -- Parking Services Field Representatives

City of Olympia Parking Services Field Representatives may issue civil citations for violation of the following:

- OMC Section 10.16.020 Parking prohibited at all times on certain streets-Penalty for violation
- OMC Section 10.16.030 Recreational vehicle parking on city streets over 24 hours or between the hours of 3:00 a.m. and 6:00 a.m. prohibited without permit – Penalty for violation
- OMC Section 10.16.055 Residential Parking Program Established
- OMC Section 10.16.060 Parking adjacent to schools
- OMC Section 10.16.070 Free parking ~~areas~~zones
- OMC Section 10.16.080 Free parking limits-Penalty for violation
- OMC Section 10.16.100 Overtime parking prohibited in metered areas -- Penalty for Violation
- OMC Section 10.16.110 Parking of motorcycles, motor-driven cycles and mopeds within metered parking spaces
- OMC Section 10.16.120 Tampering with parking enforcement process is a violation
- OMC Section 10.16.130 Parking meters-Methods of fee payment: coins, prepaid cards, credit/debit cards and permits
- OMC Section 10.16.140 City parking lots-Regulations
- OMC Section 10.16.210 Prohibited parking
- OMC Section 10.16.220 General parking prohibitions
- OMC Section 10.16.240 Vanpools-Definition
- OMC Section 10.16.250 Vanpool-Parking limitation exemptions
- OMC Section 10.16.260 Vanpools-Permits
- OMC Chapter Section 10.18.020 Truck and Trailer Parking In Residential Areas – Unlawful in residential areas
- OMC Section 10.20.040 Curb-loading zone designation taxi zones and bus stops
- RCW 46.16.381 Special parking for disabled persons -- Penalties -- Enforcement.
- ~~RCW 46.55.085~~ Law enforcement impound — ~~Unauthorized vehicle in right-of-way~~
- RCW 46.08.182 Electric vehicle charging stations – Signage – Penalty.

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 after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Summary of Parking Ordinance Changes

Chapter	Section	Item	Suggested Change	Explanation
10.16.020	Parking prohibited at all times on certain streets	B & C	Additional penalties and option to impound vehicle	Increase disincentives for illegal parking
10.16.030	Recreational vehicle parking on city streets over 24 hours or between the hours of 3:00 a.m. and 6:00 a.m. prohibited without permit	B.1	Adding 'conversion vans' to list	New type of vehicle not currently covered in OMC
10.16.055	Residential Parking Program See Parking Strategy 5.4	B.4 & D.3.b	Change fee from \$10/year to \$60/year for zones within Downtown boundary (4, 5, 7, and 8)	Per strategy, on-street downtown parking should be comparable to off-street market rates to prioritize short term use at the curb and encourage off-street parking for residential long-term use.
10.16.070	Free parking areas	Section header, A, & B	Changing 'area' to 'zone', adding 'one hour' to list of zones	The term 'zone' is industry standard. 'Area' comes across as amorphous.
10.16.110	Parking of motorcycles, motor-driven cycles and mopeds within metered parking spaces	C.1 & C.2	Restricting parking to motor driven cycles only and adding penalty.	This prohibits small cars from using motorcycle stalls
10.16.120	Tampering with parking enforcement process is a violation	B & C	Specifying meter hoods and signs as enforcement process and replacing "boot" with "immobilization device"	Needed explicit prohibition on tampering with signs and meter hoods, and boots may be joined by 'barnacles', which affix to the windshield.
10.16.130	Parking Meters - Methods of fee payment: coins, prepaid cards, credit or debit cards, and permits Related to Parking Strategy 1.1	Header	changing 'parking meters' to 'metered parking'. Also cleaning up overly-complicated language.	Allows for broader use of payment devices, including mobile pay-by-phone options.
10.16.140	City parking lots -- Regulations		Specifying that Senior permits are required for parking at the Olympia Center on-site lot	clears up confusion about who is allowed to park at lot
10.16.150	City parking lots and meters - Fee schedules		changing 'parking meters' to 'metered parking'	Allows for broader use of payment devices, including mobile pay-by-phone options.
10.16.210	Prohibited parking	C	Add city-vehicle designated spaces to prohibited parking	Need explicit prohibition on parking in spaces reserved for city vehicles
10.16.220	General parking prohibitions	A.21, B, C and D	Add meter hoods, cones, and barricades to list of prohibited parking, remove exception to subsection A14 (fire hydrant), specifying "one hour" as period between citations, and allowing for impoundment for hazardous vehicles after 3 citations or 24 hours after a meter was hooded	Need explicit prohibition on parking at barricades and meter hoods, clarifying fee for parking at a fire hydrant, and enabling parking services to move hazardous vehicles
10.16.230	Disabled parking See Parking Strategy 7.3	New Ordinance	Add ordinance establishing time limits for disabled parking at meters and in timed zones	Without a time limit, disabled placards function as a universal parking permit, encouraging misuse. The 4-hour limit is consistent with State Law.

Chapter	Section	Item	Suggested Change	Explanation
10.16.270	Penalties		shortening timeframe for latefees	This relates to shortening timeframe for immobilization and impoundment (10.16.280-300)
10.16.280	Parking Services' Scofflaw List	A & G	A) Reducing number of tickets from eight to three, and time period from sixty to thirty G) Remove "and OMC Section 10.16.290, Immobilization,"	A) constraining the number of tickets and days prevents the excessive accumulation of citations which often leads to fine amounts greater than the value of the vehicle, leading to abandonment. G) A hearing for an immobilized vehicle would prevent vehicle from being impounded, leaving it on the street for days, if not weeks.
10.16.290	Immobilization See Parking Strategy 1.1	A, B, C, and D	A-D) Changing "boot" to "immobilization device" and describe barnacle B) Reducing number of tickets from eight to three, and time period from sixty to thirty	A-D) Immobilization technology changing to include other methods of immobilizing vehicles B) constraining the number of tickets and days prevents the excessive accumulation of citations which often leads to fine amounts greater than the value of the vehicle, leading to abandonment.
10.16.300	Impoundment	A.1 & A.7-9	A.1) Reducing number of tickets from twelve to five, and time period from sixty to thirty A.7-9) Adding hazardous vehicles with 3 consecutive restricted citations, 12 hour hooded meters, and vehicles in load zones with 3 consecutive citations over 24 hours	A.1) constraining the number of tickets and days prevents the excessive accumulation of citations which often leads to fine amounts greater than the value of the vehicle, leading to abandonment. A.7-9) Having the authority to impound allows business to continue, reduces chaos.
10.16.310	Downtown Carpool Parking Program	A, D.1.a.vii.	Changing "free of" to "without" and requiring permit renewal by first of following month.	"free" can give the false impression that the permit is free, and the code needed specificity pertaining to the renewal deadline.
10.16.320	Expired or improper license plates	New Ordinance	Prohibits parking in right-of-way with improperly displayed plates	RCW requires valid registration to operate vehicle, but it is often difficult to catch operators in the act. \$30 penalty encourages responsible vehicle ownership
10.20.040	Curb-loading zone designation taxi zones- passenger and freight	Header, B, D, and E	Adding "with permit", removing "bus stops", adding chain violations, and option to impound	Loading zones are important to the movement of products and services. Restricting access via permits, increasing the penalties, and adding the option to impound an offending vehicle will return the flow of commerce back to normal faster.
10.20.100	State Law adopted by reference	adding/updating RCW	Add 46.55.113 - Removal by police officer - definition	RCW authorizes police to impound vehicles on the right of way with expired tabs over 45 days or illegally occupying a handicap parking stall or commercial loading zone

Updated Fine Table

Fine increases were reported to City Council September 24th

Citation	Current	Proposed
Expired Meter	\$15	\$20
Overtime Parking	\$15	\$20
Chain Parking	\$30	\$40
Improper Motorcycle Parking	\$30	\$40
Tampering	\$30	\$40
Unpermitted Lease Lot	\$30	\$40
Prohibited parking 10.16.210	\$15	\$20
Restricted Parking	\$75	\$75
Carpool Violation	\$30	\$40
Expired Registration	New	\$30