



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, October 20, 2020

5:30 PM

Online and via phone

Register to attend:

https://us02web.zoom.us/webinar/register/WN_GzXnNBk2QIW7NCsmG4xJWQ

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION - None

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

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [20-0836](#) Approval of October 13, 2020 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [20-0831](#) Approval of a Resolution Authorizing an Intergovernmental Services Agreement with South Sound GREEN Between Thurston County, the Cities of Lacey and Tumwater and the Thurston Conservation District

Attachments: [Resolution](#)
[Agreement](#)
[SSGREEN Program Accomplishments 2016-2020](#)
[Link to South Sound GREEN Website](#)

- 4.C [20-0751](#) Approval of a Resolution Authorizing an Intergovernmental Agreement between the City of Olympia and Thurston County for Paramedic Services

Attachments: [Resolution](#)
[Agreement](#)

- 4.D [20-0835](#) Approval of General Government Committee Recommended Appointments of Community Representatives to the Police Use of Force Events Board

Attachments: [Reiko Callner Application and Resume.pdf](#)
[Garrett Cooper Application.pdf](#)
[Anna Held Application and Resume.pdf](#)
[Derrick Hiebert Application and Resume.pdf](#)
[Kim Murillo Application and Resume.pdf](#)
[Tadeu Velloso Application and Resume.pdf](#)

- 4.E [20-0834](#) Approval of a Resolution Supporting Ranked-Choice Voting

Attachments: [Resolution](#)

4. SECOND READINGS (Ordinances)

- 4.F [20-0794](#) Approval of an Ordinance Amending Chapter 3.16 of the Olympia Municipal Code Related to Contracts

Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances)

- 4.G [20-0817](#) Approval of an Ordinance Allowing Recreational Vehicles to be Used as Residences In Manufactured Housing Parks

Attachments: [Ordinance](#)
[OPC Letter to Council](#)

- 4.H [20-0828](#) Approval of an Ordinance Amending Ordinance 7247 (Operating, Special and Capital Budgets) - Third Quarter 2020

Attachments: [Ordinance](#)

- 4.I [20-0813](#) Approval of an Ordinance Amending Olympia Municipal Code 4.70 and 10.16 Related to Parking

Attachments: [Ordinance](#)
[South Capitol Work Group Report](#)

[Link to Residential Parking webpage](#)

5. PUBLIC HEARING

- 5.A [20-0799](#) Public Hearing on the Draft Community Development Block Grant (CDBG)
2014 Action Plan Amendment

Attachments: [PY2014 Reallocation Chart](#)

- 5.B [20-0800](#) Public Hearing on Draft Community Development Block Grant (CDBG)
2015 Action Plan Amendment

Attachments: [Vicinity Map](#)

[24 CFR 570.208\(b\)\(2\)](#)

[24 CFR 570.505](#)

- 5.C [20-0807](#) Public Hearing on the Draft Community Development Block Grant (CDBG)
2019 Action Plan Amendment

Attachments: [HRC Position](#)

6. OTHER BUSINESS

- 6.A [20-0830](#) Presentation of the 2021 Preliminary Operating Budget

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. EXECUTIVE SESSION

- 9.A [20-0837](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)
(c) - Real Estate Matter

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

City Council

Approval of October 13, 2020 City Council Meeting Minutes

Agenda Date: 10/20/2020
Agenda Item Number: 4.A
File Number:20-0836

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

Title

Approval of October 13, 2020 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, October 13, 2020

5:30 PM

Online and via phone

Register to attend:

https://us02web.zoom.us/webinar/register/WN_0LXQmYrOR3G5RTMdyDNdfw

1. ROLL CALL

Present: 6 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

Excused: 1 - Councilmember Jim Cooper

1.A ANNOUNCEMENTS

Mayor Selby announced yesterday was Indigenous People's Day.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMENT

The following people spoke: Jon Reeves, Deborah King, Alysia Reeves, Valerie Krull, Stevi Kamphaus, Talauna Reed, Arisa Nogler, Jessica Ryan, and Rebekah Erev.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

City Manager Jay Burney gave a brief update regarding City efforts with homeless people camping along Ensign Road, as well as people living in RVs along that emergency vehicle corridor.

4. CONSENT CALENDAR

4.A [20-0803](#) Approval of October 6, 2020 City Council Meeting Minutes

The minutes were adopted.

4.B [20-0752](#) Approval of a Resolution Authorizing an Interlocal Agreement between the City of Olympia and the City of Tumwater for Fire Training

The resolution was adopted.

- 4.C [20-0763](#) Approval to Launch Public Participation Process to Amend Community Development Block Grant (CDBG) Program Years 2014, 2015 and 2019

The decision was adopted.

4. SECOND READINGS (Ordinances)

- 4.D [20-0753](#) Approval of an Ordinance Amending Olympia Municipal Code Section 18.51.040 Related to the Permitted Hours of Operation for State Licensed Retail Marijuana Establishments

The ordinance was adopted on second reading.

- 4.E [20-0759](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.100 Related to the Home Fund Advisory Board

The ordinance was adopted on second reading.

- 4.F [20-0749](#) Emergency Approval of an Ordinance Adding a New Chapter 5.82 to Title 5 of the Olympia Municipal Code regarding Tenant Protections Related to COVID-19 - First and Final Reading

The ordinance was adopted on first and final reading.

4. FIRST READINGS (Ordinances)

- 4.G [20-0794](#) Approval of an Ordinance Amending Chapter 3.16 of the Olympia Municipal Code Related to Contracts

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

Approval of the Consent Agenda

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

Aye: 6 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

Excused: 1 - Councilmember Cooper

5. PUBLIC HEARING

- 5.A [20-0804](#) Public Hearing on the Preliminary Capital Facilities Plan and 2021-2026 and Financial Plan

Finance Director Nanci Lien gave an update on the preliminary Capital Facilities Plan (CFP).

Bicycle and Pedestrian Advisory Committee Chair Brittany Yunker Carlson, Utility Advisory Committee Chair Mike Buffo, and Planning Commissioner Rad Cunningham provided highlights from letters submitted by the Committees and Commission regarding CFP recommendations.

Olympia School District Assistant Superintendent Jennifer Priddy gave a presentation on the 2021-2026 Olympia School District Board Capital Facilities Plan and adopted impact fees.

Mayor Selby opened the public hearing at 6:58. The following people spoke: Roger Horn, Peter Guttchen, Karen Messmer, and Jim Lazar. Mayor Selby closed the public hearing at 7:18 p.m.

Councilmembers commented and asked clarifying questions throughout the presentations.

The public hearing was held and closed. Written comment will be accepted until 5:00 p.m. on Friday, October 16.

6. OTHER BUSINESS - None

7. CONTINUED PUBLIC COMMENT - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Mayor Selby recommended assigning Councilmember Madrone to represent the City on the Nisqually River Council. The Council agreed and also allowed for staff to attend the meetings.

8.B CITY MANAGER'S REPORT AND REFERRALS - None

9. EXECUTIVE SESSION

9.A [20-0809](#) Executive Session Pursuant to RCW 42.30.110(1)(i); Litigation and Potential Litigation

Mayor Selby recessed the meeting at 7:30 p.m. She asked the Council to reconvene in 5 minutes for an Executive Session pursuant to RCW 42.30.110(1)(i) to discuss litigation and potential litigation. She announced no decisions would be made, the meeting was expected to last no longer than 60 minutes, and the Council would adjourn immediately following the Executive Session. The City Attorney was present at the Executive

Session.

The executive session was held and no decisions were made.

9. ADJOURNMENT

The meeting was adjourned at 8:34 p.m.



City Council

Approval of a Resolution Authorizing an Intergovernmental Services Agreement with South Sound GREEN Between Thurston County, the Cities of Lacey and Tumwater and the Thurston Conservation District

Agenda Date: 10/20/2020
Agenda Item Number: 4.B
File Number:20-0831

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

Title

Approval of a Resolution Authorizing an Intergovernmental Services Agreement with South Sound GREEN Between Thurston County, the Cities of Lacey and Tumwater and the Thurston Conservation District

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing an Intergovernmental Services Agreement with South Sound GREEN to provide school-age stormwater education.

Issue:

Whether to renew the Intergovernmental Services Agreement with South Sound GREEN for an additional five years.

Staff Contact:

Susan McCleary, Senior Program Specialist, Public Works/Water Resources, 360.570.3794

Presenter:

None - Consent Calendar Item

Background and Analysis:

The City of Olympia seeks to renew the Intergovernmental Services Agreement with South Sound GREEN to provide storm and surface water education to school-aged children. The City of Olympia has contracted with South Sound GREEN since the mid 1990's to provide these services. The Agreement is a renewal of an additional five years with minor changes from the last Agreement that includes:

- Section II - requires an annual work plan developed by Dec. 31 of each preceding year.

- Section X - allows partners to modify the Agreement annually pertaining to:
 - a. Annual work plan.
 - b. Budget increase (\$5,000 cap, per jurisdictions over life of contract).

Regulatory Obligation

Under the Western Washington Phase II Municipal Stormwater Permit, the City has a regulatory duty to provide education to the general public, including school-aged children, on the impacts of stormwater on local waterways and to provide opportunities to participate in stewardship activities.

Cost-Share Savings

Providing stormwater and watershed education through local partnerships offers a cost-effective method to deliver required educational outreach and a shared benefit on joint educational events. Partnership funds enable South Sound GREEN to secure a total of \$184,823 in grants and an additional \$207,354 via other funding contributions to meet program budget needs.

Program Effectiveness

South Sound GREEN has a proven record of developing and implementing a highly effective watershed education program using hands-on science that aligns with state learning standards. Over the past 28 years, South Sound GREEN has educated thousands of students about the effects of stormwater pollution. Students learn about what actions they can take to make a difference and build the knowledge, skills, and motivation to act as stewards of our watersheds.

Neighborhood/Community Interests (if known):

The community has a high interest in science education and water quality.

Options:

1. Approve the resolution authorizing an Intergovernmental Services Agreement with South Sound GREEN to provide school-age stormwater education. This will allow Olympia to share the cost of providing school-age stormwater education across multiple jurisdictions.
2. Do not approve Intergovernmental Services Agreement. This would require the City to use utility funds in a manner that is less cost effective to meet the regulatory requirements of the Western Washington Phase II Municipal Stormwater Permit.

Financial Impact:

Olympia's annual base funding (\$14,400) is paid by the Storm and Surface Water utility fund.

Attachments:

Resolution

Intergovernmental Services Agreement with South Sound Green (2021-2025)

South Sound GREEN Program Accomplishments 2016-2020

Link to South Sound GREEN website

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA WASHINGTON,
AUTHORIZING AN INTERGOVERNMENTAL SERVICES AGREEMENT WITH SOUTH
SOUND GREEN BETWEEN THURSTON COUNTY, THE CITIES OF LACEY AND
TUMWATER AND THE THURSTON CONSERVATION DISTRICT TO PROVIDE
SCHOOL-AGE STORMWATER EDUCATION**

WHEREAS, The Storm and Surface Water Utility has a regulatory responsibility to provide education to the general public, including school aged children, on the impacts of stormwater on surface waters; and

WHEREAS, the Cities of Lacey, Olympia, Tumwater, and Thurston County and Thurston Conservation District, have determined that providing stormwater and watershed-education through local partnerships offers a cost-effective method to deliver high quality educational programs; and

WHEREAS, South Sound Green provides educational opportunities for school aged children and training for teachers to become involved in stewardship activities that protect local waterways and improve compliance with regulations; and

WHEREAS, South Sound Green has a proven record of administering an effective watershed - education program for grades 4-12 and has the necessary expertise, knowledge, training, and skills, and the necessary licenses and/or certification to perform the duties set forth in the Agreement; and

WHEREAS, in consideration of services provided by South Sound Green the City will provide funding in the amount of \$14,400 annually; and

WHEREAS, the term of the Agreement shall commence upon the approval of the Cities of Lacey, Olympia, Tumwater, and Thurston County and Thurston Conservation District respective governing bodies and will continue in effect until December 31, 2025, unless extended by mutual agreement of the Parties pursuant to the Agreement.

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

1. The Olympia City Council hereby approves the resolution authorizing an Intergovernmental Services Agreement with South Sound Green between Thurston County, the Cities of Lacey and Tumwater and the Thurston Conservation District to provide school-age stormwater education.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Intergovernmental Services Agreement and any other documents necessary to implement 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:



DEPUTY CITY ATTORNEY

**INTERGOVERNMENTAL SERVICES CONTRACT
FOR SOUTH SOUND GREEN
BETWEEN
THE CITIES OF LACEY, OLYMPIA, TUMWATER, AND THURSTON COUNTY
AND THE THURSTON CONSERVATION DISTRICT**

THIS CONTRACT, pursuant to chapter 39.34 RCW, is made and entered into in five duplicate originals by and between the Cities of Lacey, Olympia, Tumwater, and Thurston County, hereinafter “LOCAL JURISDICTIONS” and THURSTON CONSERVATION DISTRICT, hereinafter “DISTRICT”. Wherein the DISTRICT administers a watershed education program for grades 4-12 known as South Sound GREEN (SSG) the LOCAL JURISDICTIONS enter into this contract.

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

I. PURPOSE OF CONTRACT

The LOCAL JURISDICTIONS have storm and surface water utilities with a regulatory responsibility to provide education to the general public, including school aged children, on the impacts of stormwater on surface waters and to provide opportunities to become involved in stewardship activities. In addition, the Local Jurisdictions have determined that providing stormwater and watershed-education through local partnerships offers a cost-effective method to deliver required educational messages. The Local Jurisdictions enter into this contract with the DISTRICT because it has a proven record of administering an effective watershed education program for grades 4-12 known as South Sound GREEN (SSG).

II. AGREEMENT SCOPE

The LOCAL JURISDICTIONS shall work with the DISTRICT to prepare an annual Work Plan to describe the watershed education program activities each year. The annual Work Plan for each year shall be reviewed and approved in writing by the representatives of the LOCAL JURISDICTIONS by December 31st of the preceding year. In the event an annual Work Plan is not approved prior to December 31st of the preceding year, the LOCAL JURISDICTIONS can agree to an extension by which the annual Work Plan shall be reviewed and approved.

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

III. SERVICES PROVIDED BY THE CONTRACTOR

A. District

- i. Represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the duties set forth in this Agreement.

- ii. Through the SSG program, shall perform the services set as described and agreed upon in the annual Work Plan, which are designed to reduce or eliminate behaviors and practices that contribute to adverse stormwater impacts.
- iii. Shall perform according to standard industry practice of the work specified by this Agreement.
- iv. Shall provide labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the LOCAL JURISDICTIONS.
- v. Shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- vi. Will submit billing invoices along with companion narrative progress reports to each jurisdiction on a quarterly basis within two weeks of the end of each calendar quarter. Quarterly narrative progress reports shall be provided to each jurisdiction in a format that is determined by and acceptable to the respective jurisdiction. In addition to the narrative, the 4th quarter report shall include the cumulative year-end numbers of participants by jurisdiction.

IV. LOCAL JURISDICTIONS

- A. In order to assist DISTRICT in fulfilling its duties under this Agreement, LOCAL JURISDICTIONS shall provide the following:
 - i. Relevant information as exists to assist DISTRICT with the performance of DISTRICTS's services.
 - ii. Assistance with developing an annual Work Plan, that shall be agreed upon in writing by the LOCAL JURISDICTIONS.
 - iii. Services documents, or other information identified and agreed to in the annual Work Plan.

V. BASE ANNUAL FUNDING

- A. In consideration for the services described, the LOCAL JURISDICTIONS shall provide funding to the DISTRICT, in the amounts shown below, except in the event of a non-appropriation of funds.

City of Lacey:	\$14,400
City of Olympia:	\$14,400
City of Tumwater:	\$ 8,000
Thurston County:	\$14,400

- B. Payment to the DISTRICT by each jurisdiction shall be on a quarterly basis, with 25 percent of each jurisdiction's annual payment being paid each quarter. Payment shall be made to the DISTRICT following receipt by each jurisdiction, of the DISTRICT'S invoice and progress report summarizing services rendered to date under this Contract.

The DISTRICT will work with each LOCAL JURISDICTION to determine preferred report content and format.

VI. NON-APPROPRIATION OF FUNDS

Should a LOCAL JURISDICTION fail to secure the base funding amount specified in Section V, due to non-appropriation of funds, the LOCAL JURISDICTION shall provide written notice to the other LOCAL JURISDICTIONS and the DISTRICT within thirty (30) calendar days of its budget adoption. The LOCAL JURISDICTIONS and the DISTRICT agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of such a budget non-appropriate or reduction. The LOCAL JURISDICTIONS either separately or collectively may elect to redistribute costs or eliminate DISTRICT services at their discretion.

VII. EFFECTIVE DATE; DURATION OF CONTRACT

The term of this Contract shall commence upon the approval of the LOCAL JURISDICTIONS' respective governing bodies and the DISTRICT, and following posting on the DISTRICT's public website. This Contract will continue in effect until December 31, 2025, unless extended by mutual agreement of the Parties pursuant to Section X of this Agreement. By this Contract, the parties ratify performance described in this Contract that was performed between January 1, 2021 and execution of this Contract by all parties.

VIII. HOLD HARMLESS AND INDEMNIFICATION

The DISTRICT agrees to indemnify, defend, and hold harmless LOCAL JURISDICTIONS, their elected officials, employees, and agents from and against any and all liabilities, losses, damages, expenses, actions, and claims, including reasonable attorneys' fees, arising out of or in connection with the DISTRICT'S performance of this Contract except for any damages arising out of bodily injury to persons or damage to property arising from the sole negligence of the LOCAL JURISDICTIONS, their agents or employees.

It is further specifically and expressly understood that the indemnification provided herein constitutes the DISTRICT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

IX. CONTRACT REPRESENTATIVE; NOTICE

Each party to this Contract shall have a representative. The LOCAL JURISDICTIONS' representatives shall serve on the South Sound GREEN Advisory Committee. Each representative shall serve as the contract administrator for his or her jurisdiction, for purposes of this Contract. Notice required under this Contract shall be sent to the address designated for the parties, below. Contract representatives may be changed upon notice to the other parties. Notice will be deemed to be received three business days following deposit in the U.S. Mail, postage prepaid.

THURSTON CONSERVATION DISTRICT

Stephanie Bishop, South Sound GREEN Coordinator or designee
Thurston Conservation District
2918 Ferguson St. SW, Suite A
Tumwater, WA 98512
Phone: (360) 754-3588, Ext. 108

CITY OF LACEY

Emily Watts or designee
Lacey Water Resources
PO Box 3400
Lacey, WA 98509-3400
Phone: (360) 438-2687

CITY OF OLYMPIA

Michelle Stevie or designee
Olympia Water Resources
PO Box 1967
Olympia, WA 98507-1967
Phone: (360) 753-8336

CITY OF TUMWATER

Meridith Greer or designee
Tumwater Water Resources
555 Israel Rd. SW
Tumwater, WA 98501
Phone: (360) 754-4148

THURSTON COUNTY

Ann Marie Pearce or designee
CPED - Community Planning
2000 Lakeridge Drive, SW – Bldg. 4, Room 100
Olympia, WA 98502
Phone: (360)-754-3355 ext.6857

X. TERMINATION AND MODIFICATION

Any party may terminate participation in this Contract by giving 30 days' written notice of intent to terminate to the other parties, provided that LOCAL JURISDICTIONS shall be obligated to pay the quarterly invoice for the quarter in which the LOCAL JURISDICTION terminates. This Contract may only be modified by agreement of all the parties hereto, executed in writing, in the same manner as this Agreement. However, modification may be executed solely through written agreement between each and every named agency representative, as identified under Section IX of this Agreement, for the following:

- a. Any modification to the annual Work Plan, as identified under Section II.
- b. Any modification of the annual budget as designated under Section V.
 - a. The budget may be increased by no more than \$5000 for each jurisdiction for the life of this contract.

XI. JURISDICTION AND VENUE

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

XII. SEVERABILITY

- a. If, for any reason, any part, term or provision of this Contract is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith.

XIII. ENTIRE AGREEMENT

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

XIV. RECORDATION

Per RCW 39.34.040, this agreement shall be posted and electronically available to the public on the DISTRICT's website.

XV. PROPERTY

No real or personal property is to be jointly acquired, held, or disposed under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in quintuple originals to take effect on the date as prescribed in Section VII.

THURSTON CONSERVATION DISTRICT

T.J. Johnson, Thurston Conservation District Board Chair

Date: _____

CITY OF LACEY

City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY OF OLYMPIA

City Manager

Date: _____

APPROVED AS TO FORM:



Deputy City Attorney

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS

Chair

Date: _____

Vice-Chair

Date: _____

Board Member

Date: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

PROSECUTING ATTORNEY
Jon Tunheim

Deputy Prosecuting Attorney

South Sound Global Rivers Environmental Education Network (GREEN)

Program Accomplishments 2016-2020



Mission: Connecting communities and schools for watershed protection



Vision: A community with the knowledge, skills, and motivation to act as stewards of our watersheds

2016-2020 Dashboard: City of Olympia

Participating Schools:

Avanti High School
Olympia High School
Capital High School
Marshall Middle School
Roosevelt Elementary
Lincoln Elementary
McKenny Elementary
Hansen Elementary
Olympia Regional Learning Academy
NOVA Middle School
Reeves Middle

Between 2016 and the first half of 2020:

- **3350 City of Olympia** students have participated in water quality experiences
- **135 City of Olympia** teachers received professional development, technical assistance in the classroom and in the field, the needed equipment and supplies, and transportation to and from their field sites
- **596 community volunteers from the City of Olympia** have contributed more than **1582** volunteer hours in assisting with water quality sampling, field excursions and classroom activities.

Program Overview

South Sound GREEN has persevered for almost 30 years due in large part to the extremely effective and efficient program model. Since 1992, South Sound Global Rivers Environmental Education Network (GREEN) has engaged more than **30,000** students in Thurston County in stormwater education through the following program components:

1. Water Quality Monitoring

“I love the work you all do. My students get a big picture view of how important our water is to the quality of life we have. Being part of this program is a natural jumping-off point to important topics such as, climate change, water quality, ocean pollution, citizen science, action projects, and the power of each one of us to change our



Water quality monitoring at the source of Woodard Creek off Ensign Road

behaviors to bring about positive change in our environment.” – Kimberlee Hummel, Roosevelt Elementary School

“This is SUCH great real-life science for students!”- Tony Harris, Tumwater Middle School

“Our Water Quality Field Experiences were some of our most valuable science experiences this year.”- Audrey Hamill, Boston Harbor Elementary

“True science! The outcomes are unknown and nothing is 'staged' like our experiments in the classroom. I have personally learned a lot about our environment and caring for our water systems.”- Becky Crain, Olympic View Elementary

Classes participate in water quality field experiences every October and February where they:

- Collect and analyze water quality data based on parameters needed for healthy salmon habitat: pH, nitrates, dissolved oxygen, turbidity, temperature, fecal coliform and total suspended solids.
- Gain an understanding of stormwater runoff through authentic, hands-on science experiences
- Recognize the impact human actions take on the watershed

2. Student GREEN Congress

“The entire day was fantastic. I've been to many classes before and always enjoyed them. This year I went to the new class about PH, and thought it was great! It ties in nicely with water testing. My students who participated in the session really enjoyed it.”-

Teacher at Congress

Student GREEN Congress is an opportunity for students to

- present their water quality sampling data and compare it with student data from other schools sampling within the same watershed each year at the Student GREEN Congress
- identify “priority actions” to improve water quality in their watershed leading to behavior change. These recommendations are taken back to their classrooms, and action projects are designed and implemented (see Action Projects).

More than 50 natural resource professionals lend their expertise to Congress by facilitating a State of the Rivers session or by offering a hands-on workshop during the afternoon break-out classes. These partnerships vary from year to year, and make the Congress experience not only fun and educational, but also offer real, local connections to Science Technology Engineering and Math (STEM) careers.



Students and teachers attend a keynote at the Student GREEN Congress

3. Action Projects

“Field experiences are the most valuable. Second, making the connection between water quality and student/human land use. I really value students seeing they, themselves (and not just their parents) are part of the system and can actually benefit it, or harm it, with their choices. That stewardship piece”.- Amber Hoenes, Chinook Middle School

- As students begin to look at the health of the watershed as a whole they identify behavior change and actions they can take to improve their watershed.
- These student-initiated ideas lead to collaboratively organized action or “service-learning projects”.
- Projects vary greatly in scope and size, but all strive to improve the conditions in the watershed through public education or hands-on activities. Examples include planting native plants, removing invasive species, organized trash pick up events, and presentations to community groups and City Councils.



Planting native trees in the riparian buffer

4. Nearshore Program

“My favorite thing I learned was that sea cucumbers shoot out their intestines to scare predators and they grow it back later.”- Komachin Middle School student

“I thought the way a barnacle gets its food was funny! (Attaching to the rock, using its legs to bring drifting food to it.)”- Komachin Middle School student

Nearshore field trips are a way for students to connect their freshwater monitoring site with Puget Sound. On these trips they:

- Visit a local beach at low tide to learn about intertidal organisms,
- Visit a local marina where they learn about subtidal organisms and sample the water for clarity and plankton.
- Learn about current issues facing Puget Sound and the ocean like ocean acidification, sea level rise, and sea star wasting disease.



Virtual Nearshore field trip during distance learning for COVID-19

5. Summer Teachers' Institute and Teacher Professional Development

"I love how well the SSG resources are designed for students and teachers. There are a lot of programs/resources that are available for teachers to use with classes that don't have the same level of practical understanding of what kids and teachers need for activities to run smoothly and be developmentally appropriate. I definitely feel like SSG has a good understanding of what it's like to be in the classroom and out in the field working with ten and eleven year olds." - Audrey Hamill, Boston Harbor Elementary School

"This PD never fails to impress me...The organizers of these institutes are always of the very highest quality, both in what they present- but also, and almost more importantly to me- in the WAY that they present. I commend that in the midst of this incredibly difficult era we are living in- that the leaders of this event took the time to consistently address our emotional needs as well, with periodic check-ins, and activities that cater to the overall well-being of the person themselves. I think that is just awesome. I love these folks and the work that they do truly does make an impact!"- Teacher, Summer Stay IN-stitute 2020



Summer Institute includes hands on experiences for teachers, like kayaking in Budd Inlet

This unique three-day professional development training provides teachers with:

- An opportunity to receive training on current issues in the watershed and the best available science
- Teaching tools and curriculum ideas to educate their classes on these issues
- Connection to a local community of teachers committed to integrating watershed studies in their classes.

6. Program Evaluation

South Sound GREEN is committed to equitable evaluations (both internal and external) that utilize the whole child to assess learning which include:

- Traditional surveys (SurveyMonkey or Google Forms, etc)
- Poetry, English Language Arts, and art. These strategies are particularly useful with English language and visual learners
- South Sound GREEN strives to achieve an increased learning of **at least 85%** among all program areas.

Field trip!!!

The field trip was really good. Its really nice of you guys to let us come i really apsheat it. I learned a lot when i was there. So much that i dont remmber some of the things i learned. But the things that i learned is cool and what not to do.

What i learned is about sand dollars. Sand dollars are a round flat shell on it is a star its supo to be black but when its dead it turns white. I think the sand dollars was my favorite thing to learn.

But what i learned not to do was to not stand in the water to long.

1. You will get stuck
2. Dont wear snow bottes in the water
3. When you stuck ask for help
4. Dont carry your phone in the water.

Anyways thank you for everything you did for us it was really nice of u guys for inviting us I really had fun bless your hearts.

From: Lanihya B.
School: Lydia Hawk

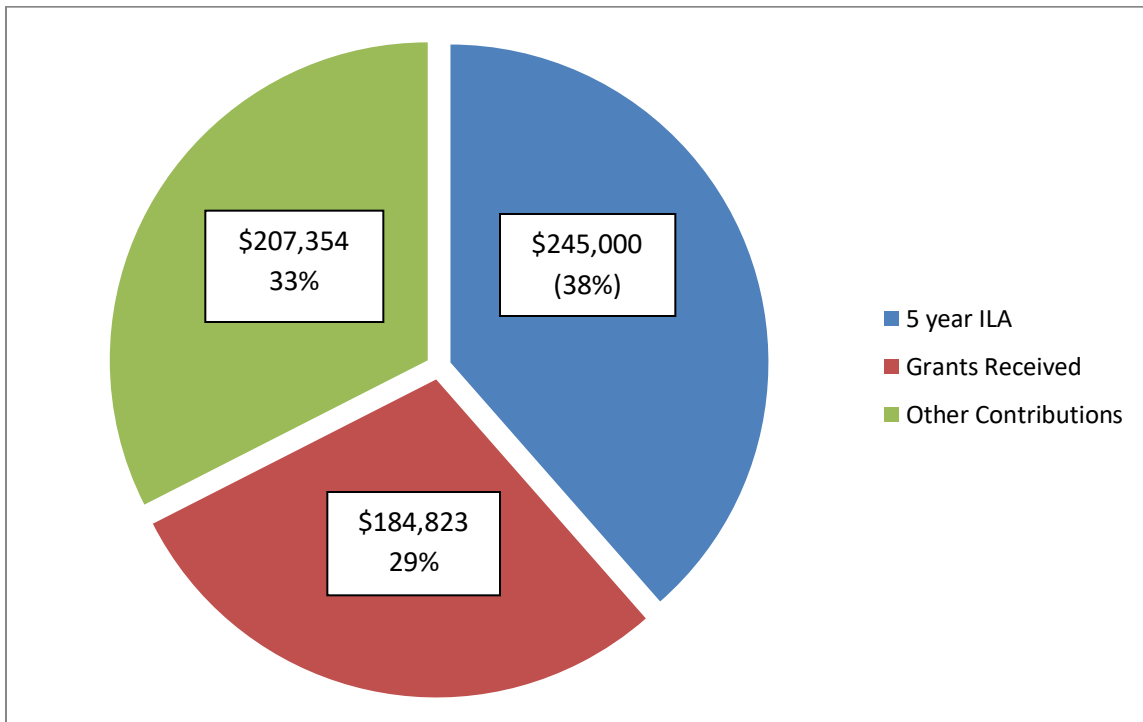
Financial Report (2016-2020)

As per the 2016-2020 Intergovernmental Services Contract for South Sound GREEN the Cities of Lacey, Olympia, Tumwater and Thurston County and the Thurston Conservation District have provided South Sound GREEN with a total of \$245,000 or \$49,200 annually at the following funding levels:

City of Lacey: \$14,400
City of Olympia: \$14,400
City of Tumwater: \$6,000 (Year 1: \$5000)
Thurston County: \$14,400

This dedicated funding has been instrumental in keeping South Sound GREEN financially diverse and sustainable:

- ILA contributions amounted to 38% total program budget
- Cost share benefits means each jurisdiction pays just 1/3 of that amount but gains collective benefit on collaborative events
- Allowed program to leverage funding to secure a total of \$184,823 in grants and an additional \$207,354 via other funding contributions



South Sound GREEN Financial Overview (2016-2020)

City of Olympia Cost Breakdown

- \$64,800 contributed (as of June 30, 2020)
- 4,081 individuals served through the program as of June 30, 2020 (includes teachers, students and volunteers)
- Cost per person: \$15.88

Operational Cost Increases

Through this contract period (2016-2020), South Sound GREEN has seen increased operational cost increases across many categories, but primarily in the cost related to water quality testing equipment, and transportation expenses to transport students to and from their monitoring sites.

The table below shows some of these increases:

Increase in Operation Costs (2016-2020)				
	2015	2020	Annual Change	Notes
Substitute Teacher	\$158/ full day sub	\$174.88/full day sub	+\$253.20	At least 15 full day subs
Nitrate Kit (LaMotte 3354)	\$57.95/kit	\$63.80/kit	+\$58.50	10 kits
Wide Range pH Kit (Hach)	\$71.89/kit	\$87.35/kit	+\$154.60	10 kits
Fecal coliform broth (Millipore)	\$72/50 ampoules	\$86.80/50 ampoules	+\$148	10 packs
Bus to Monitoring Site	\$90.39 (round trip)	\$143.57 (round trip)	+\$1861.30	35 buses
Administrative Fees*	\$9,271.92/ year	\$13,383.36/ year	+\$4111.44	Admin adjustments for 2 SSG staff
Total Annual Increase in Cost of Doing Business			\$6587.04	

*Includes staff benefits and annual 2.8% COLA

2016-2020 Increased Participation

Since 2016, South Sound GREEN has experienced a significant increase in participation from area teachers and students.

- Participation in water quality testing has increased from 43 teachers in 2016 to 63 teachers in 2020
- In 2018, Washington State began implementing the Next Generation Science Standards (NGSS), which have a focus on student-directed learning and local phenomena. The South Sound GREEN offers these local, hands-on, and relevant experiences through water quality testing, and the flexible program model allows students to ask questions and design investigations based on those questions.
- South Sound GREEN influences student performance on state standardized testing, particularly related to data analysis:

“(Teachers) believe that water quality testing helped their students, that the hands on, community engagement and Green congress provided kids with opportunities to experience science first hand. That by having participated in WQT they were 1) ready for application of science in labs and on the test (reading and understanding data) and 6th grade teachers told me that they can tell which students participated in WQT and which ones have not had the opportunity. “

*-Jana Brock
North Thurston Public Schools*

- The Teacher Principal Evaluation Program (TPEP) assesses teachers on their community connections and how they engage their students in local issues/events. Teachers and principals alike value our community-minded educator cohort
- Teachers value the opportunity South Sound GREEN provides to work with science professionals, inspire action and behavior change amongst their students, a connection to their community, and multiple opportunities to get kids outside through field experiences.

Vision for the Future (2021-2025)

The South Sound GREEN model has been in high demand among area teachers and that demand will increase in the coming years. Not only are educators searching for ways to teach their students about water quality, but also to instill a sense of community service through on the ground projects. The “need to continue to educate individuals and communities about ways that they can become part of the solution” is one of five strategies for Puget Sound recovery as listed in the Puget Sound Partnership’s Action Agenda (Puget Sound Partnership). Over the past five years, South Sound GREEN has educated thousands of students about the

effects of stormwater pollution and what they can do to make a difference through hands-on science that aligns with state learning standards. Looking to the future we aim to increase the numbers of teacher, student and community volunteers participating in the following ways:

Relevance to Western Washington Phase II Municipal Stormwater Permit

South Sound GREEN will continue to work directly with City and County staff to meet requirements under the Municipal Stormwater Permit as written below:

55C.1 Public Education and Outreach

The SWMP shall include an education and outreach program designed to:

- *Build general awareness about methods to address and reduce impacts from stormwater runoff.*
- *Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.*
- *Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.*

Program Tracking and Evaluation

South Sound GREEN will continue to evaluate the effectiveness of the program through: pre- and post-surveys, and through soliciting feedback from teachers, volunteers, and program partners. Specifically, we will evaluate the increased learning around stormwater runoff and behavior change achieved as a result of the program. South Sound GREEN will utilize both internal and external evaluators when appropriate.

2020-2025 Anticipated Increased Participation

Participation in South Sound GREEN is at its highest level ever, and more growth is on the horizon:

- Beginning in Fall of 2020, all 5th grade classes within the North Thurston Public Schools will participate in water quality testing under the Fieldstem Model
- In early 2020, South Sound GREEN expanded into Bush Middle School, serving all 150 of their 6th grade students. We plan to continue this partnership in Fall of 2020 and beyond, and are making plans to further expand both water quality testing and involvement in Student GREEN Congress within the Tumwater School District
- Annual participation within the Olympia School District continues to increase each year and are prepared to meet the growing needs of 4th-8th grade teachers and students in the OSD.

- Smaller school districts such as Griffin and Rainier continue to participate at the same level as in previous years, with some increased participation in professional development and action project opportunities.
- The interest in this program will continue to grow over the next five years due to the locally relevant, authentic and student-directed science experiences, classroom support, and professional development offered by South Sound GREEN.
- With this expansion of participating classes, we will also recruit and train adult water quality volunteers through our Water Watchers program, increasing volunteer involvement by at least 10%.

Additional Program Development

South Sound GREEN has the resources and expertise to expand our programming to the K-12 community on new and relevant projects that build on knowledge of stormwater runoff and the Puget Sound ecosystem. Some examples are listed below.

1. **Implement Drain Rangers Curriculum.** This curriculum, developed by the Pacific Education Institute and Puget Sound Starts Here, focuses on school yard studies of stormwater runoff. A Drain Rangers program within South Sound GREEN would involve:
 - a. Classroom visits on selected lessons
 - b. Field exploration of stormwater issues at school campuses
 - c. Potential of hosting a collective Drain Rangers/Water event in January
 - d. Scalable to address the needs of school district

Draft Drain Rangers Budget*	
Staff Time (classroom visits, event planning, overall coordination)	\$3500
Travel	\$56.50
Supplies (soil probe, rain gauges)	\$900
	\$4456.5

*Based on 10 classes/250 students

2. **Salmon Education through the McLane Nature Trail.** In Fall of 2019, South Sound GREEN coordinated field trips to the McLane Salmon Trail on behalf of Thurston County. This pilot project coordinated teachers and volunteers, provided bus and sub reimbursement for visits, and offered pre and post teaching resources. Visits to McLane Salmon Trail provide authentic, in person experiences with wild spawning chum salmon, and dovetail with class studies on water quality, life cycle, habitat, and many more themes. A McLane Salmon Trail program within South Sound GREEN would involve:

- Classroom visits on salmon habitat, salmon life cycle and salmon dissections (upon request)
- Coordination with teachers to schedule visits and minimize impact to the trail
- Coordinate with volunteer Salmon Stewards to provide guidance during all school visits to the trail
- Bus and sub reimbursement for field experience

Draft McLane Salmon Trail Budget*	
Staff Time (classroom visits, tours at trail, teacher and volunteer coordination)	\$1127.60
Travel	\$65.40
Bus (10 classes)	\$3000
	\$4193

*Based on 10 classes

Adapting for the Future

Though the average school day has changed largely due to distance learning in the face of COVID-19, South Sound GREEN is committed to adapting our programming to engage students through a variety of online and in person tools. Looking ahead to the next five years, South Sound GREEN is committed to grow and adapt by:

- Making adjustments in programming to best serve schools during distance learning and other challenges they face
- Utilize technology (Zoom, Canvas, Google Classroom) to reach students virtually
- Host on-campus water quality testing field experiences
- Meet new and evolving state educational standards
- Continue to meet the increased interest in science-based, hands-on experiences to students in Thurston County
- Taking an effective and efficient program model and build on it to make participation accessible to more students, teachers and community members.

The financial support provided by the City of Olympia through the ILA over the past five years has provided crucial base funding to deliver this excellent program to Olympia residents. We look forward to working with the City of Lacey, City of Tumwater, City of Olympia and Thurston County to continue to bring exceptional opportunities for learning to participants, as well as increase access to this program for more of our students, teachers, and community members. Through the South Sound GREEN program, thousands more students and their families will engage in meaningful watershed educational experiences in the coming years.



South Sound GREEN

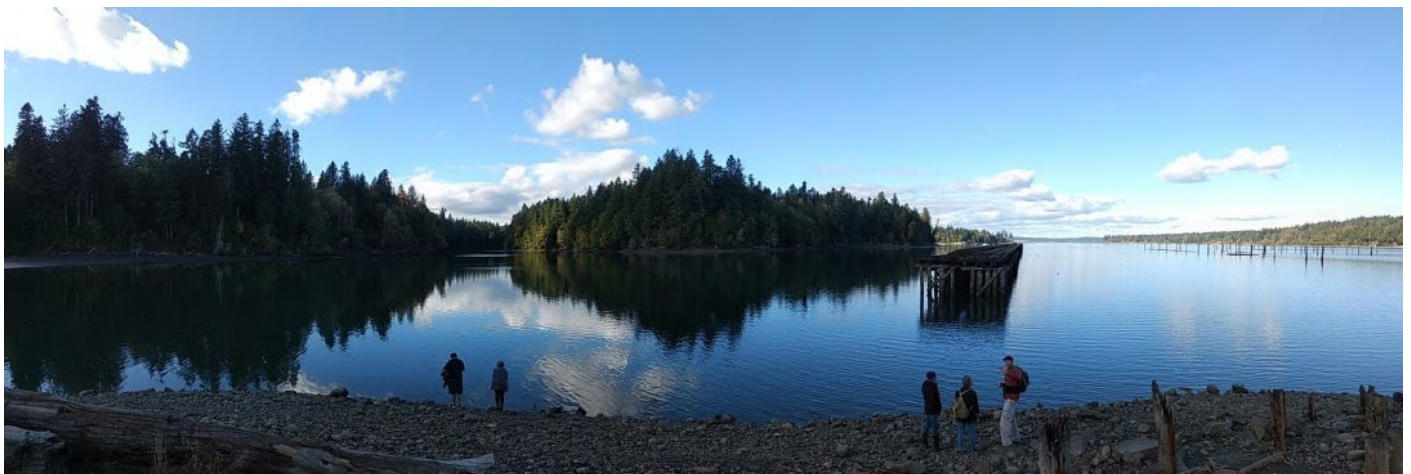
- Global Rivers Environmental Education Network -

ABOUT ▢ • PROGRAM HIGHLIGHTS

• FIELD AND CLASSROOM EXPERIENCES ▢ • TEACHER RESOURCES ▢

South Sound GREEN

Click [HERE](#) for our 2020-2021 School Year Program Information



Connecting Teachers, Students and Watersheds

South Sound GREEN (Global Rivers Environmental Education Network) is a watershed education program in Thurston County that educates, empowers and connects over 60 classrooms and thousands of students in watershed studies annually. Through South Sound GREEN, participants engage in science and engineering practices related to water quality in South Sound. We work with North Thurston Public Schools, Olympia School District, Tumwater School District, Rainier School District, Griffin School District, St. Martin's College, The Evergreen State College, private schools and home-schooled students.

South Sound GREEN has nearly 30 years experience providing watershed education for Thurston County teachers and students. South Sound GREEN is cooperatively sponsored by [Thurston Conservation District](#), [Thurston County](#), [the Cities of Olympia, Tumwater, and Lacey](#), and [Trout Unlimited](#). Additional program funding is provided through grants from various entities. South Sound GREEN also partners with the [Nisqually River Education Project \(NREP\)](#) and the [Chehalis Basin Education Consortium \(CBEC\)](#) in the delivery of annual programs, such as the GREEN Congress, Summer Institute for Teachers, and other student and teacher development opportunities.

Providing Opportunities for Stewardship

Students conduct stream investigations that include water quality monitoring, benthic macroinvertebrate sampling and action projects. Students chosen as delegates take their findings to the annual student GREEN Congress. South Sound GREEN also provides numerous training opportunities for teachers participating in the GREEN program. Nearshore education is an important part of watershed education through the South Sound GREEN program. Students experience nearshore-marine creatures up close at local South Puget Sound shorelines and learn about the food web and habitat that sustains the species of this ecosystem. They also learn about how human actions can impact water quality and local industries such as shellfish harvesting.

South Sound GREEN is funded through the Interlocal Agreement and The Conservation Connection.

For more information about South Sound GREEN, please contact:

Stephanie Bishop
South Sound GREEN Program Coordinator
Thurston Conservation District
(360)754-3588, ext. 108
sbishop@thurstoncd.com







- Hours & Info -

Thurston Conservation
District
2918 Ferguson ST SW, STE
A
Tumwater, WA 98512
360-754-3588
Mon - Fri
8:00am - 4:30pm

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No upcoming events

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City Council

Approval of a Resolution Authorizing an Intergovernmental Agreement between the City of Olympia and Thurston County for Paramedic Services

Agenda Date: 10/20/2020
Agenda Item Number: 4.C
File Number:20-0751

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

Title

Approval of a Resolution Authorizing an Intergovernmental Agreement between the City of Olympia and Thurston County for Paramedic Services

Recommended Action

Committee Recommendation:

Not referred to committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to sign the Intergovernmental Agreement with Thurston County for paramedic services.

Report

Issue:

Whether to approve a resolution authorizing the Intergovernmental Agreement with Thurston County for paramedic services.

Staff Contact:

Toby Levens, Supervisor III, Fire Department, 360.753.8431
Mike Buchanan, Assistant Fire Chief, Fire Department, 360.753.8459

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

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

The Intergovernmental Agreement was negotiated by the Fire Chiefs of the departments providing such services to the system; Fire Chief Mark John and Assistant Fire Chief Mike Buchanan negotiating for the City. The Agreement is essentially unchanged from the Agreement that has been in force for the last four years (2017 - 2020), except for authorizing one additional Paramedic position for reimbursement and allowing reimbursement for open positions. This new Agreement continues this interagency cooperation through 2022.

In 2019, Medic One made payments over \$2,000,000 to the City of Olympia based on the terms of the Agreement. That amount will slightly increase in 2020 primarily due to increased labor costs.

The City of Tumwater and Thurston County Fire District 3 - Lacey have received similar Agreements involving the same terms as Olympia. All three Agreements were presented to the Thurston County Board of County Commissioners at their October 14, 2020 meeting for their signature.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the Resolution authorizing the Intergovernmental Agreement. Accept the terms of the Intergovernmental Agreement and authorize the City Manager to sign the Agreement.
 - a. The Fire Department will continue to provide paramedic services in Olympia and Thurston County.
 - b. Predictable stable revenue will continue to be collected from Thurston County for the provision of this important service.
2. Do not approve the Resolution authorizing the Intergovernmental Agreement and send back to staff.
 - a. Reimbursement for paramedic services in Olympia will be compromised until another contract can be negotiated.
 - b. Loss of paramedic response in Olympia.
 - c. Loss of revenue to the City of Olympia from Thurston County.

Financial Impact:

The contract details payments from Thurston County to the City of Olympia for paramedic service. This contract is expected to bring over \$2,400,000 to the City in revenue for 2021, with increases based on labor cost for the remaining years of the contract.

Attachments:

Resolution

Intergovernmental EMS Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE INTERGOVERNMENTAL EMS CONTRACT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY FOR ADVANCED LIFE SUPPORT (ALS) MEDIC ONE UNITS.

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

WHEREAS, RCW 70.168.120 authorizes counties to establish local emergency medical services care councils; and

WHEREAS, Thurston County Medic One, of which the City of Olympia and Thurston County (the County) are partner agencies, is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

WHEREAS, the County desires to have the City perform emergency medical services through the Medic One program; and

WHEREAS, the City is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the ALS services through the Medic One program.

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

1. The Olympia City Council hereby approves the form of the Intergovernmental EMS Contract between the City of Olympia and Thurston County for Advance Life Support, through the Medic One program, subject to the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Intergovernmental EMS Contract, 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 Contract, 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:

Michael M. Young

DEPUTY CITY ATTORNEY

INTERGOVERNMENTAL EMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

I. SERVICES

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

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

- C.2 In lieu of a County vehicle, the AGENCY may provide a mutually acceptable vehicle for which the COUNTY shall reimburse the AGENCY \$25.00 per day for each day said vehicle is in use as the paramedic response vehicle. Additionally, the COUNTY may provide a mutually acceptable vehicle for which the AGENCY shall reimburse the COUNTY \$25.00 per day for each day of said vehicle use as a BLS response unit. Both the AGENCY and the COUNTY shall coordinate the use of these vehicles prior to their utilization as response units. "Use" is defined as in working order and available for use by the AGENCY.
- C.3. The COUNTY may, with the approval of the AGENCY, provide the AGENCY with an additional vehicle designed and equipped to furnish emergency medical services as required by law. The AGENCY duties set out in Section I.C.1. and Exhibit "A." 11.B. 1-4 of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.
- C.4. Using a mutually agreed upon advanced notification process, the AGENCY may remove a primary Medic Unit from the deployment model for paramedic-level, and suppression-related training following notification of the COUNTY and coordination with partner agencies. At any given time, only one of seven Medic Units shall be marked as Out Of Service (OOS) in CAD, and for no greater than 4 hours at a time.

II. EFFECTIVE DATE; DURATION

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2021. This Contract will terminate on December 31, 2022. This agreement replaces and supersedes all prior interlocal agreements regarding the subject matter contained in this agreement. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

III. THE EMERGENCY MEDICAL SERVICES SYSTEMS COUNCIL

- A. The AGENCY and the COUNTY shall coordinate the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).
- B. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
- C. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent

with State and Federal guidelines. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favor of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.

- B. The COUNTY shall reimburse the AGENCY in twenty-four (24) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to 80 percent (80%) of said costs for the 9-medical dual paramedic staffed units known as "Medic 4" and "Medic 10." The COUNTY shall continuously pay 80% of the costs for the 9-medical dual paramedic staffed units, regardless of whether the position is currently occupied. Any unfilled paramedic position will be paid at the third paramedic step with benefits included at the weighted rate.

In addition, the AGENCY will be reimbursed 80 percent (80%) of said costs for up to one (1) Medical Services Officer (MSO) at any rank within the bargaining unit. Said MSO will not be counted when calculating the staffing allocation described herein.

Reimbursement for this position will be contingent on deliverables. The deliverables will be developed jointly with the AGENCY and the COUNTY and approved by the Director of Medic One prior to the effective date of the contract. For the purposes of paragraph IV(B) of this Contract cost of "paramedical services" will be limited to the following:

- 1. SALARIES AND BENEFITS: The actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY of eighteen (18) paramedic personnel and plus one MSO.

- 2. Overtime in an amount equivalent to six percent (6%) of projected annual base wages for eighteen (18) ALS certified paramedic personnel (18 Firefighter/Paramedic wage X 6% X 80%= Overtime Allotment).

- 3. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and will be reimbursed at 100%. The AGENCY shall maintain physician documentation of disability that resulted in disability overtime scheduling. The AGENCY shall notify the COUNTY of any paramedic that is on disability for an eligible injury. If a medic is on disability, and the AGENCY is reimbursed by a 3rd party payor for any costs that were billed to the COUNTY for this medic, AGENCY shall reimburse the COUNTY for 80% of the amount received from a 3rd party payor.

- 4. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this contract), special events (paragraph IV.E) or paramedic disability (paragraph IV.B.3) may be filled by a firefighter at a lower wage, at the discretion of the

AGENCY. Reimbursement for said firefighter to fill the opening may be requested by the AGENCY.

5. If the AGENCY has adopted a Health Reimbursement Arrangement (HRA) plan offered and administered by the Voluntary Employee's Beneficiary Association (VEBA) Trust for Public Employees in the Northwest, the COUNTY will reimburse the AGENCY for the AGENCY's paramedic contribution amount to this Trust on a semi-annual basis.
- C. The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" attached hereto and made a part hereof, no later than the last day of the month following the close of each pay period identified in Section IV.B. of this Contract. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31st with no extension of the deadline.
- D. The COUNTY shall initiate authorization for payment after receipt of the invoice required in Subsection IV.C. and receipt of any required periodic reports identified in Exhibit "A", Section II.B.3., of this Contract and shall make payment to the AGENCY within thirty (30) days thereafter.
- E. The COUNTY shall reimburse the AGENCY 100 percent (100%) for expenses incurred by the AGENCY as set forth in Exhibit "A" Section II.B.3. and Section II.B.4. of this Contract and for other services rendered at the direction of the COUNTY. (For example: MPD required CME or ride-along time, CBD trainer, oral boards)
- F. The AGENCY may submit expenses incurred by the AGENCY in support of Basic Life Support (BLS) services as identified in Exhibit "B". These services shall be reimbursed from the AGENCY's BLS funds and shall not be reimbursable in the event that the AGENCY's BLS funds are exhausted.
- G. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the purchase, under emergency conditions, of equipment/supplies necessary for performance of this Contract. The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" attached hereto and made a part hereof, no later than the last day of the month following the month of purchase. Extensions may be granted with advanced written notice to the COUNTY at least 10 business days prior to the deadline. For December invoices submitted in January, the deadline shall be 5 business days prior to January 31st with no extension of the deadline.
- H. The COUNTY shall pay for all vaccinations, including Hepatitis B, that are required for entry into Providence St. Peter's Hospital (PSPH) Operating Room. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up titers, to ensure the vaccine was successful. Vaccination records and results of all titers shall be kept at the AGENCY and made available to Medic One and PSPH upon

request. All paramedics shall receive all vaccinations necessary to be eligible for PSPH Operating Room entry.

If a vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots must be restarted due to the failure of a paramedic to obtain the shots on schedule, other than when a medical condition precludes the timely completion of the vaccination series, the AGENCY shall pay for the second vaccine procedure.

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

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

laundry costs multiplied by the ratio of paramedics to operations division personnel multiplied by 80%.

- M. The COUNTY shall reimburse the AGENCY a total of \$12,230.40 annually for fire station building space dedicated to the Medic 4 and Medic 10 vehicles and backup vehicle(s). Reimbursement is based on the following formula for each unit's footprint and required setbacks as follows: *392 square feet (22 feet by 8 feet, and 3 foot setbacks on all sides) x \$0.65 per square foot x 4 vehicles x 12 months. Maximum annual payment is \$12,230.40).*
- N. The AGENCY shall maintain approximately a thirty (30) day level of medical supplies and shall obtain new supplies from the COUNTY. The COUNTY shall reimburse the AGENCY \$1,872.00 annually for ALS supply storage space at two (2) fire stations. Reimbursement is based on the following formula: *120 square feet X \$0.65 per square foot x 2 offices x 12 months.* The AGENCY shall keep records of medical supplies used in the thirty (30) day period and submit these records to the COUNTY on a monthly basis.
- O. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's mandatory monthly "in-service" lecture/run review, and when required by the Medical Program Director, or his designees, to attend trainings, which are in excess of the requirements for recertification through the Washington State Department of Health. (For Example: software training, medical equipment training, remedial education).
- P. The COUNTY shall initiate authorization for payment after receipt of the AGENCY'S invoice required in Section IV.C., Section IV.E., and Section IV.F. of detailing reimbursement of eligible costs under this Contract and shall make payment to the AGENCY within thirty (30) days thereafter. The AGENCY shall provide appropriate documentation of requested costs.
- Q. The COUNTY shall reimburse the AGENCY \$2,667.20 annually for fire station office space dedicated for paramedic use, at two (2) fire stations. Reimbursement is based on the following formula: *100 square feet x \$16.67 per square foot x 2 offices x 80%, per year.*
- R. The COUNTY shall provide the AGENCY one annual reimbursement of \$20,000.00 per frontline paramedic unit to offset costs associated with managing the Medic 4 and Medic 10 paramedic units in the Medic 4 and Medic 10 paramedic zones. The total annual reimbursement will be \$40,000.
- S. The COUNTY will budget \$210,000 annually for paramedic-in-training support. Each of the three (3) EMS/ALS contract agencies will be allowed two (2) paramedic-in-training positions annually but, by formal agreement between each AGENCY and the COUNTY, an agency may choose to release its annual paramedic-in-training position for use by another EMS/ALS contract AGENCY. The COUNTY will reimburse the AGENCY incurring the cost for paramedic-in-training. The AGENCY will submit the reimbursement claim on standard contract reimbursement forms identifying the approved paramedic-in-training

by name. The AGENCY shall formally notify their ALS partner agencies of any unused positions. In the event a position will be unused by any ALS agency, the COUNTY shall notify the EMS Council. These funds will then become available to all Thurston County fire agencies for paramedic school support as provided for in EMS Council policy and procedure.

The COUNTY shall reimburse the AGENCY \$35,000 fixed payment in two equal installments, one at the beginning and one at completion. If the student is unsuccessful, the second half will not be billed. To be eligible for the reimbursement, the AGENCY must demonstrate the following:

1. The student is currently employed by the AGENCY; and
 2. Is up to date on training and is an affiliated Thurston County EMT; and
 3. Has undergone an AGENCY designed and MPD approved selection process; and
 4. Has successfully gained valid paramedic certification in Washington State; and
 5. Has passed the Thurston County Medic One Protocol Test and Oral Boards.
- T. If the AGENCY employs more than the allotted (9) paramedics per Medic Unit, the COUNTY shall reimburse the AGENCY the wage differential between assigned position levels and equivalent paramedic step salary for one (1) per medic unit. These paramedics are eligible for continuing medical education (CME) funds as allocated through the Medic One CME Fund policy and are eligible for 100% OT reimbursement for attending in-service.
- U. In the event that the AGENCY, or the COUNTY, needs to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited period of time, the allowance for a single paramedic unit with an EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic, extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operation of seven (7) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

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

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the

AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for at least three (3) years after its expiration. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

VI. STANDARDS FOR PARAMEDIC TRAINING

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

VII. ASSIGNMENT/SUBCONTRACTING

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

VIII. FUTURE SUPPORT

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

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

IX. COMPLIANCE WITH LAWS

The parties, in performance of this Contract, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and

operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

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

XI. RELATIONSHIP OF PARTIES

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

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

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

- E. In the event that the COUNTY the AGENCY individually or collectively with other AGENCIES providing paramedic services under this contract have reached an impasse regarding a material portion of this contract, the COUNTY and the AGENCY/AGENCIES may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third-party entity shall be mutually agreed upon by all parties prior to engagement of the neutral third-party entity. Further, all parties shall agree to the purpose for which the neutral third-party entity shall be engaged and said purpose will be reduced to writing and signed by all parties. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third-party fact-finding services and recommendation shall be borne equally by all parties involved.

XII. POLITICAL ACTIVITY PROHIBITED

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

XIII. INDEMNIFICATION; HOLD HARMLESS

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.
- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.

- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

XIV. INSURANCE

- A. The COUNTY shall for the duration of this CONTRACT, self-insure or provide insurance coverage for vehicle damage to all vehicles provided under Section I.C. of this Contract.
- B. The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expense:
 - 1. **Professional Legal Liability:**
The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the AGENCY'S services as defined by this Contract including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Contract.
 - 2. **Commercial General Liability:**
The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Contract or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
 - 3. **Business Automobile Liability:**
The AGENCY shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$2,000,000.00 each accident combined bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
 - 4. **Worker's Compensation:**
The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.

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

Thurston County Department of Human Resources
Attn: Thurston County Risk Manager
2000 Lakeridge Drive SW
Olympia, Washington 98502-6045
 - (b) The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Office.
 - (c) The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
 - (d) The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having AM. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
6. Other Insurance Provisions:
- (a) The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.
 - (b) Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.

- (c) The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (d) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (e) The AGENCY shall meet all of the insurance requirements in Sections 5. and 6. by its participation as a member of the Washington Cities Insurance Authority, which includes contractual liability coverage.
- 7. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of medical malpractice insurance premiums.
 - 8. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of general and auto liability insurance premiums associated with this Contract.
 - 9. The Agency shall submit to the Thurston County Medic One office an invoice executed in accordance with Exhibit "B" attached hereto, no later than November 1st for reimbursement of the cost of insurance as described in Section XIV.B.1. and Section XIV.B.2 and Section XIV.B.3. The AGENCY shall provide documentation with the invoice that supports the amount invoiced.
- C. In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in Subsection B, by proof of coverage afforded by the Washington Cities Insurance Authority (WCIA).

XV. TREATMENT OF ASSETS

- A. Title to all property furnished by the COUNTY shall remain in the name of the COUNTY.
- B. Title to all nonexpendable personal property and all real property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the COUNTY.
- C.1. The COUNTY shall be responsible for any loss or damage to property of the COUNTY incurred in the performance of the Contract which results from:
 - (a) Normal wear and tear;
 - (b) Road hazards not reasonably foreseeable;
 - (c) As among the parties to this Contract, the negligence of a person not a party to this Contract;
 - (d) Theft and vandalism.
- C.2. Any other loss or damage to property of the COUNTY incurred in the performance of this Contract shall be borne in the following manner:
 - (a) The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.

- (b) The COUNTY shall be responsible for the remainder.
- C.3. The AGENCY shall be responsible for any loss or damage to property of the COUNTY when such loss or damage results from:
 - (a) Willful misconduct or negligence on the part of the AGENCY or its employees.
 - (b) Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Contract.
- D. Upon the happening of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, whether or not covered by Section XV.C. of this Contract, the AGENCY shall take all reasonable steps to notify the Medic One Administrator, of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.
- E. The AGENCY shall surrender to the COUNTY all property of the COUNTY within fifteen (15) days after rescission, termination or completion of this Contract unless another date for surrender of said property is mutually agreed upon by the parties.

XVI. SUSPENSION, TERMINATION AND CLOSE-OUT

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

- A. Suspension: If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written notice of intent to suspend the Contract and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) days following written notification of suspension to the AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing

that the period of suspension has ended and shall specify the effective date of the end of such suspension.

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

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

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
 2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XVI A.
- C. Termination for Cause by Agency: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.
- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated;
 2. By either party with the mutual consent of the other party, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.
- E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:

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

XVII. JURISDICTION

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

XVIII. SEVERABILITY

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

XIX. ENTIRE AGREEMENT

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

DATED: _____

CITY OF OLYMPIA

Steven J. Burney, City Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:
CITY OF OLYMPIA

Michael M. Young

By: Deputy City Attorney

DATED: _____

BOARD OF COUNTY COMMISSIONERS

Chair

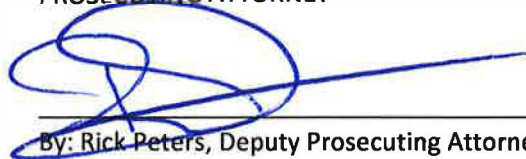
Commissioner

Commissioner

ATTEST:

Clerk of the Board

JON TUNHEIM
PROSECUTING ATTORNEY



By: Rick Peters, Deputy Prosecuting Attorney

EXHIBIT A: SERVICES**I. SERVICE AREA**

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 4" and "Medic 10." The normal paramedic service area will be the areas known as the "Medic 4 Olympia" zone and "Medic 10 West County" zone as described by the COUNTY. The AGENCY will be responsible for consistently stationing units within each zone and providing service with the described paramedic units within the Medic 4 (station O-4) and Medic 10 (station O-2) zones. The COUNTY is required to notify the AGENCY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system and Medic Units will be considered a COUNTY resource for response and coordination purposes.

II. SERVICES

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

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

4. The AGENCY shall provide repairs and maintenance of such vehicles other than routine as needed. Such services shall be coordinated with the COUNTY and the COUNTY shall be notified and must approve in advance, except under emergency conditions, any repair expected to exceed \$1,000.00. Request for payment shall be submitted to the COUNTY in a timely manner, not to exceed sixty (60) days after completion of work.

EXHIBIT B: INVOICING

INTERGOVERNMENTALS CONTRACT

INVOICE

VENDOR:

THURSTON COUNTY MEDIC ONE
ATTN: SANDRA BUSH, ADMINISTRATIVE SUPERVISOR
 2703 PACIFIC AVENUE SE, SUITE C
 OLYMPIA, WASHINGTON 98501
 Phone: 360.704.2784 Fax: 360.704.2781
 E-mail: sandra.bush@co.thurston.wa.us

SERVICE DESCRIPTION	CODE	AMOUNT
MEDICAL SUPPLIES*	28 531012	
EMPLOYEE UNIFORMS, BODY ARMOR*	28 531003	
ROUTINE LAUNDRY SERVICE - MONTHS(S) OF _____	28 541000	
FUEL/OIL - MONTH(S) OF _____	28 532000	
SCBA GEAR*	28 535000	
ADMINISTERED MEDICAL SERVICES*	28 541000	
STORAGE/SPACE REIMBURSEMENT - ALS Supply & Medic Unit Storage, PM Office Space	25 545000	
LIABILITY INSURANCE*	25 546000	
MEDIC UNIT REPAIRS* - PARTS ONLY	28 531000	
MEDIC UNIT REPAIRS* - LABOR ONLY	28 548003	
BIO HAZARD REMOVAL*	28 549000	
80% PERSONNEL COSTS - MONTH OF _____	25 541000	\$0.00
89% PERSONNEL COSTS - MONTH OF _____	25 541000	\$0.00
100% DISABILITY OVERTIME COSTS - MONTH OF _____	25 541000	\$0.00
BLS INVOICING	85 531000	
OTHER (DETAIL) _____		
OTHER (DETAIL) _____		
OTHER (DETAIL) _____		
*ATTACH COPIES OF PAID INVOICES FOR THESE ITEMS	INVOICE TOTAL:	\$0.00

I, the undersigned do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described hereon and that the claim is a just, due and unpaid obligation against the County of Thurston, and that I am authorized to authenticate and certify to said claim.

Subscribed this _____ day of _____, 20____ for _____

VOUCHER PREPARER _____

APPROVED AND AUTHORIZED BY*

Contractor

For Contractor

MEDIC ONE AUDITOR _____

APPROVED AND AUTHORIZED BY

For Medic One

INVOICES ARE DUE TO MEDIC ONE BY THE THIRD TUESDAY OF THE MONTH FOLLOWING THE MONTH OF SERVICE

**Original signature of ALS Contractor's chief officer, administrative or accounting supervisor required.*

INTERGOVERNMENT ALS CONTRACT

80% PERSONNEL COSTS

CONTRACTOR: _____
MEDIC UNIT: _____
FOR THE MONTH OF: _____

EMPLOYEE	SALARY	HOLIDAY PAY	BENEFITS	RETIREMENT	LONGEVITY	EMPLOYER PAID TAXES	SALARY ADJUSTMENTS	6% OT CAP	
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
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								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
TOTALS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL PERSONNEL COSTS: _____ **\$0.00**

X .80 = **\$0.00**

TRANSFER TOTAL TO 80% PERSONNEL COSTS' OF EXHIBIT 'B' - INVOICE

INTERGOVERNMENTAL ALS CONTRACT

89% PERSONNEL COSTS

CONTRACTOR: _____
 MEDIC UNIT: _____
 FOR THE MONTH OF: _____

EMPLOYEE	SALARY	HOLIDAY PAY	BENEFITS	RETIREMENT	LONGEVITY	EMPLOYER PAID TAXES	SALARY ADJUSTMENTS	6% OT CAP	
								0.00	0.00
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TOTALS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL PERSONNEL COSTS: _____ **\$0.00**
 X .89 = **\$0.00**

TRANSFER TOTAL TO 80% PERSONNEL COSTS' OF EXHIBIT 'B' - INVOICE

INTERGOVERNMENTAL ALS CONTRACT

100% DISABILITY OVERTIME PERSONNEL COSTS

CONTRACTOR: _____

FOR THE MONTH OF: _____

EMPLOYEE	OVERTIME DATE(S)	EMPLOYEE COVERED	OVERTIME RATE	OVERTIME HOURS	TOTALS
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
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					0.00
TOTALS:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
				100%	<u>\$0.00</u>

TRANSFER TOTAL TO 100% DISABILITY COSTS' OF EXHIBIT 'B' - INVOICE

INTERGOVERNMENTAL ALS CONTRACT

100% INSERVICE OVERTIME PERSONNEL COSTS

CONTRACTOR: _____

FOR THE MONTH OF: _____

EMPLOYEE	OVERTIME DATE(S)	EMPLOYEE COVERED	OVERTIME RATE	OVERTIME HOURS	TOTALS
					0.00
					0.00
					0.00
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					0.00
					0.00
					0.00
TOTALS:					\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				100%	\$0.00

TRANSFER TOTAL TO 100% DISABILITY COSTS' OF EXHIBIT 'B' - INVOICE



City Council

Approval of General Government Committee Recommended Appointments of Community Representatives to the Police Use of Force Events Board

Agenda Date: 10/20/2020
Agenda Item Number: 4.D
File Number:20-0835

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

Title

Approval of General Government Committee Recommended Appointments of Community Representatives to the Police Use of Force Events Board

Recommended Action

Committee Recommendation:

The General Government Committee recommends approval of the appointments listed below.

City Manager Recommendation:

Move to approve the appointment of Reiko Callner, Garrett Cooper, Anna Held, Derrick Hiebert, Kim Murillo and Tadeu Velloso to serve as Community Representatives on the Police Use of Force Events Board with terms ending March 31, 2024.

Report

Issue:

Whether to make the recommended appointments to the Police Use of Force Events Board

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, Executive, 360.753.8361

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The General Government Committee interviewed Reiko Callner, Garrett Cooper, Anna Held, Derrick Hiebert, Kim Murillo and Tadeu Velloso at its October 5, 2020, special meeting and recommends their appointments to create a pool of six community representatives on the Police Use of Force Event Board, in keeping with the requirements of Initiative 940.

The candidates' applications and resumes are attached.

Neighborhood/Community Interests (if known):

N/A

Options;

1. Approve the appointments as recommended.
2. Do not approve the appointments and send the issue back to the General Government Committee. This would delay the appointment schedule and leave the City without a pool of Community Representatives to choose from if needed for an Independent Investigation Team

Financial Impact:

None

Attachments:

Reiko Callner Application and Resume
Garrett Cooper Application
Anna Held Application and Resume
Derrick Hiebert Application and Resume
Kim Murillo Application and Resume
Tadeu Velloso Application and Resume

Profile

Anna

First Name

Held

Last Name

Middle Initial

Email Address

Home Address

Suite or Apt

Olympia

City

WA

State

98506

Postal Code

Home:

Primary Phone

Home:

Alternate Phone

Sponsored Research Officer

Occupation

Which Boards would you like to apply for?

Community Representatives for Police Use of Force Events Board : Submitted

Select Your Neighborhood (you must live within Olympia City limits to serve on a board or commission) * Bigelow Highlands

If you choose "other" please write in your neighborhood here:

Interests & Experiences

Question applies to multiple boards

1. Briefly describe why you wish to serve on this advisory committee.

It is extremely important that police use of force investigations be fair and transparent. Without that, it becomes difficult for the public to trust that the police and their government are actually working in their bare interest. I wish to serve on the advisory committee because I want to help strengthen the investigative process, rebuild public trust in our democratic institutions, support constitutional rights, and make sure every party is held accountable for their actions in situations where force is used by the police. I will also bring a strong understanding, in part informed by personal knowledge as a transgender person, of the real dangers people in our community face: primarily domestic and sexual violence, drug dependence, and losing their homes.

Question applies to multiple boards

2. Describe your experience, qualifications, and/or skills which would benefit this advisory committee.

I am non-practicing but active-licensed attorney in the State of Washington with a specialty in administrative law (which is most at play in internal police investigations). In the past I have actively litigated civil cases and interacted with police officers in various capacities--sometimes using their process service powers, sometimes communicating with them on behalf of my clients, and a few times questioning state liquor investigators (most of whom are former police officers) as witnesses. My current work is in financial compliance at the Fred Hutchinson Cancer Research Center, where I ensure that researchers properly report potential conflicts of interest and acquire the required ethics clearances before I allow their budgets to be used. I have been trained and am experienced in constitutional law, administrative processes, compliance mechanisms, evidence review, and the general processes of investigation, civil litigation, and criminal procedures. I believe my experience as a lawyer and as a financial compliance officer provide me with a solid collection of skills to serve as a Citizen Representative for Police Use of Force Events.

Question applies to multiple boards

3. Describe your involvement in the Olympia community.

I am a new member of the Olympia community and as such have not had an opportunity until now to become involved in any civic service. But I am extremely excited to help Olympia take its next steps in building a transparent investigation process of instances of use of force by police officers. I also believe being new the community will make it easier for me to be impartial in carrying out the duties of a Citizen Representative.

Question applies to multiple boards

6a. Do you wish to be considered for appointment to another advisory committee?

Yes No

Question applies to multiple boards

6b. Do you wish to be considered for future appointment to this committee?

Yes No

Question applies to multiple boards

If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for in order of interest.

Question applies to multiple boards

7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?

Yes No

Question applies to multiple boards

8. Citizens appointed to advisory committees are assigned and required to use a City email address for all advisory committee business.

Do you agree to comply with this expectation?

I Agree *

[Resume.pdf](#)

Upload a Resume

Question applies to Community Representatives for Police Use of Force Events Board

17. Please share any experience or training you have had around understanding and recognizing implicit bias and how it works.

As an employee of the Fred Hutch Cancer Research Center, I have taken part in numerous internal townhalls geared toward understanding and recognizing implicit bias and institutional racism, sexism, and anti-LGBTQ sentiments. I have attended Continuing Legal Education courses on the role of bias in the legal system. At law conferences I have attended, I observed presentations on bias in the legal profession. In law school and college, I also attended trainings that covered implicit bias against LGBTQ people, particularly trans people. And as a trans and LGBT person myself, I have personally experienced instances of implicit bias against me in the workplace (not at my current workplace) and in public. Also for this reason, the name on my professional qualifications will not match the name I use and have given here.

Question applies to Community Representatives for Police Use of Force Events Board

18. As a non-law enforcement community representative on an Independent Investigation Team you may be exposed to stark and disturbing crime scene information and/or images that show moments of crisis or violence. How does your background prepare you to process and cope with such information?

As a clerk to Judge Eva Temple in Hermiston, OR, I observed regular court sessions with the bulk of cases involving domestic violence, sexual violence, and assaults. I have heard testimonies given by victims of domestic and sexual violence regarding the beatings, rape, and threats of gun violence they endured before seeking restraining orders. I also worked as a law clerk at a worker's compensation firm in Eugene, OR, where I read numerous case files regarding gruesome injuries and medical documentation on the procedures our clients had to endure to recover as best they could from those injuries. Those injuries ranged from the crushing of limbs to severe car accidents that ended in death. Finally, as an immigration attorney in Springfield, OR, I represented primarily women who were claiming asylum status in the US after escaping incredible violence in their homeland of Guatemala where sexual violence and the murder of women is so widespread that it is almost impossible to comprehend. To represent their cases as effectively as possible to the Immigration Judges in our area, I interviewed clients about, and reviewed and drafted written statements regarding, numerous cases of rape, death threats, and the gauntlet of violence they faced in their journey through Mexico to the US border to claim asylum. Unfortunately, I am experienced and prepared to cope with being exposed to stark and disturbing crime scene information and images.

Anna Held

Multilingual Lawyer and Research Administrator

LANGUAGES

English

Native Proficiency

German

Professional Working Proficiency

Dutch

Working Proficiency

Russian

Basic Proficiency

Spanish

Basic Proficiency

SKILLS

Research

Writing

Public Speaking

Active Listening

WORK EXPERIENCE

Sponsored Research Officer

Fred Hutch Cancer Research Center

07/2019— Present

Medical Research Non-Profit

Achievement and Tasks

- ◇ Review and proof grant proposals
- ◇ Review, negotiate, and execute research agreements
- ◇ Conduct financial and ethics compliance checks

Associate Attorney

Macpherson, Gintner & Diaz

01/2019— 06/2019

Law Firm—Civil Litigation, Property Law, Construction and Real Estate

Achievement and Tasks

- ◇ Served as trial attorney on multiple tort and contract cases
- ◇ Drafted contracts and deeds valued in millions of dollars
- ◇ Managed caseload ranging from personal injury to expungements

Attorney and Owner

Held Legal LLC

10/2017— 01/2019

Law Firm—Liquor Law, General Civil Matters

Achievement and Tasks

- ◇ Successfully litigated against the Oregon Liquor Control Commission
- ◇ Handled matters ranging from “Special Immigrant Juveniles” to contract drafting
- ◇ Managed all aspects of law practice, including accounting, clerical work, and legal representation

Immigration Attorney (Contract)

Valley Imm. Training and Advocacy Legal Services (VITALS)

09/2017— 01/2019

Non-Profit Law Firm— Immigration Law: Asylum and Removal Waivers

Achievement and Tasks

- ◇ Served as trial attorney on multiple tort and contract cases
- ◇ Drafted contracts and deeds valued in millions of dollars
- ◇ Managed caseload ranging from personal injury to expungements

EDUCATION

Juris Doctor

University of Oregon Law School

08/2014— 05/2017

Works and Achievements

- ◇ Final thesis — The Paradox of Waitangi: Why the Aotearoa/New Zealand Constitution Will Never Guarantee Māori Rights
- ◇ Advised non-profits through Non-Profit Law Clinic

Bachelor of Arts cum laude

Ripon College

08/2010— 05/2014

Works and Achievements

- ◇ Philosophy major thesis — The Devil Made Me Do It?: Ethics in a Deterministic World
- ◇ Psychology major thesis — Evaluating Assessments of Moral Development
- ◇ German major thesis — Ungelernten Lehren des Holocausts: Deutschland und die Eurokrise (Unlearned Lessons of the Holocaust: Germany and the Eurocrisis)
- ◇ Honors: Phi Beta Kappa, Psi Chi, Delta Phi Alpha, DPA Junior Foreign Study Scholarship, Ripon College Philosophy Award, 4-year Choral Scholarship

ORGANIZATIONS

Washington State Bar (06/2020—Present)

Active Member, WSBA# 56455

Oregon State Bar (10/2017— Present)

Inactive Member, OSB# 173702

Cascadia Wildlands (06/2018 — Present)

Volunteer

Eugene Toolbox Project (08/2018 — 01/2019)

Board Member, Volunteer

National Korean American Service and Education Consortium (07/2018 — 08/2018)

Immigration Legal Support for “Journey to Justice” bike campaign for citizenship for all

PRESENTATIONS AND COURSES

Theatre Accents and Dialects Course (04/2020)

Visual and Performing Arts Department, Michigan Technological University, Houghton MI

- ◇ Virtual guest to assist students in German accent and pronunciation for acting

The Paradox of Waitangi: Why the Aotearoa/New Zealand Constitution Will Never Protect Māori Rights (05/2017)

Comparative Indigenous People’s Law Course, University of Oregon, Eugene OR

- ◇ Presented law thesis paper on the internal contradictions of New Zealand constitutional law, particularly between parliamentary supremacy and the Treaty of Waitangi with the Māori

Widerstand im nationalsozialistischen Deutschland (Resistance in Nazi Germany) (04/2014)

German Undergraduate Research Conference 2014, Illinois-Wesleyan University, Bloomington IL

- ◇ Presented on and compared three resistance groups in Nazi Germany: The White Rose, the von Stauffenberg Conspiracy, and the Red Orchestra

Profile

Derrick

First Name

C

Middle Initial

Hiebert

Last Name

Email Address

Home Address

Suite or Apt

Olympia

City

WA

State

98502

Postal Code

Home:

Primary Phone

Home:

Alternate Phone

Emergency Manager

Occupation

Which Boards would you like to apply for?

Community Representatives for Police Use of Force Events Board : Submitted

Select Your Neighborhood (you must live within Olympia City limits to serve on a board or commission) * Burbank Elliott

If you choose "other" please write in your neighborhood here:

Interests & Experiences

Question applies to multiple boards

1. Briefly describe why you wish to serve on this advisory committee.

As an emergency manager, but not a member of the law-enforcement community, I work in a law enforcement adjacent position and have experience working with officers as individuals. As the parent of two, bi-racial black children I want to be part of making the world safe for everyone. I believe the only way to build a world that both respects officers as individuals and is safe for my children and family is to ensure we have an unbiased, meaningful institution that can hold people accountable. Accountability is the most critical component of functioning institutions. It has made American civil service reliable and honest. I believe it is the key to better community-law enforcement relations AND safer communities as well.

Question applies to multiple boards

2. Describe your experience, qualifications, and/or skills which would benefit this advisory committee.

I work in hazard mitigation (risk reduction) and emergency management for King County. I am both responsible for working with law enforcement AND integrating equity and social justice principles into my daily work. My work requires me to work with anyone AND keep an eye toward justice, fairness, and equity. In my work I focus on disaster risk reduction, stakeholder engagement, and partnership building in a very consensus-focused work culture. My work at the intersection of multiple professions has me engaging regularly with people from all backgrounds, whether at community events, meeting with public works directors, or leading a section in the emergency operations center. I am a skilled facilitator and convener of people and I excel at listening to the views of a diverse group, pulling those views together, and putting them to paper in a way that is respectful of the original speakers. I believe this committee could use someone both with my background at the intersection of emergency management and equity and social justice and someone who can be both a facilitator and consensus builder on extremely critical and emotional issues.

Question applies to multiple boards

3. Describe your involvement in the Olympia community.

I have two children, ages 8 months and 3.5 years. My wife and I moved here in 2016 for her work. Since that time, we have attended dozens of events. Joined a church and community organizations. We have sought to know the community. While I do not currently serve as a leader in any capacity, I believe that can be a strength - I have spent a lot of time listening and learning from the community and I believe this is a way I am qualified to give back.

Question applies to multiple boards

6a. Do you wish to be considered for appointment to another advisory committee?

Yes No

Question applies to multiple boards

6b. Do you wish to be considered for future appointment to this committee?

Yes No

Question applies to multiple boards

If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for in order of interest.

Utility Advisory Committee Planning Commission

Question applies to multiple boards

7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?

Yes No

Question applies to multiple boards

8. Citizens appointed to advisory committees are assigned and required to use a City email address for all advisory committee business.

Do you agree to comply with this expectation?

I Agree *

[D. Hiebert Resume 2020.pdf](#)

Upload a Resume

Question applies to Community Representatives for Police Use of Force Events Board

17. Please share any experience or training you have had around understanding and recognizing implicit bias and how it works.

I have completed implicit bias training as a state employee and a much more extensive, 30-hour course with King County Office of Equity and Social Justice. I have read extensively history and biography and have seen how our country built inequity through public programs and projects that benefited only a few. I have also been married to a black woman for over 15 years and have seen her through a professor at the University of Washington who asked her to adjust scores of black and brown students in her sample "down to the black average" while she earned her PhD. I saw how the failure to get justice after Trayvon's killing broke her. I understand implicit bias through these stories, training, and much more. I am personally aware and, as someone who works with people on their worst days, of how to keep my own perspective...in perspective.

Question applies to Community Representatives for Police Use of Force Events Board

18. As a non-law enforcement community representative on an Independent Investigation Team you may be exposed to stark and disturbing crime scene information and/or images that show moments of crisis or violence. How does your background prepare you to process and cope with such information?

As an emergency manager, I am trained to deal with catastrophic incidents and disturbing situations. In COVID 19, for example, I supported healthcare workers and others by purchasing and supplying PPE. I saw their stories first hand. I also have studied extensively disasters and emergencies from earthquakes to terrorist attacks. Finally, as someone with Jewish heritage, as a child I studied and learned about genocide, discrimination, and violence. I have learned to see something that happened and focus on what we can do to mitigate it. That doesn't mean we can always make what happened better, but it does mean we can maybe prevent further harm.

Derrick C. Hiebert

Olympia, WA 98502 |

Certified Emergency Manager with experience leading state and local hazard mitigation planning and disaster recovery programs and supporting disaster response in the Emergency Operations Center. Specialist in communications, workgroup management, and stakeholder engagement with demonstrated success promoting, organizing, initiating, and leading projects involving a range of stakeholders with competing interests. Qualifications include:

- 10 years' experience in stakeholder engagement, customer service, facilitation, and workgroup management.
- 5 years' experience in developing and managing hazard mitigation and disaster recovery programs.
- 7 years' experience in project management in the public and private sectors.
- 6 years' experience with GIS for spatial analysis, land use planning, and natural-hazards risk assessments.
- Emergency Operations Center-qualified with experience in all Sections during disaster responses for winter storms, flooding, and the COVID 19 pandemic.
- Experienced with FEMA programs, including Individual Assistance, Public Assistance, RiskMAP, Hazard Mitigation Assistance, BRIC, and the Community Rating System.
- Extensive experience in public speaking and presenting on complex topics to diverse audiences.
- Developed hazard mitigation plans meeting Emergency Management Accreditation Program standards.

Selected Professional Experience

Hazard Mitigation Strategist | King Co. Emergency Management, Renton, WA Dec. 2018 - Present

- Led the Resource Unit and Ordering Group in the Emergency Operations Center Logistics Section for over two months during King County's COVID 19 response, sourcing, procuring and distributing large quantities of personal protective equipment to public and private organizations.
- Coordinated and wrote the 2020 King County Regional Hazard Mitigation Plan, including plan framework, risk assessment, and the integration into the plan of social justice and equity principles.
- Worked closely with the surface water management district to integrate the floodplain management and hazard mitigation planning efforts.
- Supported over 60 jurisdictions, including cities, special districts, and two tribes, in the planning effort.
- Work with each participating jurisdiction to identify specific mitigation strategies and actions, especially those eligible for future funding through the Public Infrastructure Pre-Disaster Mitigation Grant Program.
- Represent King County in meetings and workshops locally and nationally.
- Served as Duty Officer on a regular rotation, responsible for monitoring, providing situational awareness to partners, and sending alerts as needed.

Hazard Mitigation Strategist | WA Military Department, Camp Murray, WA Feb. 2017 – Dec. 2018

- Provided hazard mitigation planning technical assistance and Hazard Mitigation Assistance (HMA) planning grant support to all Washington State cities, counties, tribes; working with at least 30 jurisdictions annually.
- Completed the full rewrite and update of the Washington State Enhanced Hazard Mitigation Plan using a multi-agency process to profile hazards, identify state capabilities, and develop risk-reduction strategies.

- Facilitated implementation of the State Enhanced Hazard Mitigation Plan through the Natural Hazards Workgroup including advocacy for, and tracking of, mitigation strategies.
- Represented Washington Emergency Management on over a dozen workgroups, including those related to infrastructure, climate change, disaster risk, resilience, and planning under the Growth Management Act.
- Delivered presentations, workshops, and trainings to conferences and stakeholders throughout Washington and nationally, including at the Natural Hazards Workshop, the Washington State Emergency Management Association, and the Northwest Regional Floodplain Management Association.
- Worked closely with the FEMA RiskMAP program to support the integration of Risk Reports and Mitigation Actions into local hazard mitigation plans and HMA grant applications.
- Led or supported special projects, including the Resilient Washington Subcabinet and the Infrastructure Assistance Coordinating Council conference committee.
- Designed and implemented the outreach strategy for the Mitigation and Recovery section, including a series of webinars and workshops to be delivered to local jurisdictions.
- Wrote guidance and procedures for mitigation planning and grant application development.
- Worked with training and exercise to bring courses in risk communications and hazard mitigation planning to Washington, including teaching multiple offerings of G318, local hazard mitigation planning.
- Provided analysis and recommendations to senior agency officials on special projects and complex issues, including the Resilient Washington Subcabinet, climate change, drought, wildfire patterns, and other natural hazard risk and mitigation issues.

Disaster Recovery Coordinator | WA Military Department, Camp Murray, WA Mar. 2016 - Feb. 2017

- Led the development of the Washington Restoration Framework through a process of identifying objectives through meetings with stakeholders in state, local, federal, and non-governmental organizations, established a steering committee, and developed a project plan to complete the Framework within 2 years.
- Developed two Recovery Support Functions, Housing Recovery and Cultural Resources Recovery, including activation procedures and concepts of operations, and socialized processes with key partners.
- Wrote Emergency Support Function 14, Long-Term Recovery, the guiding document for post-disaster recovery and the role of the state in supporting long-term community recovery.
- Supported local jurisdictions throughout Eastern and Western Washington in identifying opportunities to conduct pre-disaster recovery planning and with best practice guidance.
- Coordinate and manage relationships with consultants working on agency-led efforts.

Bilingual Process Analyst and Engagement Manager | Solavei, Bellevue, WA Feb. 2013 - Nov. 2015

- Engaged the top Solavei sales teams, incubating and supporting leaders throughout the U.S. and helping build the Puerto Rican market into 60% of daily enrollment activity.
- Engaged members to solicit feedback, then coordinated with systems and product teams to implement product improvements incorporating member feedback.
- Managed Spanish-language content creation, translation, and communications projects, guiding Solavei from no Spanish support to near parity with English language services.

Project Manager | Institute for Hazard Mitigation Planning, Seattle, WA Sep. 2010 - July. 2011

- Led a team of 4 preparing the hazard mitigation plan update for the City of Everett, including GIS products, hazard assessment updates, economic mitigation measures, and risk analyses.

- Guided from design to implementation the public outreach strategy, earning accolades from FEMA for innovation and highly-successful participatory methods, achieving a single-event attendance of 150 people.
- Developed data-driven products using HAZUS-MH and ArcGIS 10.x software programs.

GIS Technician | Tetra Tech EC, Bothell, WA

Nov. 2008 - Jan. 2010

- Created maps/cartograms and conducted data analysis with an emphasis toward client needs using ArcGIS.
- Successfully worked with clients to identify and meet goals within specific time constraints.
- Trained in project management and advanced GIS techniques.

Education

MA, Urban Design and Planning | University of Washington, Seattle, WA | GPA: 3.84

June 2011

BA, International Affairs, Geography, GIS | George Washington University | *summa cum laude*

May 2008

Study Abroad: Universidad de Chile, Santiago, Chile | Universidad Latina, San José, Costa Rica

2006

Skills

Microsoft Office Suite | Adobe Creative Suite | ArcGIS | HAZUS-MH | Workgroup Management | Project Management | Public Speaking |

Spanish: Speak/Read/Write (fluent, non-native)

Profile

Garrett _____ A _____ Cooper _____
First Name Middle Initial Last Name

_____ mail Address

_____ Home Address _____ State or Zip

Olympia _____ WA _____ 98501
City State Postal Code

_____ Primary Phone _____ Alternative Phone _____

Security _____
Occupation

Which Boards would you like to apply for?

Community Representatives for Police Use of Force Events Board : Submitted

Select Your Neighborhood (you must live within Olympia City limits to serve on a board or commission) *

Downtown

If you choose "other" please write in your neighborhood here:

Interests & Experiences

Question applies to multiple boards

1. Briefly describe why you wish to serve on this advisory committee.

As a citizen of Olympia living and working here, I will bring an open and positive mind to help on the advisory committee.

Question applies to multiple boards

2. Describe your experience, qualifications, and/or skills which would benefit this advisory committee.

I have worked security at Olympia Library for five years, state cap table with House Representative going on 17 years, Downtown Ambassador for 2 years and Weekend Host for Parks and Recreation for two years.

Question applies to multiple boards

3. Describe your involvement in the Olympia community.

I'm a member of Olympia Downtown Neighborhood Associated and worked and still support the Downtown Ambassador.

Question applies to multiple boards

6a. Do you wish to be considered for appointment to another advisory committee?

Yes No

Question applies to multiple boards

6b. Do you wish to be considered for future appointment to this committee?

Yes No

Question applies to multiple boards

If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for in order of interest.

Which ever committee you would see best fit for me.

Question applies to multiple boards

7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?

Yes No

Question applies to multiple boards

8. Citizens appointed to advisory committees are assigned and required to use a City email address for all advisory committee business.

Do you agree to comply with this expectation?

I Agree *

Upload a Resume

Question applies to Community Representatives for Police Use of Force Events Board

17. Please share any experience or training you have had around understanding and recognizing implicit bias and how it works.

My success working at Olympia Library was due to the help from OPD and State Troopers by teaching me to focus on seeing people as individuals. Rather than focusing on stereotypes to define people, spent time considering them.

Question applies to Community Representatives for Police Use of Force Events Board

18. As a non-law enforcement community representative on an Independent Investigation Team you may be exposed to stark and disturbing crime scene information and/or images that show moments of crisis or violence. How does your background prepare you to process and cope with such information?

I believe looking at causes, effects and prevention has always helped me in my security career.

Profile

Kim _____ Murillo _____
First Name Middle Initial Last Name

Email Address _____

Home Address _____ Suite or Apt _____

Olympia _____ WA _____ 98502 _____
City State Postal Code

Mobile: _____ Home: _____
Primary Phone Alternate Phone

Volunteer and Retiree _____
Occupation

Which Boards would you like to apply for?

Community Representatives for Police Use of Force Events Board : Submitted

Select Your Neighborhood (you must live within Olympia City limits to serve on a board or commission) *

South Westside Olympia

If you choose "other" please write in your neighborhood here:

Interests & Experiences

Question applies to multiple boards

1. Briefly describe why you wish to serve on this advisory committee.

Over the past 20 years I have moved and lived in Olympia on three different occasions. As of the fall of 2017, I returned go home, this time for good. When moving here I knew I would wanted to be able to contribute to my community in meaningful ways, utilizing my knowledge, skills, abilities and interests. I had applied and now serving on Parks and Recreation Advisory Committee, which I have served for a half term, now serve my first full term. This serve with PRAC, has fostered my love for the community. Being of Mexican descend, and Lesbian, has defined my life's work as a social justice agent. Throughout my professional career eliminating institutional racism and homophobia and transphobia has always been my focus. Being a representative member on the Police Use of Force Events Board will provide me the opportunity to serve Olympia community in a meaningful way, by using my personal and professional experiences. I have served in several professional position in which I worked closely with criminal justice systems and the not-for-profit social services agencies to develop programs in developing prevention, recovery and reconciliation strategies. As a decision maker in developing strategies, I had to study the issue and listen to community members concerns and their thinking about what would work for them. I believe through my years of experience I have learned to be fair and impartial, balance when evaluating another's actions and behaviors.

Question applies to multiple boards

2. Describe your experience, qualifications, and/or skills which would benefit this advisory committee.

My undergraduate degrees are in Police Science and Criminal Justice and Masters in Public Administration, which gives me a command and long history of understanding our criminal justice systems. In every position I have held my work has always intersection with law enforcement, court systems and the "law". I worked closely with Tacoma Police department in the Salishan Neighborhood in East Tacoma, to organize the community to effective address minor and petty issues that left an addressed could lead to major crime problems. Tacoma Police came to the community as an equal partner with a expertise that Salishan community needed. I have a strong background and experiences with crisis intervention and de-escalation, and have been involved in the detainment of mental ill persons by police both in King and Pierce counties. I have taught criminal justice systems in small colleges in the surround area.

Question applies to multiple boards

3. Describe your involvement in the Olympia community.

When attending Evergreen State College I was producer for the Northwest International Lesbian, Gay, Bisexual and Transgender Film Festival producer, which was a volunteer position. I was able to work with the downtown business to support the festival including coordinating the ventures for fundraisers and film festival. This was a wonderful opportunity to know Olympia in a intimate way that I have been able to carry with me all these years. I now serve on the Olympia Parks and Advisory Committee and serve as liaison to the TC climate mitigation plan committee. My current involvement is concerns with the Port of Olympia and Thurston County commissioners and holding elected officials accountable

Question applies to multiple boards

6a. Do you wish to be considered for appointment to another advisory committee?

Yes No

Question applies to multiple boards

6b. Do you wish to be considered for future appointment to this committee?

Yes No

Question applies to multiple boards

If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for in order of interest.

Question applies to multiple boards

7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?

Yes No

Question applies to multiple boards

8. Citizens appointed to advisory committees are assigned and required to use a City email address for all advisory committee business.

Do you agree to comply with this expectation?

I Agree *

[Chron_Resume.docx](#)

Upload a Resume

Question applies to Community Representatives for Police Use of Force Events Board

17. Please share any experience or training you have had around understanding and recognizing implicit bias and how it works.

In my early career years, I was a youth counselor in a residential setting. This professional experience assisted in informed my thinking of criminal justice and the use of force to restrain physical threats to self and others. Each counselor was training in crisis and physically restraint. This training served me through my professional career. I was a witness to a counselor, who lost command of a physically restraint. I reported the incident immediately. Unfortunately, in those days, video tapes were not available and the counselor was not terminated but I left because I could no longer work for an organization that allow it. Fortunately, for me, one of my strengths is to remember details and read events with a certain amount accuracy when investigating incidents /or filing reports

18. As a non-law enforcement community representative on an Independent Investigation Team you may be exposed to stark and disturbing crime scene information and/or images that show moments of crisis or violence. How does your background prepare you to process and cope with such information?

One of the reasons I did not become a police officer was of my fear of finding a dead body. But that was a very long time ago, and believe I now have the strength to be a witness and examine evidence to find the truth. I have been a witness to videos in the news that have brought me to my knees, and at time unbearable but necessary for my own conscience and actions. I have changed because of that witnessing and has reinforced my commitment to assist law enforcement in providing service and protection to all of Olympia community.

Kim Murillo

Olympia, Washington 98502

PROFESSIONAL QUALIFICATIONS

- Over twelve years in mid and senior management, with a budget of over \$1.5 million per year.
- Master's in Public Administration and Bachelor of Arts in Criminal Justice including twenty years community development, public relations, personnel and fiscal management using managing and programming strategies that foster an interdependency work environment.
- Extensive experience in developing community and housing programs that are innovative, engaging and raise awareness, that support disenfranchised and under-represented populations in diverse communities including People of Color and/or Immigrants/Refugee.
- Strong ability to work under contract and funding deadlines, manage multiple complex tasks and quickly organize and prioritize work needs.
- Demonstrated proficiency in using Microsoft Word, Excel, PowerPoint, QuickBooks, Publisher, Docuware and Outlook.
- Redesigned and strengthened programming, complying with federal, state and local contractual regulations, rules, policies and procedures.
- Wrote, administrated, and managed over \$1,000,000 in grants.

RELEVANT EXPERIENCE & SKILLS

Certified Professional Guardian, Care Coordinator, Puget Sound Guardians, Lynnwood WA 20012-Present

- Conduct initial, and monthly visits with assigned clients of the agency
- Confer with the Incapacitated Person, family members, and healthcare professionals.
- Prepare meaningful in-person visit reports addressing changes or concerns in the general health and welfare of clients.
- Prepare and maintain a record of all work-related activities and contacts performed on behalf of the individual, submits this information to Director within 24 hours of provision of services.

Adjunct Instructor, ITT-Technical College. Seattle, WA 2012-2016

- Facilitate adult students' learning in criminal justice and public administration fields, through the avenues of classroom and real time internet settings.
- Develop and enhance curriculum and lesson plans
Address and provide consult academic development issues

INDEPENDENT CONTRACTOR DSHS– 2009-2012

- Work as an Independent Contractor, Washington Roads and Roads to Community Living projects providing pre-transition consultation, advice and assistance to clients being discharged from institutional care.
- Provide clients with information/education about available community support services and options for enhancing personal life skills. Gather and review client information to determine continued support; analyze/evaluate data to assess client care needs and recommend viable options.
- Liaison between local and State agencies, community representatives/organizations, and formal/informal supports.

Community Association Manager, Tacoma Housing Authority, Tacoma, WA ----- 2006-2009

- Community building and organizing housing authority residents, voucher holders and homeowner association members into effective and representation of neighborhood committees, resident councils and homeowner association.

- Developing collaboration and partnership relationships between interagency staff members and human/family/social services and their communities in order to have successful outcomes in the communities served.
- Planning and implementing community development and housing projects, current workgroups including Chair of the Salishan's Community Development committee, Salishan's Project Manager for public arts, recreation and addressing health disparities initiatives.
- Provide technical assistance on organizing techniques, governance issues, development and interpretation of by-laws, maintenance of corporate and tax exempt status compliance with HUD's regulations, budget matters, and complaint resolution
- Conducted and maintained safety and security standards, policies and procedures
- Conducted complaint investigation and resolution for housing authority residents and homeowner association members
- Grant development and fiscal management
- Developing and implementing a public outdoor art and recreation projects, includes assessment, education, and monitoring individuals' and group members' work.

Support Services Manager, King County Housing Authority, Seattle, WA 2002-2006

- Develop and implement departmental projects, initiatives and budget
- Negotiate, write and administer interagency contracts
- Establish and implement performance measures, procedures and guidelines.
- Hired, supervise and monitor performance a team of professional staff and volunteers
- Provide technical assistance, consultation, presentations and trainings for use internally and externally.
- Grant development and management

Executive Director, Stonewall Recovery Services, Seattle, WA 1998-2002

- Manage, direct and develop programs within the planning budgetary parameters.
- Develop program, personnel, fiscal, fundraising, development and financial policy.
- Act as liaison and spokesperson with all funding sources, collateral agencies, and community organization with which the agency conducts business.
- Training staff including Clinical case management, Confidentially Laws & Ethics In the Workplace, Organizational operating principles, HIV treatment protocol and prevention strategies and Cultural Competence.
- Ensure compliance with licensing and certification procedures and mandates.
- Ensure successful implementation of policies and procedures as mandated by the Board of Trustees
- Facilitate resolution of all staff and client grievances.
- Monitor and train an international health organization to provide HIV prevention and substance abuse services to high-risk groups in Moscow, Russia.

EDUCATION

Masters in Public Administration, The Evergreen State College, Olympia, WA, January 2000.

Bachelor of Arts, Eastern Washington University, Cheney, WA, June 1987.

Major: Criminal Justice, Minor: Drug and Alcohol Studies

Associate of Arts, New Mexico State University, Las Cruces, NM, June 1978.

Major: Police Science

PROFESSIONAL DEVELOPMENT

- *National Association of Interpretive Member, 2015-present*
- *Leschi Community Council, Board member, 2007-2016*
- *Pierce County Coalition for Environmental Health Priorities, Committee Member, 2007-2009*
- *Cross Cultural Collaborative Committee Member, 2006-2009*

- *Healthful Homes Partnership, Committee Member, 2006-2008*
- *Seattle/King County AIDS Housing Committee Member, 2004-2006*
- *HIV/AIDS Housing Planning Committee Member, 2004*
- *King County Substance Abuse Administrative Board Member, 2003-2006*
- *Governor's HIV/AIDS Substance Abuse Programs (HASAP), Work Group member, 1999-2001*
- *Division of Alcohol and Substance Abuse, Sexual Minorities, Work Group co-chairperson, 1999-2004*
- *Special Population Alliance, Co-founder and member, 1999-2003*
- *Executive Alliance, Board member, 2000-2003*
- *The Evergreen State College Disappearing Task Force-Community Policing, Academic Advisor, and Mental Health Counselor Hiring Committee member 1997-98*
- *Regional Director Institute Conference, Planning committee member, 2000.*

Profile

Reiko _____ Callner _____
First Name Middle Initial Last Name

jcallner@comcast.net _____
Email Address

Home Address _____ Suite or Apt _____
Olympia WA 98506
City State Postal Code

Mobile: _____ Business: _____
Primary Phone Alternate Phone

Executive Director, WA State
Commission on Judicial
Conduct _____
Occupation

Which Boards would you like to apply for?

Community Representatives for Police Use of Force Events Board : Submitted

Select Your Neighborhood (you must live within Olympia City limits to serve on a board or commission) *

Bigelow Highlands

If you choose "other" please write in your neighborhood here:

Interests & Experiences

Question applies to multiple boards

1. Briefly describe why you wish to serve on this advisory committee.

I am deeply interested in the successful implementation of Initiative 940, for the benefit of the community and the police department and city.

Question applies to multiple boards

2. Describe your experience, qualifications, and/or skills which would benefit this advisory committee.

I am a lawyer, have a work and volunteer background with the City of Olympia as former assistant City Attorney, also current member of the Civil Service Commissioner, former cochair of the Ad Hoc Committee on Community Policing (though that may not have been the exact name), member of former Police Advisory Committee.

Question applies to multiple boards

3. Describe your involvement in the Olympia community.

I have long-term involvement with community organizations including as a co-founder of Unity in the Community (Stop Hate Crimes Now); board member of the Olympia Chapter of the Japanese American Citizens' League; and arts and cultural organizations.

Question applies to multiple boards

6a. Do you wish to be considered for appointment to another advisory committee?

Yes No

Question applies to multiple boards

6b. Do you wish to be considered for future appointment to this committee?

Yes No

Question applies to multiple boards

If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for in order of interest.

Question applies to multiple boards

7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?

Yes No

Question applies to multiple boards

8. Citizens appointed to advisory committees are assigned and required to use a City email address for all advisory committee business.

Do you agree to comply with this expectation?

I Agree *

[resume_2015.pdf](#)

Upload a Resume

Question applies to Community Representatives for Police Use of Force Events Board

17. Please share any experience or training you have had around understanding and recognizing implicit bias and how it works.

I have had about 3 hours of specific training in implicit bias, as a member of the national Association of Judicial Disciplinary Counsel. I have read and heard lectures in the area. In my occupation as an enforcer of judicial ethics, I have participated in the sanction of a judge who engaged in implicit bias.

Question applies to Community Representatives for Police Use of Force Events Board

18. As a non-law enforcement community representative on an Independent Investigation Team you may be exposed to stark and disturbing crime scene information and/or images that show moments of crisis or violence. How does your background prepare you to process and cope with such information?

I was a prosecutor for a decade and in my present job (20+ years) crime scenes are often part of the information I'm required to review.

J. REIKO CALLNER

CAREER OBJECTIVE To participate in public service in the maintenance and improvement of integrity in the legal system; to improve the quality of the administration of justice and enhance the confidence of the public in the law.

CURRENT POSITIONS Executive Director, Washington State Judicial Conduct Commission

Emeritus Board Member, Association of Judicial Disciplinary Council. National professional organization of judicial conduct enforcement professionals. Member since September 1997.

EDUCATION

Legal: UNIVERSITY OF WASHINGTON LAW SCHOOL, Seattle, Washington. J.D. June 1986.
Admitted to Washington State Bar, October 1986

Undergraduate: OBERLIN COLLEGE, Oberlin, Ohio
B.A. degree awarded December 1979.

STATE UNIVERSITY OF NEW YORK, Albany, New York
Summer 1979.

Continuing Education: Credit for over 900 hours of Continuing Legal Education courses

PRIOR LEGAL EXPERIENCE:

August 1997 - 2005 **Senior Investigator, State Commission on Judicial Conduct**
Investigate allegations of ethical misconduct in the state judiciary. Present findings to Commission members, make recommendations regarding dispositions. Prepare and assist in prosecution of violations. Conduct education and outreach development, planning, and implementation.

March 1991 - August 1997 **CITY PROSECUTOR**
City of Olympia, Olympia, Washington
Screen, process, and evaluate all misdemeanor and gross misdemeanor cases for City of Olympia. Advise 70-person police department. Participate in public speaking engagements on domestic violence, juvenile justice, hate crimes, and general criminal justice issues. Assist in grant writing and promotion.

1991-1992

INSTRUCTOR

Washington State Criminal Justice Training Commission, Burien, Washington. Reviewed and revised juvenile justice manual for prosecutors, commissioners, and probation officers in Washington State. Presented eight-hour course in various locations across the state.

Reserve Police Academy, Thurston County, WA

Taught juvenile justice section for police recruits.

July 1990 -
March 1992

DEPUTY PROSECUTOR, JUVENILE DIVISION

Thurston County Prosecutor's Office, Olympia, WA

Screened, evaluated, and processed high volume of felony and misdemeanor caseload throughout Thurston County for all local law enforcement jurisdictions. Represented and advised Child Protective Services in Thurston County for child abuse and neglect cases. Evaluated by supervisor with "exceptional" rating.

January 1988 -
July 1990

ASSISTANT CITY ATTORNEY

City of Olympia, Olympia, Washington

August 1986 -
September 1987

LAW CLERK to Justice Robert F. Utter

Washington State Supreme Court, Olympia, WA

July 1984 -
May 1985

RESEARCH ASSISTANT to Prof. John M. Junker

University of Washington Law School, Seattle, Wa.

Primarily in area of Fourth Amendment law

OTHER EMPLOYMENT

June 1981-
September 1982

LAND TITLE RESEARCHER AND ABTRACTOR

Title Guaranty of Hawaii, Inc. Honolulu, Hawaii

January 1981 -
May 1981

GRADUATE ASSISTANT, HISTORY DEPARTMENT

University of Hawaii at Manoa, Honolulu, Hawaii

May 1980 -
October - 1980

CHIEF ADMINISTRATIVE ASSISTANT

U.S.-Asia Institute, Washington, D.C.

January 1980 -
May 1980

STAFF AIDE, ASIAN/PACIFIC AMERICAN UNIT

DEMOCRATIC NATIONAL COMMITTEE, Washington, D.C.

VOLUNTEER ACTIVITIES (Partial list)

1985 - present

Chapter President, Ongoing Board Member, Japanese American Citizens' League, Olympia Chapter

1993-present

Founding member, Unity in the Community. Anti-hate group coalition.

Sept. 2016- Feb. 2016	Co-Chair, Ad hoc Committee on Police and Community Relations, City of Olympia. Conduct outreach to minority and underrepresented members of population to increase trust and confidence in work with police department.
2002-2005	Washington State Human Rights Commission. Member and then Chair of statewide agency charged with enforcement of human rights law against discrimination in employment, housing, public accommodation, real estate, and credit and insurance.
2000-2001	City of Olympia Policing Advisory Committee, Vice-chair
2000	Recipient, Woman of Achievement Award for Social Justice, Olympia Y.W.C.A.
1993 - 1996	Steering Committee Member, Hands Off Washington, Thurston County. Civil rights activism for gay/lesbian/bisexual/transgender people.
1997 - 2000	Nominating Committee Member, Olympia YWCA
1995 - 1999	Coordinator, STOP Grant. Developed community, court, and law enforcement coalition to produce national award-winning, federally funded videotape to assist domestic violence victims in the legal system, versions in four languages.
1998	Diversity Panel Coordinator Coordinated participants and developed presentation materials and strategies for training for local law enforcement agencies on issues of diversity and interaction with minority communities.
	(Details of other activities available on request)

PRESENTATIONS/CLASSES

Frequent judicial ethics trainer for Administrative Office of the Courts, Association of Administrators, Hearings Officers, National Center for Judicial Ethics, multiple judicial associations, bar associations, court employee associations, and international judicial ethics training associations. Details of presentations upon request.

PERSONAL INFORMATION

Married, one stepdaughter. Hobbies include travel, art, literature, dance, cooking.

Question applies to multiple boards

1. Briefly describe why you wish to serve on this advisory committee.

As a person of color, I've always had a vested interest in the relationship between law enforcement and the communities they commit to protect and serve. Personally, I understand the distrust, hesitation, and tension that often exists in these relationships - I've lived it, my family lived it, and my neighbors lived it. I also empathize with the dangers, fear, and stress resulting from law enforcement work and how these factors may impact real-time decision-making. My long-standing interest in the relationship between communities and law enforcement manifested in two relevant undergraduate capstone projects: one analyzing the effects of the systemic dearth of mental health resources for law enforcement officers and the other analyzing the reentry experience of formerly incarcerated people. Consequently, I understand both personally and academically the need and call from the community for transparent investigative processes following incidents of police use of deadly force. As an attorney, I'm interested in ensuring that everyone abides by our rules. However, I also believe attorneys are obligated to ensuring that justice is achieved equitably. That requires considering how decisions impact and are perceived by Black, Indigenous, People of Color (BIPOC); women; LGBTQIA+ identified people; and cash poor and/or working class people. I attended law school in the aftermath of the death of Michael Brown in Ferguson, MO. This context informed how I learned about the law and led me to obtaining a J.D. from the University of Washington School of Law with a focus in criminal law. I learned about the responsibilities and limits of law enforcement officers and the criminal legal system as a whole. As a result, I came to understand the law specifically in the context of how it is (or isn't) enforced and how those decisions ultimately effect, not only the people immediately involved, but our society at large. Ultimately, as an attorney, as a father, and as a person of color residing in Olympia I feel a sense of obligation to ensure that our community members and public servants are accountable to one another.

Question applies to multiple boards

2. Describe your experience, qualifications, and/or skills which would benefit this advisory committee.

As an attorney, I'm an advocate for my clients but I'm required to look at the facts objectively to determine the strength of my clients' case and/or defenses. Sometimes this leads to either satisfying or disappointment outcomes and requires having nuanced conversations with those clients. As a judicial clerk for Justice Steve Gonzalez at the Washington State Supreme Court, I also had to look at every case impartially to determine the merits and make recommendations and/or draft opinions accordingly. My work as an attorney requires high-level analysis and comprehension of complicated, conflicting, and overlapping regulatory and statutory provisions. These skills allow me to analyze new sets of facts and determine how they interplay with applicable laws given the unique context before me. I understand, and have a deep appreciation for, the law and its limits. I have also had extensive training and academic experience concerning issues of equity and race. As such, I'm comfortable having difficult conversations in a reasoned manner to ensure that all parties understand the gravity of the discussion but also leave feeling as though it was productive. For example, as a law student, I was a founding member of the Law Students Working Against Institutionalized Racism. Through this organization, we led equity and anti-racism workshops for students, faculty, staff, and administration. We also helped with administrative changes including advising on new hiring practices and formulating new curriculum through an equity lens. Finally, I treat each task before me with attention and seriousness. I don't take any responsibility lightly and will treat any case or task assigned to me as a member of this Board with the upmost attention.

Question applies to multiple boards

3. Describe your involvement in the Olympia community.

I am a local land use and real estate attorney, so I often attend community meetings and programming focused on development and environmental issues within Olympia. I am on the Board of Directors of Big Brothers Big Sisters of Southwest Washington. I am also a graduate of Leadership Thurston County. I am involved with a variety of local groups including, but not limited to, the Olympia Master Builders, Olympia Downtown Alliance, and Thurston County Chamber.

Question applies to multiple boards

6a. Do you wish to be considered for appointment to another advisory committee?

Yes No

Question applies to multiple boards

6b. Do you wish to be considered for future appointment to this committee?

Yes No

Question applies to multiple boards

If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for in order of interest.

Question applies to multiple boards

7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?

Yes No

Question applies to multiple boards

8. Citizens appointed to advisory committees are assigned and required to use a City email address for all advisory committee business.

Do you agree to comply with this expectation?

I Agree *

[VellosoTadeu_Resume_2020_.pdf](#)

Upload a Resume

Question applies to Community Representatives for Police Use of Force Events Board

17. Please share any experience or training you have had around understanding and recognizing implicit bias and how it works.

I've attended several implicit bias and anti-racism trainings throughout my professional and academic career. Implicit bias, as I understand it, works ubiquitously and unconsciously. Implicit bias manifests as stereotyping and discrimination. For example, a young person may experience the effects of implicit bias while attempting to purchase a car as the salesperson may not think that the potential buyer is serious or has the financial means to purchase the vehicle. Another example is a white person crossing the street when they see a Black or Brown person approaching. And while it is important to recognize implicit bias and how it operates, it is also important to expend similar attention to the varying ways the explicit bias manifests.

Question applies to Community Representatives for Police Use of Force Events Board

18. As a non-law enforcement community representative on an Independent Investigation Team you may be exposed to stark and disturbing crime scene information and/or images that show moments of crisis or violence. How does your background prepare you to process and cope with such information?

I am comfortable reviewing crime scene information and/or images depicting moments of crisis or violence. As a law student, I worked for both the Race and Justice Clinic and the Northwest Innocence Project. In both positions, I had to review extensive evidence and information related to murder, gang violence, sexual assault, and child molestation.

T A D E U F E L I P E V E L L O S O
Olympia, WA 98501 | |

EDUCATION

University of Washington School of Law | Seattle, WA

Juris Doctor, Public Service Concentration – Criminal Law focus, June 2017

Select Honors & Activities:

Stevens Fellowship Grant | King County Bar Association Scholarship | Latina/o Bar Association of Washington Scholarship | Justice Charles Z. Smith Scholarship | Latinx Law Student Association – President | Incarcerated Mothers Advocacy Project – Board Member | Educational Law and Policy Publication – Editorial Board | Law Students Against Institutionalized Racism - Founding Member | Dean’s Diversity, Equity, and Inclusion Committee

- Publication: Velloso, T. (2017). Brown. *America Now: Short Readings from Recent Periodicals (12e)*. Macmillan Learning.
- Publication: Velloso, T. (2017). At Camp Green Lake, I Became a Hero Too. *Washington Education Law & Policy Review*.

University of Portland | Portland, OR

Bachelor of Science, Organizational Communication, minors in Sociology and Social Justice, May 2014

Select Honors & Activities:

Kate Johnson Memorial Award for Service and Leadership | Civil Rights Immersion Coordinator | Nicaragua Immersion Participant | Dean of College of Arts & Sciences Student Leadership & Advisory Council I | Feminist Discussion Group

- Publication: Fletcher, V., Gates, A., Goble, L., & Velloso, T. (2014). Transfer, Transformation, and Translocation in Central America: Possibilities and Pitfalls in the Internationalization of U.S. College Students’ Experiences in the Global South. *Journal of Higher Education Outreach and Engagement*.
- Thesis: Velloso, T. (2014). “Trapped”: How Mainstream Rap Affects the Post-Incarceration Reentry Process.
- Thesis: Velloso, T (2013). We Come in Peace: The Incarceration Experience of “Illegal Aliens”

LEGAL EXPERIENCE

Phillips Burgess PLLC | Olympia, WA

Associate Attorney | September 2018 – Present

Represent and advise business and individuals in state and federal trial courts, mediations, negotiations, and administrative processes. Practice includes land use, environmental law, municipal law, real property, and transactional.

Washington State Supreme Court – Justice Steven C. González | Olympia, WA

Judicial Law Clerk | August 2017 – August 2018

High-level research and writing position involving editing judicial opinions and drafting memoranda to the court with recommendations on pending cases. Assisted with all aspects of the appeals process.

Washington Appellate Project | Seattle, WA

Rule 9 Extern | March 2017 – June 2017

Drafted appellate briefing regarding sentencing of incarcerated youth. Compiled research concerning how different jurisdictions are applying current juvenile incarceration and sentencing case law.

Catholic Community Services – Legal Action Center (Neighborhood Clinic) | Seattle, WA

Legal Intern | January 2017 – June 2017

Provided free legal assistance related to tenant housing issues, ranging from self-help to issues of habitability, deposit retrieval, and debtor issues related to past tenancies. Duties included client intake, case management, and letter drafting.

Oregon Law Center | Portland, OR

Court Certified Law Clerk | June 2016 – August 2016

Specialized in tenants’ rights housing law, including litigating eviction defense cases. Represented individual clients in restraining order petition cases. Assisted in class action suits concerning housing and employment issues.

Columbia Legal Services – Institutions Project | Seattle, WA

Extern | March 2016 – May 2016

Researched multiple discrete issues concerning legal financial obligations and the due process rights of pre-trial detainees. Advocated for developmentally disabled inmate who required reasonable accommodations under the ADA and related DOC policies. Advocacy included thorough review of medical records, analysis of case law and other research literature, and communication with DOC's ADA specialist.

T A D E U F E L I P E V E L L O S O

1322 Fir St. SE, Olympia, WA 98501 | (925) 323-5099 | tadeu.velloso3@gmail.com

CLINICAL EXPERIENCE

Innocence Project NW – University of Washington School of Law | Seattle, WA

Legal Intern | September 2016 – June 2017

Conducted post-conviction investigation and appellate work focused on exonerating wrongfully convicted individuals. Engaged in factual investigation including interviewing client and witnesses, detailed review of police reports, and analyzing trial transcripts. Worked with expert witnesses in various areas of forensic science. Other responsibilities included drafting motions, negotiating with prosecuting attorneys, and appellate advocacy.

Race & Justice Clinic – University of Washington School of Law | Seattle, WA

Legal Intern | September 2015 – June 2016

Focused on the role of lawyers in addressing the over-representation of youth of color in the juvenile and adult criminal justice systems. Represented a client in an early release hearing before the Indeterminate Sentencing Review Board. Tasks included communicating regularly with client, managing client expectations, legal analysis, drafting memoranda to the Board with extensive exhibits in support of the client's early release petition, and presenting before the Board. Developed compelling and novel arguments and analyzing a challenging legal and political landscape.

OTHER RELEVANT EXPERIENCE

MercyCorps NW's Reentry Transition Center | Portland, OR

Intern | May 2013 – August 2013

Processed new client information. Assisted caseworkers in obtaining client documentation and creating goal sheets with clients. Helped clients navigate public transportation, technology, and employment and housing applications. Represented the organization in community meetings (Partnership for Safety and Justice, Gang Task Force, etc.) and seminars. Attended "Stop and Frisk" hearing in state legislature as an organizational representative. Managed blog about internship and the organization's work.

COMMUNITY INVOLVEMENT

Big Brothers Big Sisters of Southwest Washington | Olympia, WA

Board of Directors | March 2020 – Present

Big Impact Group | March 2019 – Present

Mentor | January 2019 – December 2019

Leadership Thurston County | Olympia, WA

Graduate | September 2019 – June 2020

Thurston County Bar Association Diversity and Inclusion Section | Olympia, WA

Member | March 2020 – Present

ACLU of Washington | Seattle, WA

Cooperating Attorney | September 2018 - Present

LANGUAGES & INTERESTS

Portuguese | Spanish | De La Salle High School Valedictorian | hip-hop research | intersectional equity | reading



City Council

Approval of a Resolution Supporting Ranked-Choice Voting

Agenda Date: 10/20/2020
Agenda Item Number: 4.E
File Number:20-0834

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

Title

Approval of a Resolution Supporting Ranked-Choice Voting

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution supporting ranked-choice voting.

Report

Issue:

Whether to approve the resolution supporting ranked-choice voting.

Staff Contact:

Debbie Sullivan, Assistant City Manager, Executive Department, 360.753.8499

Presenter(s):

None - Consent calendar item

Background and Analysis:

Under the current “top two” primary voter system in Washington State, local jurisdictions are prohibited from adopting ranked-choice voting. The Local Options Bill being considered at the State would give jurisdictions authority to adopt ranked-choice voting in local elections.

Ranked-choice voting is an alternative to our “Top Two” primary system, whereby voters can rank the candidates running in the order of that voters’ preference (e.g. 1st choice, 2nd choice, 3rd choice), instead of choosing just one candidate in a given race. Potential benefits include increased voter turnout, improved civility, less strategic voting, and increased diversity of political viewpoints.

Neighborhood/Community Interests (if known):

Fair and representative elections are an important aspect of public policy.

Options:

1. Approve the resolution supporting ranked-choice voting
2. Direct staff to amend the resolution based on feedback provided by Council and return for further consideration.
3. Do not approve the resolution.

Financial Impact:

N/A

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, EXPRESSING COUNCIL SUPPORT FOR "RANKED-CHOICE VOTING"

WHEREAS, it is argued that voter turnout in a "top two" primary election system is significantly lower than the general election system and is not reflective of the general electorate; and

WHEREAS, under the "top two" primary system, voters may be motivated to engage in "strategic voting" whereby they vote to prevent a disfavored candidate from winning instead of casting a vote for their preferred candidates; and

WHEREAS, an alternative to the "top two" primary system is "ranked-choice voting," whereby instead of choosing just one candidate to support in a given race, a voter ranks the candidates running in the order of that voter's preference (e.g., 1st choice, 2nd choice, 3rd choice); and

WHEREAS, more than twenty jurisdictions in the United States have adopted some version of "ranked-choice voting," including New York City, New York; Santa Fe, New Mexico; Minneapolis, Minnesota; Memphis, Tennessee; Oakland, California; Payson, Utah; Takoma Park, Maryland; Benton County, Oregon; and the State of Maine; and

WHEREAS, it is argued that potential benefits of "ranked-choice voting" include lowered costs, increased voter turnout, improved civility in and decreased costs of political campaigns, and elected bodies that are more reflective of the electorate by measures of race, class, gender, and political beliefs; and

WHEREAS, local Washington jurisdictions are effectively prohibited from adopting "ranked-choice voting" by state law, which mandates a "top two" primary system and the use of numbered positions when multiple elected officials represent the same geography; and

WHEREAS, two bills currently before the Washington State Legislature, HB 1722 and SB 5708, as they are presently drafted, would amend state law to allow local jurisdictions the ability to adopt "ranked-choice voting"; and

WHEREAS, HB 1722 and SB 5708 are permissive bills, which do not dictate or impose any policies upon any jurisdiction, but rather, provide jurisdictions with the ability, should they choose, to adopt "ranked-choice voting";

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE that the City of Olympia supports efforts to provide cities and other local governmental entities the option to implement "ranked-choice voting" for local elections.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY



City Council

Approval of an Ordinance Amending Chapter 3.16 of the Olympia Municipal Code Related to Contracts

Agenda Date: 10/20/2020
Agenda Item Number: 4.F
File Number:20-0794

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

Title

Approval of an Ordinance Amending Chapter 3.16 of the Olympia Municipal Code Related to Contracts

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance amending Chapter 3.16 of the Olympia Municipal Code related to contracts on second reading.

Report

Issue:

Whether to approve the ordinance amending Chapter 3.16 of the Olympia Municipal Code related to contracts.

Staff Contact:

Josh Klika, Contracts and Procurement Specialist, Executive, 360.753.8067

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

The Washington State Senate passed a bill that addresses local government procurement. The bill impacts Chapter 3.16 of the Olympia Municipal Code. The proposed amendments to the Olympia Municipal code align with the updates made by the State.

Highlights of changes to 3.16:

- Small works roster limits increased from \$300,000 to \$350,000.

- Limited public works projects increased from \$35,000 to \$50,000.
- Limited public works process may be used to solicit and award small works roster contracts to mini-businesses and micro-businesses as defined under RCW 39.26.010 that are registered contractors.
- City Council approval limit increased for any contract, agreement, or other document from \$300,000 to \$350,000.

Neighborhood/Community Interests (if known):

There are no known neighborhood and/or community concerns.

Options:

1. Move to approve the ordinance on second reading. Approving the amendments aligns the City code with the State law.
2. Direct staff to modify the ordinance and approve on second reading.
3. Take no action. The impact would be that City code is not in alignment with State law.

Financial Impact:

N/A

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO CONTRACTS, AMENDING CHAPTER 3.16 OF THE OLYMPIA MUNICIPAL CODE UPDATING IT FOR CONSISTENCY WITH STATE LAW

WHEREAS, the City regularly constructs capital projects and, therefore, has an interest in the efficient administration of public works contracting; and

WHEREAS, the criteria governing emergencies and waiver of competitive bid requirements is set forth in state law, and the City uses that criteria in making determinations regarding such issues; and

WHEREAS, City staff reviews the Olympia Municipal Code from time to time to ensure its accuracy; and

WHEREAS, the state legislature updated RCW 39.04.155 changing certain requirements in public works bidding that must be updated in the Olympia Municipal Code;

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

Section 1. Amendment of OMC Chapter 3.16. Olympia Municipal Code Chapter 3.16 is hereby amended to read as follows:

Chapter 3.16
CONTRACTS

3.16.000 Chapter Contents

Sections:

- 3.16.010 Purpose.
- 3.16.020 City Council Approval.
- 3.16.030 City Manager Approval.
- 3.16.040 City Manager Authorized to Delegate Certain Execution Authority.
- 3.16.050 City Manager Authority--Rules and Regulations for Contracting.
- 3.16.055 Documents to be Filed with the City Clerk.
- 3.16.060 Small Works Roster Established.
- 3.16.070 Method of Establishment of Small Works Roster.
- 3.16.080 Procedure for Utilization of Small Works Roster.
- 3.16.090 Posting of Small Works Roster Awards.
- 3.16.100 Public Works Construction Contracts--Change Order Level of Authority.
- 3.16.110 Level of Funding Required for Project Award.

3.16.010 Purpose

The purpose of this chapter is to establish a uniform practice for approval and execution of City of Olympia contracts, ensure City Council review of important and legally required contracts and other legal instruments, provide for efficient, streamlined preparation and execution of other contracts not requiring Council review, while also ensuring accountability by limiting the number of individuals authorized to execute contracts on the City's behalf. In addition, the purpose is to delegate to the City Manager authority to establish rules for

competitive bidding where required by law and the acquisition of goods, services, and materials so long as such rules are with sound management practices and designed to secure the best quality for a fair price. The final purpose is to provide procedures for the creation and operation of a small works roster.

3.16.020 City Council Approval

The following documents and instruments shall be presented to the City Council for approval prior to their execution by the City Manager:

A. Interlocal agreements: All contracts, agreements, memoranda of understanding, or other documents between the City of Olympia and any other governmental agency or agencies that are entered into pursuant to the supplemental authority for the City to contract in Chapter 39.34 RCW.

B. Instruments pertaining to real property: any contract, agreement, lease, easement, bill of sale, or other instrument pertaining to the City's use, disposition, conveyance, or acquisition of real property.

Exceptions:

(1) An acceptance by the City in its regulatory capacity of a dedication from a development is not subject to Council approval.

(2) Temporary construction licenses are not subject to Council approval.

(3) The City Manager is authorized to sign the following without further City Council approval: All instruments pertaining to the City's use, disposition, conveyance, or acquisition of real property by whatever method, provided that such transaction is associated with a capital improvement project that has been previously approved by Council.

C. Any contract, agreement, or other document with a cost over ~~\$300,000~~ \$350,000.

3.16.030 City Manager Approval

A. The City Manager or the City Manager's designee, is authorized to approve and execute on behalf of the City of Olympia any contract, agreement, or document not otherwise subject to OMC Section 3.16.020.

B. The City Manager or the City Manager's designee, is authorized to:

1. declare any public work an emergency, if it meets the criteria outlined under RCW 39.04.280. A written finding of the emergency must be filed with the City Clerk no later than two weeks following contractor award of such work.

2. make written policies governing the waiver of competitive bidding requirements, provided the purchase or project qualifies for waiver under RCW 39.04.280, or other state or local law. Immediately following contract award, the contract and the factual basis for the exemption from public bidding must be recorded and open for public inspection.

3. make a final decision to deem a contractor not-responsible and/or to reject bids for any public works project that falls within the City Manager's contract authority under this chapter.

3.16.040 City Manager Authorized to Delegate Certain Execution Authority

The City Manager is authorized, but not required, to delegate to a department director or the director's designee the authority to approve and execute on behalf of the City of Olympia any contract, agreement or document not otherwise subject to OMC Section 3.16.020 and with an amount of less than \$150,000.

3.16.050 City Manager Authority--Rules and Regulations for Contracting

The City Manager is authorized to establish written rules and regulations for the construction/acquisition of public works, and the procurement of goods, services, and materials by the City. Such rules and regulations shall be governed by sound management practices designed to secure the best quality at a fair price. As such rules and regulations are established, copies shall be sent to the City Council; provided, however, that inadvertent failure to send such rules and regulations to the City Council shall not be grounds to invalidate any action by the City Manager or the City Manager's designee which is otherwise lawful. The City Manager is authorized to revise the rules and regulations from time to time as circumstances change or as the City Manager may, in the City Manager's discretion, deem appropriate.

3.16.055 Documents to be Filed with the City Clerk

One (1) original of any document governed by OMC Sections 3.16.020 through 3.16.040 shall be filed with the City Clerk; provided, however, that failure to so file any such document shall not invalidate or excuse performance of any obligations contained therein.

3.16.060 Small Works Roster Established

The City Engineer or the City Engineer's designee (collectively hereafter Engineer) is authorized and directed to establish a City construction contractor's small works rosters comprised of all contractors who request to be on the rosters and who are, where required by law, properly licensed or registered and bonded to perform contracting work in the State of Washington.

3.16.070 Method of Establishment of Small Works Roster

The small works roster shall be established by either or both of the following:

- A. The Engineer may advertise for consultants in a newspaper of general circulation in order to update the small works roster. The Engineer shall add to the rosters those contractors who respond to the advertisement and request to be included on the rosters. In order to be included on the roster, contractors shall supply information as required by the Engineer.
- B. The City of Olympia may establish the small works roster through contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those statewide electronic databases for small public works rosters developed and maintained by MRSC. At least once per year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

3.16.080 Procedure for Utilization of Small Works Roster

A. The small works roster may be utilized, in lieu of advertising or requesting formal bids, as follows:

1. Whenever the City seeks to construct any public work project, the estimated cost of which, including costs of material, supplies, labor and equipment is ~~\$300,000~~\$350,000 or less or such other amounts as may be authorized by the law.
2. When the small works roster is utilized, the City shall invite written or electronic proposals from all appropriate contractors on the appropriate small works roster. The City Engineer shall establish procedures for securing telephone, written, or electronic quotations.
3. The invitation to the contractor on the small works roster shall include an estimate of the scope and nature of the work to be performed, materials and equipment to be furnished, and time required for completion. However, detailed plans and specifications need not be included in the invitation. This subsection does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.
4. When awarding a contract for work under the small works roster, the City shall award the contract to the contractor submitting the lowest responsive, responsible proposal; provided, however, that the City reserves its right under applicable law to reject any or all proposals, and to waive procedural irregularities.
5. A contract awarded from a small works roster under this section need not be advertised.
6. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by ~~telephone inquiry~~ at least one of the following: telephone or electronic request.

B. In lieu of awarding contracts under Subsection (A) of this section, the City may award a contract for work, construction, alteration, repair, or improvement project estimated to cost less than ~~thirty five fifty~~ thousand (~~\$35,000~~\$50,000) dollars or such other amounts as may be authorized by law, using the limited public works process provided under this subsection. Public works projects awarded under this subsection are exempt from the other requirements of the small works roster process provided under subsection (A) of this section and are exempt from the requirement that contracts be awarded after advertisement as provided under RCW 39.04.

For limited public works projects, the City shall solicit electronic or written quotations from a minimum of three (3) contractors from the appropriate small works roster and shall award the contract to the lowest responsive, responsible bidder; provided, however, that the City may reject a quotation or waive procedural irregularities in a quotation and proceed to award. After an award is made, the quotations shall be open to public inspection and available by electronic request. The City ~~shall attempt to~~ must equitably distribute opportunities for limited public works projects ~~equitably~~ among contractors willing to perform in the geographic area of the work. The City shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded. The City may waive the payment and performance bond requirements of chapter 39.08 RCW and may waive the retainage requirements of ~~chapter 60.28~~ RCW 60.28.011(1)(a), thereby

assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materials suppliers, suppliers, and taxes, increases, and penalties imposed under Titles 50, 51, and 82 RCW that may be due from the contractor for the limited public works project, however the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

C. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process or limited public works process.

D. The City may use the limited public works process to solicit and award small works roster contracts to minibusinesses and microbusinesses as defined under RCW 39.26.010 that are registered contractors.

3.16.090 Posting of Small Works Roster Awards

When the City utilizes the small works roster procedure as established in Section 3.16.080 to award contract for public works projects, the City shall post a list of the contracts awarded under Section 3.16.080. The list shall contain the name of the contractor awarded the contract, the amount of the contract, a brief description of the type of work performed, and the date of the award, and shall be posted on the City's electronic web page.

3.16.100 Public Works Construction Contracts--Change Order Level of Authority

The City Manager or the City Manager's designee is authorized to approve change orders with a cumulative total of ~~\$300,000~~\$350,000 or less for any project. Council approval is required for cumulative change orders totaling over ~~\$300,000~~\$350,000 for a project, except when such approval is deemed "urgent" by the City Manager. An "urgent" change order is defined as one where delay in implementation could cause environmental or property damage or endanger public safety, as determined by the City Manager. An "urgent" determination may also be made when delays are estimated to cost the City of Olympia \$1,000 or more per day.

3.16.110 Level of Funding Required for Project Award

No Public Works contract award will be made on projects bid via the formal bidding process (construction in excess of ~~\$300,000~~\$350,000) unless funds in the amount of at least 110 percent of the bid are available. Similarly, no contract award will be made on projects bid via the Small Works roster bidding process (construction ~~\$300,000~~\$350,000 or less) unless funds in the amount of at least 115 percent of the bid are available.

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 thirty (30) 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 Allowing Recreational Vehicles to be Used as Residences In Manufactured Housing Parks

Agenda Date: 10/20/2020
Agenda Item Number: 4.G
File Number:20-0817

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Allowing Recreational Vehicles to be Used as Residences In Manufactured Housing Parks

Recommended Action

Committee Recommendation:

The Planning Commission unanimously recommends approval of the Recreational Vehicle Code Amendments.

City Manager Recommendation:

Move to approve the ordinance allowing recreational vehicles to be used as residences in manufactured housing parks on first reading and forward to second reading.

Report

Issue:

Whether to approve the proposed amendments to the Olympia Municipal Code (OMC). intended to bring the municipal code into compliance with the Revised Code of Washington by allowing recreational vehicles to be used as primary residences when located within a manufactured home community or mobile home park.

Staff Contact:

Nicole Floyd, Senior Planner, Community Planning and Development, 360.570.3768

Presenter:

Nicole Floyd, Senior Planner, Community Planning and Development

Background and Analysis:

Currently the City does not allow recreational vehicles to be used as residences anywhere in the City. Recent revisions to State Law were adopted to ensure local regulations do not discriminate against consumer choices in the placement of homes. The Revised Code of Washington (RCW) was amended to prohibit cities from preventing the use of recreational vehicles used as primary residences in manufactured/mobile home communities. The Municipal Code therefore must be

amended to conform to the revised RCW language.

The proposed revisions are applicable only to manufactured/mobile home parks; therefore, the applicability is relatively limited. The proposed revisions intend to treat all of the housing types likely to be located in a manufactured/mobile home park (manufactured, mobile, RV) the same. Requirements that impose fire, safety, utility hook-up etc., would remain in place and apply equally to all housing types, including recreational vehicles. The intent is to allow replacement of units within the housing park provided the total number of units is not increased. The replacement unit would be required to be connected to utilities and be placed on the previously approved pad/site location regardless of whether it is a manufactured home or recreational vehicle. The amendments were unanimously recommended by the Planning Commission. A letter from the Planning Commission encouraging additional code revisions for expanded consideration of occupancy of recreational vehicles is included.

Neighborhood/Community Interests (if known):

None Known.

Options:

1. Approve the ordinance allowing recreational vehicles to be used as residences in manufactured housing parks, as proposed.
2. Direct staff to modify the proposed Municipal code amendments and return with a revised ordinance.
3. Do not approve the proposed ordinance.

Financial Impact:

None

Attachments:

Ordinance
Planning Commission Letter

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTERS 16.06.060, 18.02.180, 18.04.040, 18.04.060, TO REMOVE CONFLICTS BETWEEN THE MUNICIPAL CODE AND STATE LAW RELATED TO RESIDING IN RECREATIONAL VEHICLES WITHIN MANUFACTURED / MOBILE HOUSING COMMUNITIES

WHEREAS, the City wishes to ensure accuracy in its Municipal Code and consistency with State law; and

WHEREAS, the amendments herein are procedural actions resulting in non-substantive changes respecting use or modification to the environment and are therefore not subject to the State Environmental Policy Act (SEPA) pursuant to WAC 197-11-800(19); and

WHEREAS, on June 10, 2020, a legal notice was published in *The Olympian* newspaper regarding a public hearing on the proposed amendments to be held before the Olympia Planning Commission (OPC); and

WHEREAS, the OPC reviewed the proposal on July 16, 2020, and recommended that the proposed amendments were consistent with the City's Comprehensive Plan and that they be forwarded to the City Council for consideration; and

WHEREAS, this Ordinance meets the goals and requirements of the Growth Management Act; and

WHEREAS, Chapters 35A.63 and 36.70A RCW and Article 11, Section 11 of the Washington State Constitution authorize and permit the City to adopt this Ordinance; and

WHEREAS, this Ordinance is supported by the staff report and materials associated with this Ordinance, along with other documents on file with the City of Olympia; and

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

Section 1. Amendment of OMC 16.06.030(B). Olympia Municipal Code 16.06.030(B) is hereby amended to read as follows:

B. EXTERIOR PROPERTY AREAS

302.1 Sanitation. Exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and Drainage. Premises shall be graded and maintained to prevent erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.
EXCEPTION: Approved retention areas and reservoirs.

302.3 Sidewalks and driveway. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes

which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor Vehicles. Except as provided for in other regulations, no inoperative or unlicensed vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. For purposes of this section "vehicle" is defined in the Revised Code of Washington Section 46.04.670.

EXCEPTION: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate, or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving, or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

302.10 Recreational vehicles or other vehicles. No recreational vehicle as defined by the Olympia Municipal Code Chapter 18.02.180 or other vehicles shall be used for the purpose of living, sleeping, cooking or any similar use while parked on publicly owned or private property.

EXCEPTIONS:

1. Recreational vehicles lawfully located in manufactured/mobile communities (as defined in RCW 59.20.030) may be used as a primary residence for the purpose of living, sleeping, cooking or similar uses, provided that that:
 - a. The recreational vehicle has a Recreational Park Trailer or Recreation Vehicle Label provided by Washington State Department of Labor and Industries (Or its equivalent if from another state).
 - b. The total number of residential units within the community/park does not exceed the number established within the land use approval. A recreational vehicle may replace a manufactured or mobile unit, but additional units require land use approval prior.
 - c. A recreational vehicle is not permitted as an accessory living quarter or an accessory dwelling unit to any other primary residence within the community/park.
 - d. The recreational vehicle must comply with all applicable requirements of the International Building and Fire Codes in effect at the time of application.

e. Unless the pad/side is shown on the approved site plan without connection, the recreational vehicle must be connected to the sanitary sewer or an onsite sewage system in compliance with OMC 13.08.090 and all applicable Thurston County regulations.

2. Recreational vehicles may be permitted to be used as a temporary residence, provided the criteria and approvals required in OMC 18.04.060(DD) Temporary Uses are satisfied.

302.11 Cargo containers and semi-trailers.

302.11.1 Cargo containers, except as otherwise permitted by Olympia Municipal Code Title 18 shall not be permitted to be used as storage buildings. Cargo containers which are permitted by the land use regulatory code to be used as storage buildings shall be provided with a foundation system that provides adequate clearance from the ground to prevent deterioration and shall be provided with an anchorage system to prevent sliding or overturning by wind or seismic forces prescribed by the building code.

302.11.2 Semi trailers shall not be used as storage buildings.

302.12 Additional nuisances.

A. Causing or allowing any human or animal waste, poison, poison oak or ivy, or noxious substance to be collected or to remain in any place, street, highway, or alley in the City in a manner which is reasonably offensive to the public; or

B. Obstructing or encroaching upon or rendering unsafe for passage any public highway, private way, street, sidewalk, trail, alley, park, square, driveway, lake, or stream in the City; or

C. Excavating or maintaining on public or private property any hole, excavation or pit which is reasonably dangerous to the public or adjacent property.

Section 2. Amendment of OMC 18.02.180(R). Olympia Municipal Code Subsection 18.02.180(R) is hereby amended to read as follows:

R. DEFINITIONS - SPECIFIC.

Radio Frequency Emissions. Any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment on the ground, antenna support structure, building, or other vertical projection.

Radio, Television, or Communication Tower. A vertical structure that is intended to send or receive radio, or other wireless communications and to serve more than one user or an enterprise whose principal business is such communications. See Antenna.

Ravine. A narrow gorge that normally contains steep slopes and is deeper than ten (10) vertical feet as measured from the lowest point of the valley to the top of the slope.

Rear Yard. See Yard, Rear.

Reasonable Alternative. An activity that could feasibly attain or approximate a proposal's objectives, but with less environmental impact or decreased level of environmental degradation.

Recreation, Active. Leisure-time activities, usually of a formal nature and often performed with others, requiring equipment and taking place at prescribed places, sites, or fields.

Recreation, Commercial. A facility operated as a business which is designed and equipped for leisure-time activities such as theaters, bowling alleys, museums, aquariums, public and private recreational concessions, miniature golf, archery ranges, and amusement activities such as coin or token-operated machines, rides, or booths to conduct games. (See also Health Fitness Centers and Dance Studios, Golf Courses, Country Clubs, and Riding Stables.)

Recreation, Passive. Activities that involve relatively inactive or less energetic activities, such as walking, sitting, picnicking, card games, chess, checkers, or similar table games and activities which may involve educating the user.

Recreation Facility. A place designed and equipped for the purpose of sports and leisure-time activities.
Recreational Vehicle. A vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for recreational or sporting purposes. The term recreational vehicle includes, but is not limited to, travel trailers, pick-up campers, camping trailers, tiny-houses on wheels, motor coach homes, converted trucks, ~~or buses, or boats, and boat trailers, and all terrain vehicles.~~

Recreational Vehicle Park. Any lot or parcel of land upon which two or more recreational vehicles sites are located, established, or maintained as temporary living quarters for recreation or vacation purposes, not to exceed 180 days in any one-year period.

Recycling. The process by which waste products are collected and reduced to raw materials and transformed into new products.

Recycling Facility. A facility for the collection and/or sorting and storage of recyclable materials generated from domestic or small business sources, such as bottles, cans, paper, cardboard, aluminum, and plastics. This definition does not include facilities for the processing of recyclable materials, which are classified as an industrial use. Recycling facilities are further divided into two categories: Type I Recycling Facilities include bins or other temporary or permanent facilities for the collection of small quantities of recyclable materials to be sorted and/or processed elsewhere. A Type I facility may be accessory to a primary use, such as a recycling bin at a grocery store parking lot. Type II Recycling Facilities include facilities primarily dedicated to the collection, sorting, or purchase and resale of recyclable materials.
Remodel. The alteration, restoration, reconstruction, addition to, structural modification, change of existing building footprint or internal floor plan that requires city approval or the issuance of any City permit.

Rental, Residence. The temporary rental of a single-family home for personal social events such as a wedding reception, private party or similar activity. (See also Temporary Uses.)

Replat. The further division of lots or the relocation of lot lines of any lot or lots within a subdivision previously approved and recorded according to law; or the alteration of any streets or the establishment of any new streets within any such subdivision, but not including conveyances, made so as to combine existing lots by deed or other instruction.

Restaurant. A use providing preparation and retail sale of food and beverages, including coffee shops, sandwich shops, ice cream parlors, fast food take-out, espresso stands, and similar uses. A restaurant may include licensed "on-site" provision of alcoholic beverages for consumption on the premises when accessory to such food service. A "drive-in" restaurant is one where all or a significant portion of the consumption takes place or is designed to take place with the patrons remaining in their vehicles while on the premises. A "drive-through" restaurant is one which has one or more drive-through lanes for ordering and dispensing of food and beverages to patrons remaining in their vehicles, for consumption off the premises.

Restoration. Measures taken to restore an altered or damaged natural feature including:

- a. Active steps taken to restore damaged wetlands, streams, protected habitat, or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
- b. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events.

Restrictive Covenant. A restriction on the use of land usually set forth in the deed. [NOTE: Restrictive covenants usually run with the land and are binding upon subsequent owners of the property. However, some restrictive covenants run for specific periods of time.]

Retail Trade. The selling of goods or merchandise to the general public for personal, business, or household consumption. The retail sales establishment is usually a place of business and is engaged in activity to attract the general public to buy goods. The establishment may also buy and receive goods.

Retail sales includes services related to the retail goods. The establishment may process, repair, manufacture, and wholesale some of the products, such as jewelry, baked goods, beverages, apparel, pottery, or consumer electronics, but such processing, repair, or manufacturing must be associated with retail activities, be limited to rear or upper floor areas in the same building, and emit no loud noise or noxious odor. See Industry, Light.

Revision of Application, Minor. A change or correction by an applicant of a proposed project, either voluntarily or to conform with applicable standards and requirements, that does not, in the opinion of the Director, constitute a substantial change requiring reinitialization of the review process and period.

Revision of Application, Substantial. A change or correction by an applicant of a proposed project, either initiated voluntarily by the applicant or to conform with applicable standards and requirements, that in the opinion of the Director requires a new review process and period. For example, a change in a proposal which, as a result of changes in the proposed land use, substantially greater floor area or number of residential units, or substantial relocation of uses or structures, or the like, probably would result in significantly different impacts to the environment, upon public services or facilities, or to neighboring properties or land uses.

Review Authority. A person, committee, commission or council responsible for review and final action on a land use or development entitlement or permit.

Revolving Sign. See Sign, Animated.

Rezone. A change in the land use classification of a specific area to another use classification.

Right-of-Way - Improved. All of the right-of-way where any portion of it is used for motor vehicle travel.

Rights-of-Way. The right of one to use or pass over the property of another.

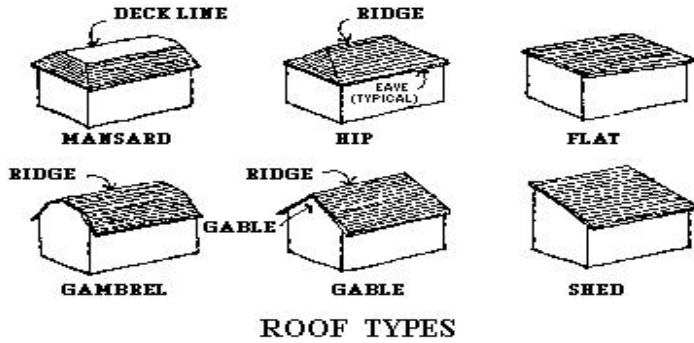


FIGURE 2-6

Roof. The outside top covering of a building.

Rooming House. See Lodging House.

ROW. Rights-of-ways of public easements, roadways, streets, or other so defined public access locations.
 Rummage Sale. An occasional or periodic market held in an open area or structure which is sponsored by schools, places of worship or other nonprofit organizations.

Run With The Land. A covenant, benefit or restriction of the use of land binding on present and future owners of the property.

Section 3. Amendment of OMC 18.04.040(B). Olympia Municipal Code OMC Subsection 18.04.040(B) is hereby amended to read as follows:

18.04.040 Permitted, conditional and prohibited uses

B. Prohibited and Unspecified Uses. Land uses which are not listed in Table 4.01 as permitted or conditional uses are prohibited. However, the Director of Community Planning and Development may authorize unlisted uses consistent with Section 18.02.080, Interpretations.

In addition to those uses prohibited by Table 4.01, the following uses are prohibited in these districts:

1. All Residential Districts.
 - a. Adult oriented businesses (see Chapter 18.02, Definitions).
 - b. Mobile homes, except in approved mobile home/manufactured home parks or when used as ~~emergency housing or contractors' offices~~ temporary housing consistent with Section 18.04.060(EEDD), Temporary Uses.
 - c. Habitation of recreational vehicles, except when used as temporary housing consistent with Section 18.04.060(DD) or as permanent housing within a mobile/manufactured housing park as outlined in Section 18.04.060(P) and Section 16.06.030(B).
 - d. Junk yards.
 - e. Uses which customarily create noise, vibration, smoke, dust, glare, or toxic or noxious emissions exceeding those typically generated by allowed uses.
 - f. Secure community transition facilities.

2. All Residential Districts Except RMU. Conversion of residences to a commercial use (not including home occupations).
3. RMU District.
 - a. Home improvement/hardware stores larger than ten thousand (10,000) square feet in size.
 - b. Garden stores.
 - c. Motor vehicle sales.
 - d. Service stations.
 - e. The sale of gasoline.
 - f. Drive-in and drive-through businesses and uses.

Section 4. Amendment of OMC 18.04.060(P). Olympia Municipal Code Subsection 18.04.060(P) is hereby amended to read as follows:

P. MANUFACTURED OR MOBILE HOME PARKS.

The following requirements apply to all manufactured/mobile home parks subject to conditional use approval.

1. Site Size. The minimum size for a manufactured or mobile home park shall be five (5) acres.
2. Utilities. Manufactured or mobile home parks shall be completely and adequately served by City utilities.
3. Lot Sizes. Each space or lot upon which a manufactured or mobile home is to be located shall be at least two thousand five hundred (2,500) square feet in area and have a minimum width of thirty (30) feet, exclusive of common parking areas and driveways.
4. Accessory Buildings. Buildings and structures accessory ~~individual manufactured or mobile homes to the primary residence (manufactured home, mobile home, or recreational vehicle)~~ located on an approved pad within the manufactured / mobile housing park shall be allowed, provided at least fifty (50) percent of the ~~space or lot pad/site remains in open space unencumbered by structures.~~ An accessory roof or awning may be attached to a manufactured or mobile home and shall be considered a part thereof. Automobile parking spaces, which are not computed in the space or lot area, may be covered with a carport.
5. Access. All drives within the park shall be hard surfaced. Sidewalks and paths shall be provided consistent with applicable City Development Standards.
6. Clearance. There shall be at least ten (10) feet clearance between manufactured or mobile homes. Manufactured or mobile homes shall not be located closer than ten (10) feet from any building within the park or from any property line bounding the park.
7. Screening. There shall be sight-obscuring fencing (see Section 18.40.060(D), Fencing), landscaping, or natural vegetated buffers at least eight (8) feet wide on all sides of the park. Such

screening shall contain openings which provide direct pedestrian access to adjoining streets and trails.

8. Open Space. At least five hundred (500) square feet of ground area for each manufactured or mobile home space shall be made available in a centralized location or locations for recreational uses. (See Section 18.04.080(J).) At least fifty percent (50%) of such open space shall comply with soil and vegetation protection area standards.

9. Lighting. Access roadways and recreational areas shall be provided with general area lighting at no less than five-tenths (5/10) foot candle intensity as measured at ground level.

10. Site Plan. A complete and detailed plot plan shall be submitted to the Hearing Examiner for approval. The plan shall show the locations and dimensions of all contemplated buildings, structures, spaces, driveways and roads and recreational areas. The City may require additional information as necessary to determine whether the proposed park meets all the above mentioned conditions and other applicable provisions of this code.

Section 5. Amendment of OMC 18.04.060(DD). Olympia Municipal Code Subsection 18.04.060(DD) is hereby amended to read as follows:

DD. TEMPORARY USES.

1. Intent. Certain uses, when active for a limited period of time and when properly regulated, can be compatible, or otherwise limited in impact to neighboring properties and the general community. In accord with this intent, no temporary use shall be allowed unless a temporary use permit is approved by the City as prescribed by this section. Each separately proposed activity or use shall require a separate permit and payment of the fee required by OMC 4.40.010(A).

2. General Standards. Temporary uses are subject to the following regulations:

a. No temporary use shall be permitted on public rights-of-way, unless a rights-of-way obstruction permit is authorized by the Public Works Department.

b. Temporary uses not listed in the use table in this chapter may be authorized by the applicable approval authority, provided such temporary uses are similar to and no more intensive than other temporary uses permitted in the district in which the subject property is located.

c. The applicable approval authority may apply additional conditions to any temporary use permit in order to:

- i. Ensure compliance with this chapter;
- ii. Ensure that such use is not detrimental to neighboring properties and the community as a whole; and
- iii. Ensure compliance with the International Building Code.

d. Within three (3) days after termination of the temporary use permit, such use shall be abated and all structures, signs and evidence of such use removed. The City may require a financial surety be posted by the applicant upon application to defray the costs of cleanup and repair of the property should the permittee fail to do so. The property owner is responsible for any abatement action and costs should the permittee fail to properly clean and repair the property.

e. Temporary use permits not exercised within thirty (30) days of issuance shall be null and void.

3. Specific Temporary Use Standards. The following temporary uses are permitted subject to the requirements below.

a. Use of mobile homes, and recreational vehicles as emergency housing during reconstruction of a dwelling following damage sustained from earthquake, fire, storm or other natural disaster, not to exceed the period of reconstruction.

b. A recreational vehicle may be used as temporary housing during the construction of a primary residence, for a period not to exceed twenty four (24) months; provided all of the following criteria are met:

- i. The recreational vehicle must be occupied by the property owner and cannot exceed manufacturer recommended occupant loads/levels. The owner of the property must be the registered owner of the recreational vehicle. The owner shall provide proof of current vehicle registration, insurance, and a valid driver's license.
- ii. Occupancy of the recreational vehicle is limited to the time necessary for construction in which occupation of the primary residence is prohibited by the scope of work and no other residence onsite is available.
- iii. Occupation of the recreational vehicle may not exceed twenty four (24) months. Extensions are not permitted.
- iv. The owner shall provide the building permit number for the construction at the time of application for the Temporary Use Permit and the building permit approval must be conditioned to ensure the recreational vehicle has been vacated, relocated to an approved storage location, and detached from the sewer/septic system prior to occupancy of the primary residence being constructed.
- v. The recreational vehicle must contain at least one internal toilet and at least one internal shower and must include a Recreational Park Trailer or Recreation Vehicle label from Washington State Labor and Industries (or equivalent agency if from another state). The owner shall provide proof of compliance with these requirements with the Temporary Use Permit Application.
- vi. The recreational vehicle must be connected to the sanitary sewer or an onsite sewage system in compliance with OMC 13.08.090 and all applicable Thurston County Regulations for the duration of the occupation and connection to the approved sewer/septic system. The recreational vehicle must be disconnected from the sewer/septic system prior to occupancy of the residence.

~~b.c.~~ One model home per five acres may be constructed in each subdivision prior to final plat approval. Model homes shall contain a functional restroom served by City water. The applicant for a model home permit shall provide adequate parking and emergency access. The Director may authorize appropriate temporary provisions of water and sewer service and other utilities prior to final plat approval. Operation of model homes shall cease when building permits have been issued for ninety (90) percent of the subdivision's lots.

ed. Residences rented for personal social events, such as wedding receptions, private parties or similar activities. No more than six (6) such events may occur during any one (1) year.

de. Temporary, commercial wireless communications facilities, for the purposes of providing coverage of a special event such as news coverage or sporting event. Such facilities must comply with all federal and state requirements. Temporary wireless communications facilities may be exempt from the provisions of Chapter 18.44 up to one week after the duration of the special event.

4. Violations. At any time when such temporary use is operated in violation of required conditions of this section, or otherwise found to constitute a nuisance, the City may revoke the temporary use permit. The permittee shall be given notice of and an opportunity to contest the revocation prior to a final determination. If, in the opinion of the approval authority, the violation poses a life, health, or safety threat, the temporary use permit may be revoked immediately, and the permittee shall be given the opportunity to request reconsideration and/or appeal.

Section 6. 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 7. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 8. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

August 13, 2020

Mayor Selby and City Councilmembers
City of Olympia, Washington

RE: OPC Recommendation – Amendments to the Municipal Code related to Recreational Vehicles

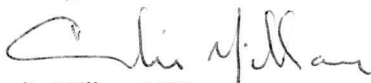
Dear Mayor and City Councilmembers;

The Olympia Planning Commission is pleased to recommend approval of the ordinance that amends the municipal code to permit recreational vehicles in manufactured/mobile home communities. The Commission determined that these changes align with the Olympia Comprehensive Plan and are consistent with Goal GL16: **“The range of housing types and densities are consistent with the community’s changing population needs and preferences.”**

During consideration of the code amendments, several Commissions acknowledged the value in increasing housing options, but felt the ordinance could have done more to consider opportunities for expanding access to recreational vehicles as a very low income housing option. As limited as the Commission is to substantially modify the item before it, and taking into account State law that mandated these changes, the consensus of the Commission is to recommend approval and reinforce the urgency to implement a long range housing plan that provides housing options to all residents.

The Planning Commission is honored to serve the Mayor, City Council and people of Olympia. We look forward to helping Olympia achieve the goals expressed in the Comprehensive Plan.

Sincerely,



Candis Millar, AICP
Chair, Olympia Planning Commission



City Council

Approval of an Ordinance Amending Ordinance 7247 (Operating, Special and Capital Budgets) - Third Quarter 2020

Agenda Date: 10/20/2020
Agenda Item Number: 4.H
File Number:20-0828

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Amending Ordinance 7247 (Operating, Special and Capital Budgets) -
Third Quarter 2020

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the proposed Ordinance that amends Ordinances 7247 on first reading and forward to second reading.

Report

Issue:

Whether to amend Ordinances 7247 on first reading and forward to second reading.

Staff Contact:

Nanci Lien, Fiscal Services Director, Administrative Services Department, 360.753.8465

Presenter(s):

None - Consent Calendar item

Background and Analysis:

City Council may revise the City's Operating, Special Funds and Capital Budgets by approving an ordinance. Generally, budget amendments are presented quarterly to Council for review and approval but may be made at any time during the year. The amended ordinances appropriate funds and provide authorization to expend the funds.

No separate ordinances have been passed since the adoption of ordinance 7247.

The attached ordinance includes recommended amendments to the 2020 Operating Funds, Specials Funds, and Capital Funds for department requests for budget amendments for the 3rd Quarter in

2020. Department requests are summarized below:

Administrative Services

- Reduction in appropriations of (\$64,000). Correction of in 2nd Quarter Budget amendment for addition of Equity & Inclusion Coordinator. Funding already existed within the General Fund. Reduction in appropriation will increase fund balance.
- Transfers appropriations of \$148,300 for 2020 debt service on the new fire truck. Funding from Fire Equipment Reserve.
- Reduction of (\$13,664,600) in appropriations and associated transfers for adjustments in debt service for Parks property. This is an administrative budget clean-up for the BAN pay-off of the Yelm Highway Park property. The payoff was originally budgeted to occur in the 2020 budget. Timing on the payoff was changed when City refinanced on BAN in December 2019. Reduction in appropriations will increase fund balance in the Parks & Sidewalk Utility Tax fund.
- \$375,622 in appropriations and associated transfers for replacement of financial management information and human resource system. Funding from General Fund fund balance that resulted from ASD budget savings at end of 2019.

Community Planning & Development

- \$51,500 in appropriations for contracted hygiene services for unsheltered population. Funding from Thurston County Public Health and Social Services related to COVID-19 response.
- \$159,177 in appropriation for City's homeless response. Funding to come from Home Fund (operating) fund balance.
- \$1,000,000 in transfers for supporting community economic recovery efforts resulting from the COVID-19 pandemic. \$25,000 is appropriated and \$975,000 remains in fund balance. Funding from the Capital Economic Reserve fund.

Parks

- \$5,000 in appropriations related to REI grant that was omitted in carryover budget amendment earlier this year. Funding from General Fund fund balance.

Police

- Reduction in appropriations of (\$402,562) for Substance Abuse Block Grant. Recognized revenue for full grant in 2nd Quarter Budget Amendment. City will only receive 50 percent of grant funding in 2020. The remaining 50 percent will be received in 2021.

Neighborhood/Community Interests (if known):

None noted.

Options:

1. Approve ordinance amending ordinance 7247. This provides staff with budget capacity to proceed with initiatives approved by Council.

2. Do not approve the amending ordinance; staff will not have authorization to expend the funds.

Financial Impact:

Total decrease in appropriations of \$11,665,541 (includes transfers between funds); Operating Funds decrease in appropriations of \$13,201,618; Special Funds increase in appropriations of \$210,677; and Capital Funds increase in appropriations of \$1,335,400. Funding sources are noted above.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA'S 2020 OPERATING, SPECIAL, AND CAPITAL BUDGETS AND 2020-2025 CAPITAL FACILITIES PLAN; SETTING FORTH THE ESTIMATED REVENUES AND APPROPRIATIONS AND AMENDING ORDINANCE NO. 7247

WHEREAS, the Olympia City Council adopted the 2020 Operating, Special Funds and Capital Budgets, and 2020-2025 Capital Facilities Plan by passing Ordinance No. 7224 on December 17, 2019; and

WHEREAS, the Olympia City Council amended Ordinance No. 7224 by passage of Ordinance No. 7245 on May 19, 2020; and

WHEREAS, the Olympia City Council amended Ordinance No. 7245 by passage of Ordinance No. 7247 on July 21, 2020; and

WHEREAS, throughout the year, updates are required to recognize changes relating to budget, finance, and salaries; and

WHEREAS, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A.070(3); and

WHEREAS, the following amendments need to be made to Ordinance No. 7247;

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2020 through 2025, a copy of which will be on file with the Office of the Finance Director and available on the City's web site, is hereby adopted as the Capital Facilities Plan for the City of Olympia and is incorporated herein as though fully set forth.

Section 2. Upon appropriation by the City Council of funds, the City Manager shall be authorized to prepare plans and specifications, to take bids, and to make expenditures for the projects set forth in the CFP during the year for which said projects are scheduled; provided, however, that any award of bids and execution of contracts for construction shall be approved as provided in OMC Chapter 3.16.

Section 3. It is anticipated that the funding source and the construction schedule for projects identified in the CFP may be changed over the next year. Such changes shall not constitute an amendment to the Comprehensive Plan for purposes of RCW 36.70A.130.

Section 4. The Finance Director is hereby authorized to bring forward into fiscal year 2020 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

Section 5. The 2020 Estimated Revenues and Appropriations for each Fund are as follows:

Operating Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
General, Regular Operations	<u>\$1,457,799</u>	<u>\$87,868,783</u>	<u>\$89,326,582</u>	
	<u>\$1,774,421</u>	<u>\$87,466,221</u>	<u>\$89,240,642</u>	0
General, Special Sub-Funds				
Special Accounts	<u>—(36,207)</u>	<u>\$1,180,295</u>	<u>—1,144,088</u>	0
	<u>-</u>	<u>2,555,917</u>	<u>1,544,710</u>	<u>1,011,207</u>
Development Fee Revenue	421,394	\$3,677,069	4,098,463	0
Parking	68,292	\$1,510,840	1,579,132	0
Post Employment Benefits	370,000	\$1,005,000	1,375,000	0
Washington Center Endowment	166,109	\$10,500	176,609	0
Washington Center Operating	0	\$530,500	530,500	0
Municipal Arts	0	\$59,544	59,544	0
Equipment & Facilities Reserve	3,297,723	\$1,854,047	5,151,770	0
Total General Fund	<u>\$5,745,110</u>	<u>\$97,696,578</u>	<u>\$103,441,688</u>	\$0
	<u>\$6,097,939</u>	<u>\$98,669,638</u>	<u>\$103,756,370</u>	<u>\$1,011,207</u>
LID Control	0	9,797	9,797	0
LID Guarantee	9,797	0	9,797	0
4th/5th Avenue Corridor Bridge Loan	0	539,099	539,099	0
UTGO Bond Fund - 2009 Fire	0	1,190,757	1,190,757	0
		<u>—2,419,518</u>	<u>—2,419,518</u>	
City Hall Debt Fund - 2009	0	<u>2,567,818</u>	<u>2,567,818</u>	0
2010 LTGO Bond - Street Projects	0	438,613	438,613	0
L.O.C.A.L. Debt Fund - 2010	0	89,142	89,142	0
2010B LTGO Bonds - HOCCM	0	457,088	457,088	0
2013 LTGO Bond Fund	0	675,775	675,775	0
		<u>—14,673,000</u>	<u>—14,673,000</u>	
2016 LTGO Parks BAN	0	<u>1,008,400</u>	<u>1,008,400</u>	0
Water Utility O&M	0	15,729,920	15,369,088	360,832
Sewer Utility O&M	3,603	21,553,824	21,557,427	0
Solid Waste Utility	0	13,621,465	13,384,073	237,392
Stormwater Utility	791,953	5,710,756	6,502,709	0
Water/Sewer Bonds	0	2,042,382	2,042,382	0
Stormwater Debt Fund	0	123,650	123,650	0
Water/Sewer Bond Reserve	0	0	0	0
Equipment Rental	123,364	2,509,643	2,633,007	0
Subtotal Other Operating Funds	<u>\$928,717</u>	<u>\$81,784,429</u>	<u>\$82,114,922</u>	\$598,224
	<u>\$928,717</u>	<u>\$68,268,129</u>	<u>\$68,598,622</u>	\$598,224
Total Operating Budget	<u>\$6,673,827</u>	<u>\$179,481,007</u>	<u>\$185,556,610</u>	\$598,224
	<u>\$7,026,656</u>	<u>\$166,937,767</u>	<u>\$172,354,992</u>	<u>\$1,609,431</u>

Special Funds Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
HUD Fund	\$0	\$600,000	\$592,130	7,870
Lodging Tax Fund	0	1,132,309	1,072,443	59,866
Parking Business Improvement Area Fund	30,565	100,000	130,565	0
Farmers Market Repair and Replacement Fund	0	0	0	0
Hands On Children's Museum	182,854	543,634	726,488	0
Transportation Benefit District	2,430,059	0	2,430,059	0
Olympia Metropolitan Park District	2,673,719	0	2,673,719	0
Home Fund Operating Fund	640,448 799,625	2,521,816 2,573,316	3,162,264 3,372,941	0
Fire Equipment Replacement Fund	2,061,546	200,000	2,261,546	0
Equipment Rental Replacement	2,376,762	2,336,577	4,713,339	0
Unemployment Compensation Fund	0	112,500	85,000	27,500
Insurance Trust Fund	119,825	247,618	2,596,011	0
Workers Compensation Fund	204,000	1,450,500	1,654,500	0
Total Special Funds Budget	\$10,719,778 \$10,878,955	\$11,473,522 \$11,525,022	\$22,098,064 \$22,308,741	\$95,236

Capital Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
Impact Fee	\$8,823,949	\$467,191	\$9,291,140	0
SEPA Mitigation Fee Fund	713,682	0	713,682	0
Parks & Recreational Sidewalk, Utility Tax Fund	3,361,650 3,697,050	\$2,668,536	6,030,186 6,365,586	0
Real Estate Excise Tax Fund	3,722,621	\$2,274,752	5,997,373	0
Capital Improvement Fund	8,265,023 9,265,023	\$36,818,280	45,083,303 46,083,303	0
Olympia Home Fund Capital Fund	0	\$1,636,310	1,636,310	0
Water CIP Fund	22,779,287	\$9,188,758	31,968,045	0
Sewer CIP Fund	10,642,267	\$1,692,301	12,334,568	0
Waste ReSources CIP Fund	0	\$390,300	232,552	157,748
Storm Water CIP Fund	9,583,180	\$3,486,758	13,069,938	0
Storm Drainage Mitigation Fund	441,037	\$0	441,037	0
	\$68,332,696		\$126,798,134	
Total Capital Budget	\$69,668,096	\$58,623,186	\$128,133,534	\$157,748
Total City Budget	\$85,726,301 \$87,573,707	\$249,577,715 \$237,085,975	\$334,452,808 \$322,797,267	\$851,208 \$1,862,415

Section 6. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

Section 7. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 8. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Olympia Municipal Code 4.70 and 10.16 Related to Parking

Agenda Date: 10/20/2020
Agenda Item Number: 4.I
File Number:20-0813

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Amending Olympia Municipal Code 4.70 and 10.16 Related to Parking

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee recommends the proposed changes.

City Manager Recommendation:

Move to approve the ordinance amending Olympia Municipal Code 4.70 and 10.16 related to parking on first reading and forward to second reading.

Report

Issue:

Whether to approve the proposed parking ordinance changes on first reading.

Staff Contact:

Max DeJarnatt, Parking Program Analyst, Community Planning and Development, 360.570.3723

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In response to community concern over the Parking Strategy's proposed residential fee increases to the South Capitol neighborhood, City staff worked with neighborhood representatives alongside the State Department of Enterprise Services through a facilitated, interest-based group process to develop a parking plan [attached] that addresses the unique pressures visitor parking on the Capitol places on this historic neighborhood.

The ordinance is the first of two phases covering the recommended changes. This phase includes:

- renaming the residential zones to better reflect the neighborhood's residential character,
- increasing fines for overtime parking to match the Capitol's,
- reducing the number of permitted vehicles per household from four to three,

- allowing for on-street metered parking,

In addition, fees for Residential Zone 6 (east of Plum Street) are brought into line with Downtown residential fees (\$60). This is consistent with the Parking Strategy, adopted by council in April 2019.

A second phase to complete the parking recommendations developed by the Capitol Neighborhood Work Group will follow when Parking Operations is able to support these changes. The next phase will include:

- reassigning zone boundaries,
- including a discount for poor and infirm permit holders, and
- and increasing permit fees.

Neighborhood/Community Interests (if known):

The historic South Capitol neighborhood has long struggled with parking scarcity during legislative sessions.

Options:

1. Approve the ordinance Amending Olympia Municipal Code 4.70 and 10.16 Related to Parking
2. Alter the proposed OMC updates.
3. Do not approve the proposed OMC updates at this time and provide staff guidance.

Financial Impact:

Incorporating metered parking and increasing permit fees and citations for the residential parking program in the South Capitol Neighborhood helps sustain the costs of enforcement in the area.

Attachments:

Ordinance
South Capitol Work Group Report (Parking Plan)
[Link to Residential Parking webpage](#)

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE RESIDENTIAL PARKING PROGRAM AND AMENDING OLYMPIA MUNICIPAL CODE SECTIONS 4.70.010, 10.15.055, and 10.15.080

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, City staff, alongside representatives of the South Capitol Neighborhood and the Washington State Department of Enterprise Services (DOE), developed through a facilitated, consensus-based process a plan to mitigate impacts of State Capitol visitor parking to the South Capitol Historic Neighborhood; and

WHEREAS, that plan was presented to members of the South Capitol Neighborhood Association, local State Legislators, DOE, and the City Council in December 2019; and

WHEREAS, staff has proposed amendments to Olympia Municipal Code Chapter 10.16 (the Parking Code) and Chapter 4.70 (the Fees Code), which support the City's goals, strategies, and implementation timelines for parking in Downtown Olympia and surrounding neighborhoods; and

WHEREAS, changes to the Parking Code will also enable Community Planning and Development Parking Services staff to more effectively manage parking in and around downtown, including adjacent neighborhoods; 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 4.70.010. Olympia Municipal Code Section 4.70.010 is hereby amended to read as follows:

4.70.010 Residential parking fees

Vehicle registration fees for the Residential Parking Program described in OMC 10.16.055 are set for each zone as follows:

- A. Ten and no/100 dollars (\$10.00) per year, per vehicle registered in the program for Zones 1, 2, and 3, ~~and 6~~.
- B. Sixty and no/100 dollars (\$60.00) per year, per vehicle registered in the program for Zones 4, 5, 6, 7, and 8.

Section 2. Amendment of OMC 10.16.055. Olympia Municipal Code 10.16.055 is hereby amended to read as follows:

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 Parking Zone 1: 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~~ South Capitol Neighborhood Parking Zones 2 and 3.
2. Zone 2 - ~~Capitol Campus Area~~ South Capitol Neighborhood Parking Zone 2: 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~~ South Capitol Neighborhood Parking Zone 3: 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~~ is 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~~ is 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.

Fees for residential parking are as set forth in OMC Chapter 4.70.

4. Vehicle limits ~~are set for~~ each zone are as follows:

a. Residents in Zones 1, 2, and 3 may register up to a maximum of three vehicles per household (address) regardless of the number of licensed drivers (residents).

~~ab. Residents in 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).

~~bc. Residents in 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).

ed. The Parking Services Supervisor is authorized to make allowances for special circumstances or hardship cases in regards to vehicle limits for all zones.

5. 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~~ must 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~~ must 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~~ shall 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~~ shall 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 evidence~~ shall constitute a prima facie presumption evidence that the vehicle has been parked in violation of this section.
 - b. A first infraction ~~shall constitute~~ shall constitute overtime parking and ~~shall result~~ shall result in a penalty of twenty and no/100 dollars (\$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~~ shall constitute a chain parking violation and ~~results~~ results in a penalty of forty and no/100 dollars (\$40.00). After three citations for violation of this section, the vehicle may be impounded as provided for in 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 Zone 1: 1- and 2-hour timed, and 3-hour metered parking spaces.
 - b. Zone 2 - ~~Capitol Campus Area~~ South Capitol Neighborhood Zone 2: 1-hour timed and 2-hour metered parking spaces.
 - c. Zone 3 - ~~Capitol Campus Area~~ South Capitol Neighborhood Zone 3: 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~~ are 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~~ are 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~~ will only be issued for guests of people residing at the household (address). Exemptions ~~shall be~~ are 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. 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~~ may 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 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~~ must 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~~ may 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 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.

Section 3. Amendment of OMC 10.16.080. Olympia Municipal Code Section 10.16.080 is hereby amended to read as follows:

10.16.080 Free parking limits -- Penalty for Violation

- A. No person ~~shall~~ may 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 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 evidence~~ that the vehicle has been parked in violation of this section. It ~~shall be~~ is 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 in Residential Zones 4,5,6,7, or 8 ~~shall constitutes~~ overtime parking and ~~shall results~~ in a penalty of twenty ~~and no/100~~ dollars (\$20.00). If a vehicle is found, pursuant to OMC 10.16.055 through 10.16.110, parked within the areas designated herein for a second or subsequent consecutive timed period, same ~~shall constitutes~~ chain parking and results in a penalty of forty ~~and no/100~~ dollars (\$40.00).

D. A first infraction in Residential Zones 1, 2, or 3 constitutes overtime parking and results in a penalty of twenty-five and no/100 dollars (\$25.00). If a vehicle is found, pursuant to Sections 10.16.055 through 10.16.110, parked within the areas designated herein for a second or subsequent consecutive timed period, same constitutes chain parking and results in a penalty of fifty and no/100 dollars (\$50.00).

~~D.E.~~ 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 constitutes~~ an additional chain parking violation and ~~shall results~~ in an additional penalty of ~~forty-fifty~~ and no/100 dollars (~~\$40.00~~50.00) for each of the second, third or fourth subsequent chain parking violations.

Section 4. 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 5. 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 6. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 7. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

**PRESENTATION TO TRIAD
December 6, 2019**

Purpose of this Briefing

In Spring 2019, a group that included representatives of the South Capitol Neighborhood, City of Olympia and State of Washington (DES) was formed to use an interest-based process to resolve conflicts over parking enforcement costs, permit fees and associated issues. The Triad concurred with this process at its last meeting, June 3, 2019. This briefing is intended to inform the Triad of the outcomes of that process.

Background

Parking by non-residents in the South Capitol Neighborhood (SCN) increases significantly during the legislative session because the neighborhood is so close to the Capitol. This issue has been contentious among the State, City of Olympia and SCN for decades. In 1972, when the East Campus was being developed, increasing the number of state employees on Campus, and the State began charging parking fees to support debt service payments on the garage bond, parking demand was pushed out to the SCN. This led the City to establish a two-hour parking limit on the street for both residents and non-residents in the SCN.

In 1989, the City of Olympia implemented a courtesy notice for the first parking violation. Shortly thereafter, the residential parking permit system was implemented, modeled after what had been done in Seattle. This program allowed residents of SCN to purchase residential parking permits with which they could avoid parking time limits. Up to four permits per household were allowed.

The interest-based process was suggested to address neighborhood concerns resulting from the City of Olympia's 2018 update of the downtown parking strategy and proposal to increase residential parking permit fees in the SCN from \$10/year/vehicle to \$60/year/vehicle. In a meeting on December 13, 2018, a number of issues were raised by SCN residents that could not be sufficiently explained or resolved. It was agreed to form a work group that included representatives of the City, the SCN and the State of Washington who would use an interest-based process to try to resolve the conflicts over this issue and to develop an on-going system to address issues as they arise.

Each group of representatives reflects different elements of the problem.

- SCN residents need parking enforcement in the neighborhood to assure that they have access to their homes from the street to perform basic daily activities or accommodate visitors.
- City of Olympia provides parking enforcement and manages that program similarly to an Enterprise Fund, originally established for downtown parking.
- The State of Washington has an impact on the SCN as a result of visitors to the Capitol doing business with the Legislature and state agencies as well as state employees parking in the residential area. Although the State's policies support commute trip reduction programs, these do not affect the public doing business with the Legislature and State agencies or sufficiently incentivize employees to not bring their personal vehicles to the campus. Thus, State business creates parking problems in the SCN.

Process

The Interest-Based Group began meeting in June 2019. The first meeting was an orientation to the proposed process. There were 11 subsequent meetings which were used to:

- Understand the background of the issues;
- Identify interests of each party and issues for discussion;
- Propose options to address each issue; and

- Identify potential solutions from among the options.

It was understood that this process might take more time at the beginning but resolution through the process would likely be more durable than a conventional public engagement process. The interests that would need to be addressed in any final recommendation and the standards for making decisions about recommendations are attached in Attachment 3.

Conclusions & Recommendations

A wide range of options was identified and discussed based on a review of:

- Background data from each party, including history of the issue dating back to 1972;
- Impacts of state activities on the SCN, particularly activities surrounding the legislative process;
- Impacts of employee parking in the SCN, particularly east of Capitol Way;
- Capacity and limitations of State-provided parking facilities;
- DASH and shuttle services, past and present;
- Capacity of on-street parking in the SCN residential area;
- How parking enforcement is conducted; and
- Data about the cost of enforcement

After applying interests and pros and cons, and considering other factors, the conclusions and recommendations are as follows:

Conclusions

There are several changes that should be made to City Code that would benefit both the SCN and the City. These are reflected in the recommendations below.

The State’s parking impact on the SCN is harder to address because of the complexity of the State system. The majority of impacts to the SCN on the west side of Capitol Way are related to Legislative business. Parking facilities are limited, some parking spaces have been eliminated and not adequately replaced, and the Legislature has not funded additional parking in recent construction projects. As a result, there are not enough parking spaces on the west side of Capitol Way to adequately handle visitor parking during the Legislative Session, during committee days or for some special events at the campus. Parking at the Deschutes Parkway is available but not frequently used. Intercity Transit is not likely to add DASH service to that area because of the cost and because there are two regular transit routes from that area to downtown, allowing transfer to routes serving the campus.

Parking impacts in the SCN on the east side of Capitol Way are year-round.

Recommendations

The following consensus recommendations will be made to the Olympia City Council in the form of amendments to existing City ordinances:

- South Capitol Neighborhood Parking Zones. These should be renamed in city code as “South Capitol Neighborhood Parking Zones” and the boundaries of these zones should be redefined consistent with the map in Attachment 1.
- Addition of Paid Parking at Specific Areas Abutting SCN. Parking spaces should be added at areas shown in Attachment 2, utilizing mobile/phone payment parking at \$2.00/hour, for up to three hours parking maximum in the SCN parking zones west of Capitol Way and up to two hours parking maximum in SCN areas east of Capitol Way. Residents with permits and their visitors may park in those areas without paying parking fees or having overtime parking penalties, consistent with current City Code.

- Residential Parking Permit Fees. Residential permit fees should be raised to \$25 each for the first two vehicles, and \$35 for the third, with no provision for additional vehicles. The fee for qualified low-income residents should remain at \$10/vehicle.
- Fines for Parking Citations. Fines for overtime parking should be raised to \$25 for the first violation and \$50 for chain violations. The rate should be increased after a certain number of multiple citations. The City will develop a proposal for repeat offenders.
- Affidavits for Residential Parking Permits. The affidavit stating that off-street parking will not be leased or reserved for non-residents should be continued and renewed annually. The affidavit for home-based businesses should also be continued and required annually.

The following consensus recommendations will be made to the City of Olympia parking program staff:

- Enhanced Enforcement on Days with High Volume Parking Needs Associated with State Activities. City parking program staff should be trained in reviewing the legislative calendar to alert enforcement staff of periods in which there is a need for increased enforcement patrol in the SCN. Additionally, DES Visitor Services weekly event schedules and high volume training schedules at Jefferson Building should be provided to the parking staff for similar consideration.
- Neighborhood Education Process. The South Capitol Neighborhood Association (SCNA) and City will jointly prepare and present an education program to the SCN residents so that they will be well-informed of regulations, how the enforcement system works, what their options are, etc. The program will also be provided to the State for employee and visitor information. Planning to develop this program should start no later than February 28, 2020.
- Future Issue Resolution Process. Continuing issues related to parking will be addressed as follows:
 - These recommendations for parking program changes will be considered a pilot program for which the assumptions need to be validated. The City will reach out to the SCNA and State to set up a meeting to discuss parking issues in Fall 2020. At this meeting there will be insufficient data about the new system but the meeting will serve to keep communication open.
 - Thereafter, an annual meeting between the City, the State, and the SCNA to address parking issues of mutual interest will be held in the Fall of each year, beginning in Fall 2021, prior to the Triad meeting.
 - At the Fall 2021 meeting, the City will report to the State and SCNA whether or not the assumptions used in this process were validated in the first year. The same cost analysis model as was used in this process will be used for the one-year review. There will be an annual report-out from the City when no changes are needed in fees and fines and also when there are changes in parking demand. There will not be any change in the residential permit fee without resuming an interest-based process.
 - During the interest-based discussions summarized in this report, the possibility of designating part or all of the SCN as a “resident only” parking zone was suggested. City staff expressed support for the proposal, as it would make parking enforcement easier. Given the progress on other issues, the group agreed to set this option to the side and raise it in the future, should the agreed actions fail to address the parking issues at hand.

The following consensus recommendations will be made to the State:

- Staff at parking booths on the west Capitol campus and the DES Visitor Services should be provided with maps showing appropriate alternative parking locations and rules about parking in the neighborhood and they in turn provide such material to visitors to Capitol Campus.
- The State will identify a person/position responsible for providing City Parking staff with timely information about events and high volume training schedules at the Jefferson Building.

- The State will identify an appropriate person(s)/position to participate in the Annual Parking Meetings with the City and SCNA.

One issue that was discussed did not arrive at a consensus. There is consensus that the State's activities are creating parking impacts in the SCN and that some form of strategic parking solutions are needed. Although the State is committed to commute trip reduction strategies with regard to the Capitol campus, this does not affect visitors to the Legislature who are impacting the SCN. Thus the following proposal was made but did not achieve full agreement among the group.

- The State should participate in some form of mitigation of the impacts on the SCN. There also should be long- and short-term strategies employed by the State consistent with the State's Capital Master Plan to increase parking capacity and/or reduce the need for parking and accommodate parking needs generated by the State's business adjacent to the SCN.

Submitted by Participants:

George Carter, DES
Max DeJarnatt, City of Olympia
Mark Lane, City of Olympia
Collum Liska, SCNA
Heather Lockman, SCNA
Joan Marchioro, SCNA
Rachel Newmann, SCNA
Keith Stahley, City of Olympia
Michael Van Gelder, DES

Facilitator: Cynthia Stewart

ATTACHMENT 1: South Capitol Neighborhood Parking Zones

(to be added)

ATTACHMENT 2: Paid Parking at Specific Areas abutting SCN

(to be added)

ATTACHMENT 3: INTERESTS & STANDARDS FOR DECISIONS

The list of interests that would need to be addressed in final recommendations included these:

- Fairness
- Equity in Service Delivery
- Transparency
- Consistent law enforcement (everyone treated the same)
- Recognition of limitations
- Maintain neighborhood character
- Burden sharing
- Efficiency
- Safety
- Improved relationships
- Commitment to this process and the outcome

Additionally, standards for decisions were approved, including these. Any final recommendation from the group would need to meet these standards:

- Legal
- Effective
- Cost-Effective (return on investment)
- Feasible
- Fair (to all parties)
- Ratifiable

Home » City Services » Parking Services » Residential Parking

Residential Parking

Featured Links

Commute Options

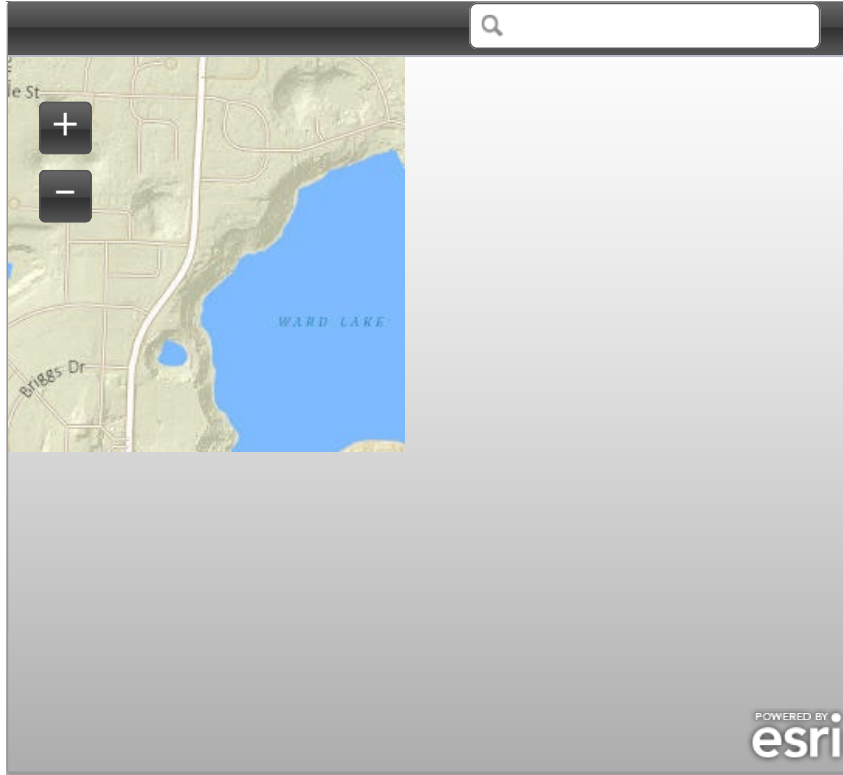
- [Free DASH Shuttle](#)
- [Intercity Transit](#)
- [Biking & Walking](#)

Navigation

Parking Services

- [Boot and Tow Program](#)
- [Downtown Parking Options](#)
- [Pay by Phone](#)
- [Parking Strategy](#)
- [Permits](#)
- **[Residential Parking](#)**
- [Restricted Parking](#)
- [Ticket Information](#)
- [Where Can I Park?](#)

Residential Zone Map



Residential Parking Program

If you live in or near downtown, you may register your personal vehicle for on-street parking **within your residential zone**. Residents and visitors must be registered and parked within their zone to avoid receiving a parking citation.

Registration Fees

- \$10 per year, per vehicle registered in the program for Zones 1, 2, 3, and 6.
- \$60 per year, per vehicle registered in the program for Zones 4, 5, 7, and 8

Residential Parking Zones

Search by address in the map above to see what zone you live in. Click the zone to see where you are allowed to park and how many vehicles you can register.

[Registration/Renewals/Visitors](#)

Required documentation

- Valid driver's license
- Current vehicle registration(s)
- Proof of insurance
- Proof of residency

[Program restrictions and requirements...](#)

- All unpaid parking tickets issued to the individual and the vehicle must be paid before

Where to Park?
VIEW OUR NEW DOWNTOWN PARKING MAP.

Ticketed?
LEARN HOW TO PAY OR APPEAL YOUR CITATION.

Ticketed?
LEARN HOW TO PAY OR APPEAL YOUR CITATION.

City Calendar

- 10/15** - 6:00 p.m.
[Parks & Recreation Advisory Committee](#)
- 10/19** - 5:30 p.m.
[Sea Level Rise Joint Advisory Committee](#)
- 10/19** - 6:30 p.m.
[Olympia Planning Commission](#)
- 10/20** - 8:30 a.m.
[Civil Service Commission](#)
- 10/20** - 5:00 p.m.
[Olympia Metropolitan Park District Board](#)

→ [View full calendar...](#)

City Updates

2021 CITY BUDGET - TELL US WHAT YOU THINK! City Council has started the 2021 budget process and wants to know your thoughts. Learn how to comment on our [Budget & Financials page](#).

EVICITION RENT ASSISTANCE PROGRAM (ERAP) Rental assistance is available for qualifying Thurston County households impacted by COVID-19. Landlords and tenants can learn more about these programs by connecting directly with the [Community Action Council of Lewis Mason Thurston Counties](#) or [Community Youth Services](#).

THURSTON CLIMATE MITIGATION PLAN Are you interested in what we can do locally to tackle climate change? Check out an online open house, review the draft Thurston Climate Mitigation Plan and share your comments at [thurstonclimateplan.com](#).

CITY BUILDINGS NOW OPEN! City buildings are now open to the public. Special hours and restrictions are in place. Visit our [COVID-19 page](#) for details. Customers are reminded that they can still take care of most City business from home on our [Online Services page](#).

COUNCIL MEETINGS DURING

feedback

registration will be accepted.

- Vehicles must be operable and moved at least once every five days.
- You cannot register boats, trailers, campers, buses, and RVs.
- No vehicle which exceeds the size of one parking stall can be registered.
- The program is not for work-related parking.
- **Parking is on a first-come, first-serve basis.** Registered vehicles are not assigned a specific parking spot, nor are residents guaranteed a parking place in front of or immediately near their home.
- **Program registration is tied to your specific license plate.** You must update your permit if you purchase a new vehicle or if your existing vehicle receives a new license plate. Failure to do so will result in a citation.
- **You must still park legally.** Restricted parking such as parking in a yellow zone or too close to a driveway will result in a citation. Visit the [Restricted Parking page](#) for a complete list of infractions.

Renewing Your Registration

Registration expires at the end of each calendar year. It is your responsibility to renew by December 31 to stay enrolled.

Having Visitors?

You must obtain a permit for any guest vehicles visiting your home. Guest permits are free of charge and can be added to your existing Residential Permit using the button above.

[Visitor restrictions and requirements...](#)

- Visitor passes are issued for up to 10 business days.
- "Guest vehicles" include any construction/business vehicles doing work or providing services at your home.
- All of the parking conditions for your zone apply to your registered guests.
- Your visitor may only park within your zone in one parking space, and only for the days/dates you requested.
- The City may choose to not register a vehicle with unpaid parking tickets.
- **Zone 1 in the South Capitol Neighborhood**
Each visitor pass is only valid for as long as that person is your guest, up to a maximum of 10 business days. If the City determines that the individual is no longer a visitor at your residence, the pass will be revoked.
- **Zones 2 and 3 in the South Capitol Neighborhood**
Visitor passes are limited to two vehicles per month January 1 through April 30. There is no limit on the number of guests you may register from May 1 through December 31. Each visitor pass is only valid for as long as that person is your guest, up to a maximum of 10 business days. If the City determines that the individual is no longer a visitor at your residence, the pass will be revoked.
- **Zones 4, 5, 6, 7, 8**
Visitors in zones 4, 5, 6, 7, and 8 are not eligible for a pass until the next business day. Each visitor pass is only valid for as long as that person is your guest, up to a maximum of 10 business days. If the City determines that the individual is no longer a visitor at your residence, the pass will be revoked.

Questions?

Contact Parking Services at 360.753.8017 or parkingservices@ci.olympia.wa.us

[back to top...](#)

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COVID-19 EMERGENCY City Council will continue to hold its regular meeting schedule during the coronavirus emergency, but the Council Chamber will be closed to the public. You can register to watch the meetings live via Zoom (links on our [City Council page](#)). Meeting recordings are available the following day on the City's [online meeting management system](#). **How to comment** Links to Council (and Council committee) meeting packets will be posted on the City Council page when available (typically 5 days prior to meeting). Once posted, the public can sign up to speak during the public comment period of the meeting when they register to attend or submit comments on agenda items until 4 p.m. the day of the meeting. Comments can also be emailed to citycouncil@ci.olympia.wa.us.

MEETINGS [Agendas and Minutes](#) for City Council and most advisory committees.



City Council

Public Hearing on the Draft Community Development Block Grant (CDBG) 2014 Action Plan Amendment

Agenda Date: 10/20/2020
Agenda Item Number: 5.A
File Number:20-0799

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title

Public Hearing on the Draft Community Development Block Grant (CDBG) 2014 Action Plan Amendment

Recommended Action

Committee Recommendation:

No committee recommendation. Finance committee was briefed on the housing and home fund budgets on October 14, 2020.

City Manager Recommendation:

Hold a public hearing on draft CDBG 2014 action plan amendment.

Report

Issue:

Whether to hold a public hearing on draft CDBG 2014 action plan amendment.

Staff Contact:

Jessica Pollett, CDBG Grant Coordinator, Community Planning and Development, 360.280.8951

Presenter(s):

Jessica Pollett, CDBG Grant Coordinator

Background and Analysis:

In program year (PY) 2014 (9/1/2014 - 8/31/2015), the City entered a Section 108 Loan agreement (\$325,000) to begin an economic development project that would focus on crime prevention through environmental design. During the same program year, the City allocated \$64,000 in federal CDBG entitlement funds to satisfy our first repayment of this Section 108 loan.

After guidance from the US Department of Housing and Urban Development (HUD), it was determined the City would not make its first Section 108 payment until program year 2015 (9/1/2015 - 8/31/2016); however, the City did not amend its 2014 Action Plan to reallocate these funds.

The City now proposes to reallocate \$60,000 in CDBG program year 2014 funds to COVID-19

response through Economic Development and Public Service activities, and \$728 to the City's final Section 108 loan payment. These reallocation proposals were approved by Council on May 12, 2020, but the City did not inform the community of the specific details of the PY2014 reallocation. For this reason, the City must allow the community opportunity to comment on the specific reallocation of these funds. Please see chart attached for specific reallocation details.

The public participation period (October 14, 2020 - October 20, 2020) for this draft amendment was launched by Council on October 13, 2020.

Neighborhood/Community Interests (if known):

All neighborhoods and community stakeholders have an interest in how federal CDBG funds are invested in community development programs and projects.

Options:

1. Hold a public hearing on the Draft Community Development Block Grant (CDBG) 2014 Action Plan Amendment to receive public comments.
2. Delay the public hearing on the Draft Community Development Block Grant (CDBG) 2014 Action Plan Amendment and risk non-compliance with HUD.

Financial Impact:

The \$60,728 reallocated in this amendment is part of \$481,000 in unspent prior-years' funds and were approved for reallocation to COVID-19 response by Council on May 12, 2020.

Attachments:

Program Year 2014 Reallocation Chart

PROGRAM YEAR 2014 REALLOCATION:

PROGRAM YEAR	RECIPIENT	PROJECT	HUD OBJECTIVE	FUNDING
2014	US Department of Housing & Urban Development	Section 108 Loan Repayment	N/A	\$64,000
2019	NEW: Recipient to be determined	Small Business Support Program – Economic Development	Low-moderate-income jobs	\$41,000
2019	NEW: City of Olympia	Homeless Response Coordinator – Public Service	Low-moderate-income limited clientele	\$19,000
2019	NEW: US Department of Housing & Urban Development	Section 108 Loan Final Payment	N/A	\$728*
			TOTAL	\$60,728**

**Section 108 final loan payment totaled \$56,000. Payment made with PY2014 funds (\$728) and PY2016 funds (\$55,272). PY2016 funds were available for reallocation as all remaining funds in PY2016 were a result of program income received and all PY2016 projects were completed.*

***Remaining funds (\$3,272) were expended in PY2014, but did not constitute a substantial amendment to the PY2014 Action Plan.*



City Council

Public Hearing on Draft Community Development Block Grant (CDBG) 2015 Action Plan Amendment

Agenda Date: 10/20/2020
Agenda Item Number: 5.B
File Number:20-0800

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title

Public Hearing on Draft Community Development Block Grant (CDBG) 2015 Action Plan Amendment

Recommended Action

Committee Recommendation:

No committee recommendation. Finance committee was briefed on the housing and home fund budgets on October 14, 2020.

City Manager Recommendation:

Hold a public hearing on the Draft CDBG 2015 Action Plan Amendment to receive public comments

Report

Issue:

Whether to hear testimony on Draft CDBG 2015 Action Plan Amendment

Staff Contact:

Jessica Pollett, CDBG Grant Coordinator, Community Planning and Development, 360.280.8951

Presenter(s):

Jessica Pollett, CDBG Grant Coordinator

Background and Analysis:

During program year 2015 (9/1/2015 - 8/31/2016), the City acquired a blighted building located at 308 4th Avenue East using City general funds (\$150,000) and federal CDBG entitlement funds (\$150,000). The City acquired the property while pursuing a partnership with a housing partner and the Evergreen State College to create an urban hub and entrepreneurial center on the ground floor and affordable housing units above. Unfortunately, Evergreen was not able to commit to the long-term operations of the facility leaving the housing partner to find another tenant to fill the space. The partner was unable to fill the space and the project didn't move forward. The City has sole possession of the property.

The US Dept of Housing and Urban Development (HUD) requires property acquired by entitlement communities with CDBG funds to meet a HUD national objective through an eligible activity,

benefitting low-moderate-income people (24 CFR §570.208(b)(2)). Given that the City has not met a HUD national objective due to the cancellation of the urban hub project, the City proposes to change the use of the property to clear blight through demolition. The building will be cleared in the next 12 months using Economic Development funds.

If the City ever disposes of the property, it must be sold at fair market value with all federal CDBG entitlement funds used in acquisition returned to HUD. The property must continue to benefit low-moderate-income people for at least five years after expiration of the sale agreement. The City must hold a public participation process when any change of use occurs (24 CFR §570.505). The public participation period (October 14, 2020 - October 20, 2020) for this draft amendment was launched by Council on October 13, 2020.

Neighborhood/Community Interests (if known):

All neighborhoods and community stakeholders have an interest in how federal CDBG funds are invested in community development programs and projects.

Options:

1. Hold a public hearing on the Draft Community Development Block Grant (CDBG) 2015 Action Plan Amendment to receive public comments.
2. Delay the public hearing on the Draft Community Development Block Grant (CDBG) 2015 Action Plan Amendment and risk non-compliance with HUD. Provide staff direction on next steps.
3. Repay HUD with General Fund dollars.

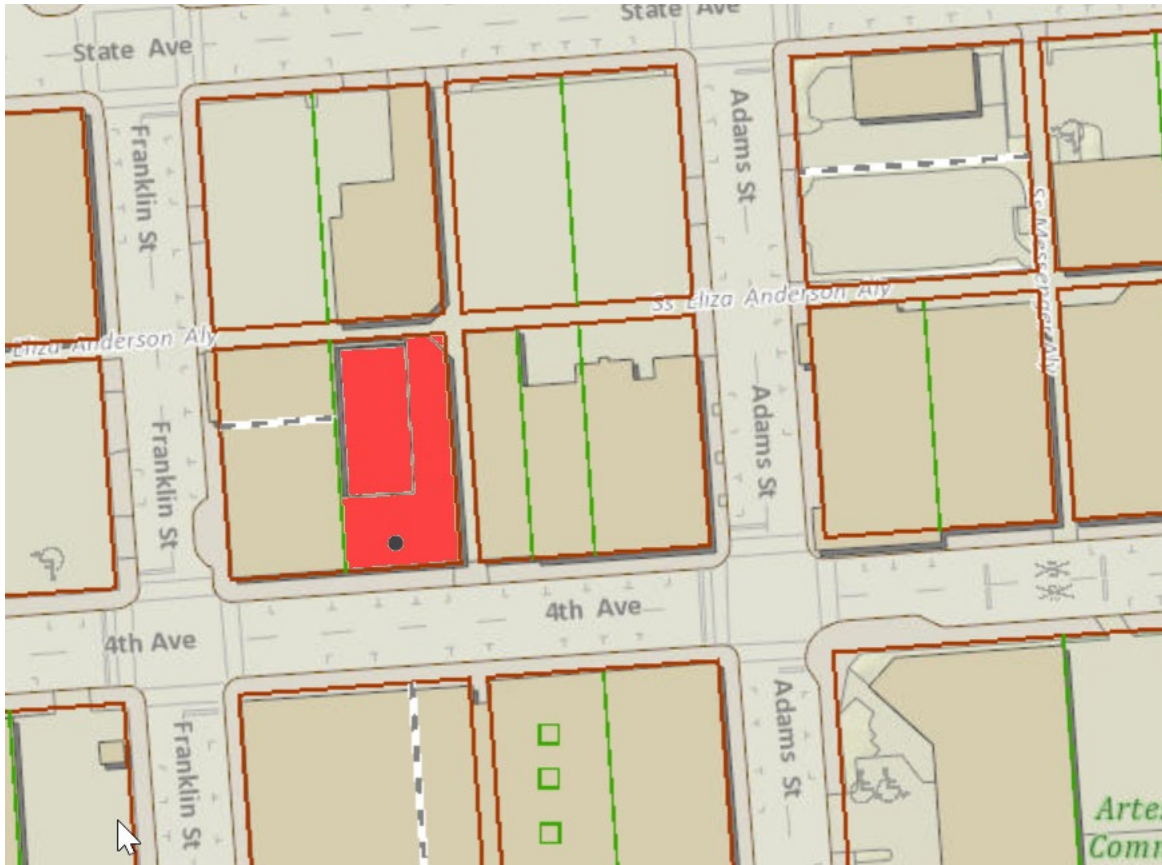
Financial Impact:

If the City doesn't change the use of the property to meet a HUD national objective, \$150,000 in federal CDBG entitlement funds must be returned to HUD. The building clearance will be funded with economic development funds.

Attachments:

308 N 4th Avenue Vicinity Map
24 CFR §570.208(b)(2)
24 CFR §570.505

308 4th Avenue East, Olympia, WA 98501



24 CFR §570.208(b)(2)

(b) Activities which aid in the prevention or elimination of slums or blight. Activities meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(2) Activities to address slums or blight on a spot basis. The following activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements. However, rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety. **If acquisition or relocation is undertaken, it must be a precursor to another eligible activity (funded with CDBG or other resources) that directly eliminates the specific conditions of blight or physical decay, or environmental contamination.**

24 CFR §570.505

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

(1) The new use of such property qualifies as meeting one of the national objectives in § 570.208 (formerly § 570.901) and is not a building for the general conduct of government; or

(2) The requirements in [paragraph \(b\)](#) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under [paragraph \(a\)\(1\)](#) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in § 570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with [paragraph \(b\)](#) of this section, the property no longer will be subject to any CDBG requirements.

[53 FR 8058, Mar. 11, 1988, as amended at 53 FR 41331, Oct. 21, 1988]



City Council

Public Hearing on the Draft Community Development Block Grant (CDBG) 2019 Action Plan Amendment

Agenda Date: 10/20/2020
Agenda Item Number: 5.C
File Number:20-0807

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title

Public Hearing on the Draft Community Development Block Grant (CDBG) 2019 Action Plan Amendment

Recommended Action

Committee Recommendation:

Not referred to a committee. Finance Committee was briefed on the housing and home fund budget on October 14, 2020.

City Manager Recommendation:

Hold a public hearing on the Draft Community Development Block Grant (CDBG) 2019 Action Plan Amendment to receive public comments

Report

Issue:

Whether to hear testimony on Draft CDBG 2019 Action Plan Amendment

Staff Contact:

Jessica Pollett, CDBG Grant Coordinator, Community Planning and Development, 360.280.8951

Presenter(s):

Jessica Pollett, CDBG Grant Coordinator

Background and Analysis:

On May 12, 2020, City Council approved allocation of \$481,000 in unspent prior year federal Community Development Block Grant (CDBG) entitlement funds to COVID-19 response through economic development and public service activities. These funds were available for reallocation due to an increase of program income during program years 2015 - 2019. The City allocated \$40,000 of those funds to install a hygiene unit at the City's mitigation site. During project review, it was determined CDBG funds were not the appropriate source of funds as there are Davis-Bacon labor standards that must be followed during labor and construction projects requiring additional time, and hygiene was an urgent matter. Other funding was utilized to complete the project.

The City proposes to reallocate these funds (\$40,000) to the Homeless Response Coordinator position. The Homeless Response Coordinator is currently funded with CDBG-CV (\$70,160), program year 2014 (\$19,000), program year 2018 (\$20,310) federal CDBG entitlement funds. This additional funding will allow the position to extend through August 2021 to continue supporting the homeless population during the COVID-19 pandemic.

Neighborhood/Community Interests (if known):

All neighborhoods and community stakeholders have an interest in how federal CDBG funds are invested in community development programs and projects.

Options:

1. Hold a public hearing on the Draft Community Development Block Grant (CDBG) 2019 Action Plan Amendment to receive public comments.
2. Delay the public hearing on the Draft Community Development Block Grant (CDBG) 2019 Action Plan Amendment and provide staff direction on next steps.

Financial Impact:

Current funding for the Homeless Response Coordinator position is set to end April 2021. Allocating these additional CDBG funds will extend the position through August 2021.

Attachments:

Homeless Response Coordinator Responsibilities

Homeless Response Coordinator

Responsibilities:

- **One Community Plan** – Implementation of the City’s One Community: Healthy, Safe and Housed plan
- **Coordination of Homeless COVID-19 Response** – Coordinate with Thurston County Department of Health to ensure shelters, unsanctioned encampments, homeless response programs and other services are all implementing Department of Health guidelines
- **Day or Warming Center** – Lead role in the development of a partnership to locate a site or sites, develop a funding and operational plan, and monitor ongoing operations of a day center or seasonal warming center
- **Hazardous Weather Taskforce** – Participate on behalf of the City in a regional homeless hazardous weather response effort and lead the City’s part in implementation
- **Regional Coordination** – Monitor and assist regional policy development and resource allocation bodies such as the Community Investment Partnership, Health and Human Services Commission, Housing Action Team, Outreach League, Homeless Housing Hub and other regional entities focused on homeless response and COVID-19 response
- **Outreach** – Advise Code Enforcement and Police staff in how to effectively perform outreach to campers on private property and maintain an active understanding of homeless encampment numbers, populations and distribution
- **Organization Support and Development** – Help to solicit and build the capacity of local and regional non-profit groups to partner with to manage homeless services and facilities
- **Data Collection** – Support ongoing data collection efforts to understand the needs of homeless including supporting Thurston County’s Annual Point in Time Census
- **Communicate** – Respond to inquiries about the homeless response in Olympia
- **Business Support** – Coordinate with local businesses to understand and respond to their concerns regarding the impacts of homelessness
- **Best Practices** – Understand best practices from a regional and national perspective in responding to homelessness. Coordinate with social service providers, other cities, etc to implement best practice shelter and housing
- **Ordinance and Policy Reform** – Work with other governments and area faith organizations to facilitate their participation in responding to homelessness including developing and supporting changes to programs and policies related to homelessness and COVID-19 response



City Council

Presentation of the 2021 Preliminary Operating Budget

Agenda Date: 10/20/2020
Agenda Item Number: 6.A
File Number:20-0830

Type: report **Version:** 1 **Status:** Other Business

Title

Presentation of the 2021 Preliminary Operating Budget

Recommended Action

Committee Recommendation:

The Finance Committee discussed utility rates and general facilities charges at their September 16 meeting and will continue budget discussions at their October 21 and November 18 meetings.

City Manager Recommendation:

Receive the 2021 Preliminary Operating Budget presentation and begin budget discussions. Briefing only; no action requested.

Report

Issue:

Whether to receive a presentation on the 2021 Preliminary Operating Budget

Staff Contact:

Nanci Lien, Finance Director, 360.753.8465

Presenter(s):

Jay Burney, City Manager, 360.753.8740

Nanci Lien, Finance Director, 360.753.8465

Background and Analysis:

The City's 2021 Preliminary Operating Budget will be presented to Council. The preliminary budget maintains basic service levels and programs as well as reductions and enhancements in various areas.

The 2021 Preliminary Operating Budget recommends appropriations to fund:

- 1) General Fund - basic core municipal services such as Fire, Police and Parks, etc.;
- 2) Debt Service Funds - debt service to support outstanding debt obligations;
- 3) Enterprise Funds - utility operational services;
- 4) Specials Funds - providing appropriations for lodging tax recipients and Parking Business Improvement Area; and

- 5) Operating transfers between funds, including revenues collected through special revenue and utility funds that will be transferred to the capital budget to support projects.

Staff will present an overview of the 2021 Preliminary Operating Budget, the budget process, and revenue and expense assumptions. Due to impacts related to COVID-19 pandemic and projecting the preliminary 2021 revenue, budget numbers were not finalized in time to be included in this Staff Report.

The Finance Committee and City Council will continue discussing the operating budget at the following scheduled meetings:

October 21 Finance Committee - 2021 Preliminary Operating Budget
November 2 City Council - Budget discussion
November 10 City Council - Utility Rates, General Facility Charges, Impact Fees, Lodging Tax, and PBIA
November 10 City Council - Public Hearing - Ad Valorem Tax
November 17 City Council - Public Hearing - Operating Budget & Capital Budget
November 18 Finance Committee - Final review of 2021 Preliminary Operating Budget
December 1 City Council - Discuss final balancing
December 8 City Council - Approve Operating and Capital budget - 1st Reading
December 15 City Council - Adopt Final Operating and Capital Budget - 2nd Reading

Neighborhood/Community Interests (if known):

The City's operating budget provides a financial plan that reflects the City Council and Community's priorities.

Options:

Briefing only

Financial Impact:

Preliminary 2021 revenue, budget numbers were not finalized in time to be included in this Staff Report. A summary will be presented at the City Council meeting.

Attachments:

None



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City Council

Executive Session Pursuant to RCW 42.30.110 (1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter

Agenda Date: 10/20/2020
Agenda Item Number: 9.A
File Number:20-0837

Type: executive session **Version:** 1 **Status:** Executive Session

Title

Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter