



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Tuesday, April 16, 2024

6:00 PM

Council Chambers, Online and  
Via Phone

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Register to Attend:

[https://us02web.zoom.us/webinar/register/WN\\_yMobdYYzSwu\\_0BKVFBS0fA](https://us02web.zoom.us/webinar/register/WN_yMobdYYzSwu_0BKVFBS0fA)

### 1. ROLL CALL

#### 1.A ANNOUNCEMENTS

#### 1.B APPROVAL OF AGENDA

### 2. SPECIAL RECOGNITION

2.A [24-0316](#) Special Recognition - Veteran Suicide Prevention Vehicle Emblems

Attachments: [Emblem](#)

2.B [24-0321](#) Special Recognition - Proclamation Recognizing Olympia Bicycle Month

Attachments: [Proclamation](#)

2.C [24-0329](#) Special Recognition - Proclamation Recognizing National Community Development Month

Attachments: [Proclamation](#)

### 3. PUBLIC COMMENT

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

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

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

**COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)****4. CONSENT CALENDAR***(Items of a Routine Nature)*

- 4.A**     [24-0330](#)     Approval of April 9, 2024 City Council Meeting Minutes  
*Attachments:*   [Minutes](#)
- 4.B**     [24-0331](#)     Approval of Bills and Payroll Certification  
*Attachments:*   [Bills-Payroll](#)
- 4.C**     [24-0324](#)     Approval of an Appointment to the Social Justice and Equity Commission to Fill a Vacancy  
*Attachments:*   [Amna Quazi Application and Resume](#)
- 4.D**     [24-0320](#)     Approval of Updates to the City of Olympia Investment Policy  
*Attachments:*   [Policy](#)
- 4.E**     [24-0274](#)     Approval of a Resolution Authorizing a Land and Water Conservation Fund Grant Application to the Recreation and Conservation Office (RCO) for Yelm Highway Community Park Phase I  
*Attachments:*   [Resolution](#)  
                          [RCO Resolution](#)  
                          [Agreement](#)
- 4.F**     [24-0275](#)     Approval of a Resolution Authorizing a Youth Athletic Facilities Grant Application to the Recreation and Conservation Office for LBA Park Baseball Fields Renovation Phase 2  
*Attachments:*   [Resolution](#)  
                          [RCO Resolution](#)  
                          [Agreement](#)

**4. SECOND READINGS (Ordinances)**

- 4.G**     [24-0279](#)     Approval of an Ordinance Amending Olympia Municipal Code Related to Relocation Assistance and Additional Renter Protections  
*Attachments:*   [Ordinance - Second Reading](#)  
                          [Ordinance - First Reading](#)  
                          [Presentation - 04.09.24](#)
- 4.H**     [24-0282](#)     Approval of an Ordinance Amending Ordinance 7382 (First Quarter Budget Amendment)  
*Attachments:*   [Ordinance](#)

- 4.I [24-0283](#) Approval of an Ordinance Adopting the 2023 Engineering Design and Development Standards Update

**Attachments:** [Ordinance](#)  
[Engineering Design and Development Standards Webpage](#)

- 4.J [24-0299](#) Approval of an Ordinance Granting a Master Permit to Ziplly Fiber

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

#### 4. FIRST READINGS (Ordinances)

- 4.K [24-0311](#) Approval of an Ordinance Authorizing Acceptance of a Donation of “Life is Water” as a Gift of Art from the West Olympia Rotary Club

**Attachments:** [Ordinance](#)  
[Agreement](#)  
[Proposal](#)

- 4.L [24-0322](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.12 to include the Finance Director

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

#### 5. PUBLIC HEARING - NONE

#### 6. OTHER BUSINESS

- 6.A [24-0312](#) Approval of the Grass Lake Nature Park Public Art Concept Design

**Attachments:** [Presentation - 12.03.23](#)  
[Presentation - 01.23.24](#)

- 6.B [24-0285](#) Parking Strategy Briefing

**Attachments:** [Parking Strategy](#)

- 6.C [24-0284](#) Approval for Continued Exploration for Creation of a Tax Audit Team

#### 7. CONTINUED PUBLIC COMMENT

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

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

#### 9. CITY MANAGER'S REPORT AND REFERRALS

#### 10. ADJOURNMENT

*The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and*

*the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.*



## City Council

### Special Recognition - Veteran Suicide Prevention Vehicle Emblems

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 2.A  
**File Number:**24-0316

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

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#### **Title**

Special Recognition - Veteran Suicide Prevention Vehicle Emblems

#### **Recommended Action**

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

Not referred to a committee.

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

Recognize the placement of "988" suicide prevention emblems on City-owned vehicle license plates.

#### **Report**

##### **Issue:**

Whether to recognize the placement of "988" suicide prevention emblems on City-owned vehicle license plates.

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

Jaime Mastache, Fleet Operations Supervisor, Public Works/General Services, 360.709.2782

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

Jaime Mastache, Fleet Operations Supervisor, City of Olympia

Don Seese, Suicide Prevention Program Specialist, Washington State Department of Veteran Affairs

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

Suicide is a serious mental health crisis that has devastating impacts on those affected, including family, friends, and the community. It is a significant cause of death in the United States and is the second leading cause of death for persons aged 15 to 34. According to Department of Veterans Affairs (VA), veteran suicide rates were over 1.5 times higher than the rate for nonveterans in the United States.

In October 2020, the National Suicide Hotline Designation Act was signed into law and by July 2022 a national three-digit phone number, "988", was created to improve access to vital crisis services, improve the effectiveness of suicide prevention efforts, and reduce the stigma around seeking mental health care.

During the 2022 Legislative session, the “988” Suicide and Crisis Lifeline emblems, which are attached to existing license plates, were authorized by the passage of House Bill 1181. Beginning in November 2022, Washington State vehicle owners can purchase the emblems displaying the “988” Suicide and Crisis Lifeline number.

Emblems cost \$10.00 each, with a one-time \$8.00 service fee. The emblems can be placed on any existing vehicle license plate. All proceeds, minus the \$8.00 service fee, from the sale of the emblems are deposited into Washington State’s Veteran and Military Member Suicide Prevention Account. Grants from this account are available to community organizations who provide suicide prevention, peer support, and other assistance to at-risk and transitioning veterans, military members, and their families.

To raise awareness and support our staff, their families and the community regarding mental health issues and aid in the prevention of suicide, staff is supporting the purchase and placement of 150 of the “988” Suicide and Crisis Lifeline emblems on 150 City-owned vehicle license plates as the cost of \$1,508.

**Climate Analysis:**

There are no known climate impacts.

**Equity Analysis:**

Supporting the “988” suicide prevention program brings mental health awareness to our community and reduces the stigma for those experiencing mental health issues.

**Attachments:**

Emblem

ATTACHMENT #1

Suicide Prevention Emblem





## City Council

### Special Recognition - Proclamation Recognizing Olympia Bicycle Month

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 2.B  
**File Number:**24-0321

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

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#### **Title**

Special Recognition - Proclamation Recognizing Olympia Bicycle Month

#### **Recommended Action**

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

Not referred to a committee.

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

Proclaim May as Olympia Bicycle Month.

#### **Report**

##### **Issue:**

Whether to proclaim May as Olympia Bicycle Month.

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

Kristin Gilkerson, Program Specialist, Public Works/Transportation, 360.753.2731

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

Kristin Gilkerson, Program Specialist, City of Olympia

Duncan Green, Bicycle Community Challenge Coordinator, Intercity Transit

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

Intercity Transit's 37th Annual Thurston County Bicycle Community Challenge (BCC) happens in May. Participants are encouraged to ride their bicycle to commute, run errands, and recreate. Bicycling is an important way for people to get exercise and experience the outdoors. When people ride their bikes instead of driving their cars, it can reduce greenhouse gas emissions.

Last year, 697 people in Thurston County took part in the BCC. They biked 81,487 miles to run errands, go to school or work, visit friends, go shopping, or explore their neighborhood. Among them were 38 City employees and family members, who rode a total of 4,402 miles.

This year, the City will improve the bicycle and pedestrian crossings along Boulevard Road between the Union Avenue Pathway and Wheeler Avenue, linking the regional trails system to the Bike Corridor that runs into downtown.



We will build a new bike corridor between Sylvester Park and the Karen Fraser Woodland Trail entrance on Eastside Street, which will connect downtown to the regional trails network.

Lastly, we will begin to transform Fones Road into a safer corridor for bicyclists, pedestrians, and drivers. Bike improvements include a separated bike lane on both sides of the street and an improved crossing at the Karen Fraser Woodland Trail. This project supports regional efforts to reduce greenhouse gas emissions by creating opportunities to bike, walk, roll in a wheelchair, and access transit.

**Climate Analysis:**

In Thurston County, the transportation sector is the second-largest producer of greenhouse gas emissions. Making it easier to bike is an important strategy for reaching our emissions and vehicle miles reduction goals.

**Equity Analysis:**

Our current street system is oriented around the car, which means that people who do not or cannot drive face limited opportunities, including reduced access to jobs, education, services, and social connections. Additionally, having to own a vehicle is an economic burden for many people.

Building streets that work better for more people is the focus of the City's Transportation Master Plan. We can make our transportation system more fair by changing our streets to better serve people who cannot or choose not to drive.

**Attachments:**

Proclamation

**PROCLAMATION**

*WHEREAS, riding a bicycle can improve physical and mental health; and*

*WHEREAS, bicycling is one of the cleanest and most energy-efficient forms of transportation; and*

*WHEREAS, bicycling can connect many community members to opportunities and resources without needing to own or maintain a car; and*

*WHEREAS, we can make our transportation system more fair by changing our streets to better serve people who cannot or choose not to drive; and*

*WHEREAS, bicycling instead of driving can help us reduce traffic congestion and reach the greenhouse gas emission reduction targets identified in the Thurston Climate Mitigation Plan; and*

*WHEREAS, the City of Olympia has a bicycle network which includes a Bike Corridor, 82 miles of bicycle lanes, and 8 miles of the regional trail system within City limits; and*

*WHEREAS, the City's Transportation Master Plan includes projects to expand the bicycle network; and*

*WHEREAS, the City's Street Safety Plan prioritizes the safety of bicyclists, among other vulnerable users of the street; and*

*WHEREAS, Intercity Transit, with the support of many local businesses and organizations, is hosting the 37<sup>th</sup> Annual Bicycle Community Challenge during the month of May and Bike to Work Day on May 16, 2024.*

*NOW, THEREFORE, BE IT RESOLVED that in recognition of the 54<sup>th</sup> Earth Day and the 67<sup>th</sup> National Bike Month, the Olympia City Council hereby proclaims the month of May 2024 as*

***“OLYMPIA BICYCLE MONTH”***

*in the City of Olympia and encourages all community members to ride their bikes during the month of May and throughout the year.*

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 16<sup>th</sup> DAY OF April, 2024.  
OLYMPIA CITY COUNCIL***

***Dontae Payne  
Mayor***



## City Council

### Special Recognition - Proclamation Recognizing National Community Development Month

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 2.C  
**File Number:**24-0329

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

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#### **Title**

Special Recognition - Proclamation Recognizing National Community Development Month

#### **Recommended Action**

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

Not referred to a committee.

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

Recognize April as National Community Development Month in the City of Olympia.

#### **Report**

##### **Issue:**

Whether to recognize April as National Community Development Month in the City of Olympia.

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

Anastasia Everett, CDBG Program Manager, 360.753.8277

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

Anastasia Everett, CDBG Program Manager, 360.753.8277

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

The objective of National Community Development Month is to educate Congressional Members and the community on the importance of the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program, their impact on the community, and the need for increased program funding.

This year is especially important to celebrate as 2024 is the 50<sup>th</sup> anniversary of the CDBG program.

National Community Development Month was created in 1986 to bring national attention to the CDBG Program at a time when the program was facing scrutiny by Congress. The month-long celebration has expanded to include the HOME Program. National Community Development Month provides the opportunity for communities to promote, educate and advocate on behalf of both programs. It is intentionally held during the Congressional appropriations season to allow for a

concerted grassroots effort and voice to be heard on the importance of both programs and their impact on communities nationwide.

The City has participated this year in National Community Development Month with social media posts and several E-News releases. On April 4<sup>th</sup>, a project tour was attended by Congresswoman Strickland, Mayor Payne, Councilmember Madrone, staff of U.S. Senator Cantwell and U.S. Senator Murray and City staff.

The CDBG program is incredibly impactful in our community and faces significant challenges as Congressional appropriations diminish annually. The President's Budget Request for Fiscal Year 2025 (\$2.9 billion) is significantly less than what Congress provided for Fiscal Year 2024 (\$3.3 billion). Alongside the National Community Development Association, the City of Olympia respectfully requests consideration of an increase in Fiscal Year 2025 to \$4.2 billion.

**Attachments:**

Proclamation

**PROCLAMATION**

*WHEREAS, the U.S. Department of Housing and Urban Development implemented the Community Development Block Grant (CDBG) Program in 1974 for the purpose of providing local governments with the financial resources to assist low and moderate income persons; and*

*WHEREAS, the City of Olympia has administered \$15,482,991 in CDBG funding to vital needs in our community since 1982; and*

*WHEREAS, the month April has been designated as National Community Development Month to recognize and celebrate the Community Development Block Grant (CDBG) Program; and*

*WHEREAS, the CDBG program has suffered significant funding cuts since its implementation in 1974; and*

*NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim the month of April as*

**NATIONAL COMMUNITY DEVELOPMENT MONTH**

*in the City of Olympia in support of this valuable program that has made tremendous contributions to the vitality of the housing stock, infrastructure, public services, and economic vitality of our community.*

*BE IT FURTHER RESOLVED, that we urge Congress and the Administration to recognize the outstanding work being done locally with CDBG funds by providing increased funding for this program in Fiscal Year 2025.*

**SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 19<sup>th</sup> DAY OF APRIL 2024.**

**OLYMPIA CITY COUNCIL**

*Dontae Payne  
Mayor*



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

## City Council

### Approval of April 9, 2024 City Council Meeting Minutes

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.A  
**File Number:**24-0330

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

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**Title**

Approval of April 9, 2024 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, April 9, 2024**                      **6:00 PM**                      **Council Chambers, Online and Via  
Phone**

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**Register to Attend:**

[https://us02web.zoom.us/webinar/register/WN\\_ElsgQ8hkSFq8vB7xooPIRA](https://us02web.zoom.us/webinar/register/WN_ElsgQ8hkSFq8vB7xooPIRA)

**1. ROLL CALL**

**Present:** 7 - Mayor Dontae Payne, Mayor Pro Tem Yến Huỳnh, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Robert Vanderpool

**1.A ANNOUNCEMENTS - None**

**1.B APPROVAL OF AGENDA**

The agenda was approved.

**2. SPECIAL RECOGNITION**

**2.A [24-0292](#) Special Recognition - Honoring Outgoing Members of Advisory Boards, Committees and Commissions**

Strategic Communications Director Kellie Purce Braseth discussed the service of the outgoing Advisory Committee members.

Mayor Payne read the names of all the outgoing Advisory Committee members, and Councilmembers thanked them for their service.

**The recognition was received.**

**2.B [24-0308](#) Special Recognition - Proclamation Recognizing Earth Month**

Councilmember Parshley read a proclamation recognizing Earth Day.

Mayor Payne invited students of the Marshall Middle School Citizen Science Institute to share some of their restoration projects including their work to restore Cooper Crest clear cut area, support of the Grass Lake Nature Preserve and their native plant nursery. The students shared the goals of the program.

Earthbound Productions representative Dave Sederberg shared information regarding Earth Month.

Councilmembers asked clarifying questions.

**The recognition was received.**

### 3. PUBLIC COMMENT

The following people spoke: Curt Bidwell, Brandon Raferty, Tyren Moore, Darcy McGardee, Crystal Bueller, Izzy Baldo, Sid Locke, Carolyn Byrerly, Shannon Fernster, Gordon White, Dave Toler, Karen Messmer, Kent Markley, Fiona Sheehan, Isaac Wagner, Ben Selensky, Shana Mershan, Lavendar, April and Corey Hjaseth.

### 4. CONSENT CALENDAR

- 4.A [24-0264](#) Approval of March 19, 2024 City Council Meeting Minutes

**The minutes were adopted.**

- 4.B [24-0272](#) Approval of March 26, 2024 City Council Study Session Meeting Minutes

**The minutes were adopted.**

- 4.C [24-0293](#) Approval of 2024 Advisory Committee Work Plans

**The decision was adopted.**

- 4.D [24-0294](#) Approval of Reappointments to Advisory Committees and Commissions

**The decision was adopted.**

- 4.E [24-0295](#) Approval of Appointments to the Arts Commission to Fill Vacancies

**The decision was adopted.**

- 4.F [24-0296](#) Approval of Appointments to the Bicycle and Pedestrian Advisory Committee (BPAC) to Fill Vacancies

**The decision was adopted.**

- 4.G [24-0297](#) Approval of an Appointment to Fill a Vacancy on the Cultural Access Advisory Board

**The decision was adopted.**

- 4.H [24-0298](#) Approval of Appointments to the Design Review Board to Fill Vacancies

**The decision was adopted.**

- 4.I [24-0300](#) Approval of Appointments to the Heritage Commission to Fill Vacancies



**The decision was adopted.**

- 4.J [24-0302](#) Approval of Appointments to the Parks and Recreation Advisory Committee (PRAC) to Fill Vacancies

**The decision was adopted.**

- 4.K [24-0301](#) Approval of Appointments to the Planning Commission to Fill Vacancies

**The decision was adopted.**

- 4.L [24-0303](#) Approval of an Appointment to the Social Justice and Equity Commission to Fill a Vacancy

**The decision was adopted.**

- 4.M [24-0305](#) Approval of Appointments to the Utility Advisory Committee to Fill Vacancies

**The decision was adopted.**

- 4.N [24-0304](#) Approval of an Appointment of Community Representatives to the Police Use of Force Events Board

**The decision was adopted.**

- 4.O [24-0249](#) Approval of a Resolution Authorizing a Purchase Agreement with Hughes Fire Equipment, Inc. for Two Pierce Velocity Triple Combination Pumper Fire Engines

**The resolution was adopted.**

- 4.P [24-0271](#) Approval of a Resolution Authorizing an Agreement with LOTT Clean Water Alliance for Public Health Emergency Support and Funding

**The resolution was adopted.**

- 4.Q [24-0277](#) Approval of a Resolution Authorizing Amendment No. 1 to the Professional Services Agreement with Mark C. Scheibmeir for Hearing Examiner Services

**The resolution was adopted.**

- 4.R [24-0280](#) Approval of a Resolution Authorizing the Purchase of 1219 Boundary Street SE for or Aquatic Habitat Protection, Flood Management and Water Quality Purposes

**The resolution was adopted.**

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

#### 4. FIRST READINGS (Ordinances)

- 4.S [24-0282](#) Approval of an Ordinance Amending Ordinance 7382 (First Quarter Budget Amendment)

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

- 4.T [24-0283](#) Approval of an Ordinance Adopting the 2023 Engineering Design and Development Standards Update

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

- 4.U [24-0299](#) Approval of an Ordinance Granting a Master Permit to Ziplly Fiber

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

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

**Councilmember Parshley moved, seconded by Mayor Pro Tem Huynh, to adopt the Consent Calendar. The motion carried by the following vote:**

**Aye:** 7 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Vanderpool

#### 5. PUBLIC HEARING - None

#### 6. OTHER BUSINESS

- 6.A **24-0279** Approval of an Ordinance Amending Olympia Municipal Code Related to Relocation Assistance and Additional Renter Protections

Senior Housing Program Specialist Christa Lenssen shared the process related to the proposed amendments to Olympia Municipal Code related to rental protections, the content of the amendments and an overview of public comments.

Councilmembers asked clarifying questions and discussed the proposed changes.

**Councilmember Madrone moved, seconded by Councilmember Cooper, to approve the ordinance amending OMC. 5.8 2, related to relocation assistance and additional renter protections with the following amendments: requiring landlords to provide tenants, at the time of lease signing, a letter written by the City that identifies the rights of renters and who to contact if they feel those rights have been violated; to add to the definition of family, aunt, uncle, and family by adoption; increase the timeline for breaking a lease upon a notice of 5% or more rent increase from 20 days to 30 days; adjust the threshold for economic displacement relocation assistance to 7% over a 12**

**month period at 2.5 months of rent for assistance; eliminate the 10% threshold for economic displacement relocation assistance; and also to direct staff to further explore a pilot project, for lease to own arrangements that would be exempt from these policies. The motion carried by the following vote:**

**Aye:** 7 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Vanderpool

- 6.B** [24-0230](#) Approval of an Ordinance Amending Olympia Municipal Code Related to Commercial Districts to Allow Drive Throughs in Mixed Use Developments Along Downtown Entry Corridors (via Portions of Plum Street)

Associate Planner Casey Schaufler shared a summary of the history of the code amendment request and an overview of the amendments.

Several Councilmembers discussed needing a master plan for the corridor on Plum Street separate from the code amendments being considered.

Councilmembers asked clarifying questions.

**Councilmember Cooper moved, seconded by Councilmember Parshley, to not adopt amendments to OMC 18.06 – Commercial Districts to allow drive throughs in mixed use developments along Downtown Entry Corridors. The motion carried by the following vote:**

**Aye:** 6 - Mayor Pro Tem Huynh, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone, Councilmember Parshley and Councilmember Vanderpool

**Nay:** 1 - Mayor Payne

- 7. CONTINUED PUBLIC COMMENT - None**
- 8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS - None**
- 9. CITY MANAGER'S REPORT AND REFERRALS - None**
- 10. ADJOURNMENT**

The meeting adjourned at 10:13 p.m.



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

## City Council

### Approval of Bills and Payroll Certification

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.B  
**File Number:**24-0331

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

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**Title**  
Approval of Bills and Payroll Certification

City of Olympia  
Expenditure Summary

"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 herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authroized to certify said claims".

For Period 2/2/2024 to 2/8/2024

Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	\$255,024.30
FND_003 SPECIAL ACCT CONTROL FUND	\$988.00
FND_006 DEVELOPMENT FEE REVENUE	\$522.93
FND_007 PARKING FUND	\$17,287.42
FND_014 LEOFF1 OPEB TRUST FUND	\$81.40
FND_025 WASH CENTER MAINTENANCE	\$2,052.30
FND_107 HUD FUND	\$10,163.94
FND_132 LODGING TAX FUND	\$4,204.10
FND_142 HOME FUND	\$12,370.71
FND_317 CAPITAL IMPROVEMENTS FUND	\$1,973.75
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	\$2,824.60
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	\$1,237.41
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$3,881.70
FND_401 DRINKING WATER UTILITY OPERATING	\$39,774.76
FND_402 WASTEWATER UTILITY OPERATING	\$2,514.54
FND_403 WASTE RESOURCES OPERATING	\$24,106.33
FND_404 STORMWATER AND SURFACE WATER OPERATING	\$5,702.76
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	\$410,872.97
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	\$1,240.06
FND_501 EQUIPMENT RENTAL	\$47,258.55
FND_502 EQUIPMENT RESERVE	\$55,548.21
FND_505 WORKERS COMPENSATION	\$241,907.58
FND_506 FACILITIES	\$29,732.23
NON-DEPARTMENTAL / PAYROLL AP-SUPPLIERS	\$994,342.44
<b>Grand Total</b>	<b>\$2,165,612.99</b>

*Rhiannon Weilmunster*

2/28/2024

Prepared by:

Date

*Debbie Heilman*

Feb 28, 2024

Reviewed by:

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

*Aaron BeMiller*

Feb 28, 2024

Aaron BeMiller (Feb 28, 2024 17:06 PST)

Approved by/Finance Director

Date

City of Olympia  
Expenditure Summary

"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 herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 2/9/2024 to 2/15/2024

Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	\$796,179.63
FND_003 SPECIAL ACCT CONTROL FUND	\$3,859.88
FND_006 DEVELOPMENT FEE REVENUE	\$89,421.20
FND_007 PARKING FUND	\$1,744.00
FND_014 LEOFF1 OPEB TRUST FUND	\$22,688.46
FND_025 WASH CENTER MAINTENANCE	\$2,812.54
FND_132 LODGING TAX FUND	\$6,974.68
FND_135 PARKING BUSINESS IMPROVEMENT AREA	\$2,902.22
FND_143 CULTURAL ACCESS PROGRAM	\$641.64
FND_318 HOME FUND CAPITAL	\$7,521.79
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT	\$7,109.03
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$667.40
FND_401 DRINKING WATER UTILITY OPERATING	\$116,630.48
FND_402 WASTEWATER UTILITY OPERATING	\$1,245,693.76
FND_403 WASTE RESOURCES OPERATING	\$372,837.48
FND_404 STORMWATER AND SURFACE WATER OPER	\$8,982.45
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	\$738.75
FND_462 WASTEWATER CAPITAL IMPROVEMENT	\$1,441.17
FND_501 EQUIPMENT RENTAL	\$71,985.81
FND_502 EQUIPMENT RESERVE	\$423.25
FND_505 WORKERS COMPENSATION	\$47,107.56
FND_506 FACILITIES	\$24,403.57
FND_630 CUSTODIAL	\$873.00
NON-DEPARTMENTAL/PAYROLL AP - SUPPLIERS	\$1,220,948.44
<b>Grand Total</b>	<b>\$4,054,588.19</b>

Donna Perryman  
Prepared by:

2/29/2024  
Date

Debbie Huiman  
Reviewed by:

Feb 29, 2024  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.  
[Signature]  
Approved by/Finance Director

2/29/2024  
Date

City of Olympia  
Expenditure Summary

"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 herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 2/16/2024 to 2/22/2024  
Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	\$355,395.48
FND_003 SPECIAL ACCT CONTROL FUND	\$1,349.99
FND_006 DEVELOPMENT FEE REVENUE	\$9,614.36
FND_007 PARKING FUND	\$5,024.60
FND_014 LEOFF1 OPEB TRUST FUND	\$31,272.16
FND_025 WASH CENTER MAINTENANCE	\$2,917.57
FND_142 HOME FUND	\$111,426.13
FND_335 GENERAL FACILITIES CAPITAL IMPROVEME	\$11,276.38
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$3,012.10
FND_401 DRINKING WATER UTILITY OPERATING	\$56,784.67
FND_402 WASTEWATER UTILITY OPERATING	\$18,700.54
FND_403 WASTE RESOURCES OPERATING	\$1,480.60
FND_404 STORMWATER AND SURFACE WATER OPE	\$51,422.62
FND_501 EQUIPMENT RENTAL	\$11,405.45
FND_502 EQUIPMENT RESERVE	\$53,703.01
FND_505 WORKERS COMPENSATION	\$52.55
FND_506 FACILITIES	\$17,533.78
NON-DEPARTMENTAL/PAYROLL AP - SUPPLIERS	\$321,820.97
<b>Grand Total</b>	<b>\$1,064,192.96</b>

Donna Perryman  
Prepared by:

Debbie Heilman  
Reviewed by:

2/29/2024  
Date

Feb 29, 2024  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

Aaron BeMiller  
Aaron BeMiller (Feb 29, 2024 16:12 PST)  
Approved by/Finance Director

Feb 29, 2024  
Date

City of Olympia  
Expenditure Summary

"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 herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 2/23/2024 to 2/29/2024

Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	\$297,644.43
FND_003 SPECIAL ACCT CONTROL FUND	\$3,272.44
FND_006 DEVELOPMENT FEE REVENUE	\$14,248.20
FND_007 PARKING FUND	\$84.83
FND_014 LEOFF1 OPEB TRUST FUND	\$6,697.17
FND_025 WASH CENTER MAINTENANCE	\$1,544.77
FND_026 MUNICIPAL ARTS FUND	\$4,410.00
FND_107 HUD FUND	\$11,603.88
FND_142 HOME FUND	\$9,458.43
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT	\$651.34
FND_335 GENERAL FACILITIES CAPITAL IMPROVEME	\$72,430.61
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$5,609.02
FND_401 DRINKING WATER UTILITY OPERATING	\$115,011.30
FND_402 WASTEWATER UTILITY OPERATING	\$22,091.89
FND_403 WASTE RESOURCES OPERATING	\$79,496.80
FND_404 STORMWATER AND SURFACE WATER OPE	\$16,796.70
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	\$3,059.80
FND_463 WASTE RESOURCES CAPITAL IMPROVEME	\$567.20
FND_501 EQUIPMENT RENTAL	\$14,864.36
FND_503 UNEMPLOYMENT COMPENSATION	\$43,020.94
FND_505 WORKERS COMPENSATION	\$17,611.95
FND_506 FACILITIES	\$12,925.90
FND_604 FIREFIGHTERS PENSION	\$852.50
FND_630 CUSTODIAL	\$13,592.40
Non-Departmental	\$461,540.72
<b>Grand Total</b>	<b>\$1,229,087.58</b>

*Donna Perryman*

Prepared by:

3/8/2024

Date

*Debbie Heilman*

Reviewed by:

Mar 11, 2024

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

*Aaron BeMiller*

Aaron BeMiller (Mar 11, 2024 08:38 PDT)

Approved by/Finance Director

Mar 11, 2024

Date



City of Olympia  
Expenditure Summary

"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 herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authroized to certify said claims".

For Period 3/1/2024 to 3/7/2024

Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	\$378,504.76
FND_003 SPECIAL ACCT CONTROL FUND	\$12,962.14
FND_006 DEVELOPMENT FEE REVENUE	\$2,093.70
FND_007 PARKING FUND	\$7,651.31
FND_014 LEOFF1 OPEB TRUST FUND	\$37,379.52
FND_025 WASH CENTER MAINTENANCE	\$44,111.57
FND_107 HUD FUND	\$9,534.50
FND_142 HOME FUND	\$171.43
FND_143 CULTURAL ACCESS PROGRAM	\$83.66
FND_317 CAPITAL IMPROVEMENTS FUND	\$382.94
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	\$25,850.85
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$90,268.98
FND_401 DRINKING WATER UTILITY OPERATING	\$8,012.23
FND_402 WASTEWATER UTILITY OPERATING	\$9,577.04
FND_403 WASTE RESOURCES OPERATING	\$679.08
FND_404 STORMWATER AND SURFACE WATER OPERATING	\$6,917.19
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	\$365,505.90
FND_462 WASTEWATER CAPITAL IMPROVEMENT	\$5,488.16
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPRC	\$25,060.00
FND_501 EQUIPMENT RENTAL	\$49,004.25
FND_502 EQUIPMENT RESERVE	\$395,989.56
FND_505 WORKERS COMPENSATION	\$25,380.71
FND_506 FACILITIES	\$38,950.18
FND_630 CUSTODIAL	\$12,123.39
NON-DEPARTMENTAL/PAYROLL AP-SUPPLIERS	\$347,259.74
<b>Grand Total</b>	<b>\$1,898,942.79</b>

*Rhiannon Weilmunster*

3/15/2024

Prepared by:

Date

Debbie Heilman

15/03/2024

Reviewed by:

Date

The Finance Director of the City of Olympia, Washington, herby certifies that for period statement above has been examined and and are approved as recommended for payment.

Aaron BeMiller

15/03/2024

Approved by/Finance Director

Date

**Signature:** *Debbie Heilman*

**Email:** dheilman@ci.olympia.wa.us

**Signature:** *Aaron BeMiller*  
Aaron BeMiller (Mar 15, 2024 15:24 PDT)

**Email:** abemille@ci.olympia.wa.us

City of Olympia  
Expenditure Summary

"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 herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authroized to certify said claims".

For Period 3/8/2024 to 3/14/2024

Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	\$759,448.85
FND_003 SPECIAL ACCT CONTROL FUND	\$301.18
FND_006 DEVELOPMENT FEE REVENUE	\$26,849.11
FND_007 PARKING FUND	\$14,645.32
FND_014 LEOFF1 OPEB TRUST FUND	\$11,031.00
FND_025 WASH CENTER MAINTENANCE	\$632.91
FND_317 CAPITAL IMPROVEMENTS FUND	\$4,311.25
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	\$1,793.65
FND_401 DRINKING WATER UTILITY OPERATING	\$55,924.65
FND_402 WASTEWATER UTILITY OPERATING	\$1,399,702.13
FND_403 WASTE RESOURCES OPERATING	\$338,371.99
FND_404 STORMWATER AND SURFACE WATER OPERATING	\$7,528.82
FND_462 WASTEWATER CAPITAL IMPROVEMENT	\$45.00
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	\$12,796.25
FND_501 EQUIPMENT RENTAL	\$8,173.42
FND_502 EQUIPMENT RESERVE	\$432.25
FND_506 FACILITIES	\$34,977.27
NON-DEPARTMENTAL/PAYROLL AP - SUPPLIERS	\$277,354.15
<b>Grand Total</b>	<b>\$2,954,319.20</b>

*Donna Perryman*

Prepared by:

3/22/2024

Date

*Debbie Heilman*

Reviewed by:

Mar 25, 2024

Date

The Finance Director of the City of Olympia, Washington, herby certifies that for period statement above has been examined and and are approved as recommended for payment.

*Aaron BeMiller*

Aaron BeMiller (Mar 25, 2024 08:16 PDT)

Approved by/Finance Director

Mar 25, 2024

Date

City of Olympia  
Expenditure Summary

"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 herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 3/15/2024 to 3/21/2024

Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	\$727,193.61
FND_003 SPECIAL ACCT CONTROL FUND	\$90,627.20
FND_006 DEVELOPMENT FEE REVENUE	\$24,092.83
FND_007 PARKING FUND	\$1,514.32
FND_014 LEOFF1 OPEB TRUST FUND	\$6,606.10
FND_025 WASH CENTER MAINTENANCE	\$490.27
FND_107 HUD FUND	\$17,424.38
FND_127 IMPACT FEES	\$14,990.00
FND_132 LODGING TAX FUND	\$21,000.00
FND_135 PARKING BUSINESS IMPROVEMENT AREA	\$5,000.00
FND_142 HOME FUND	\$1,067.05
FND_143 CULTURAL ACCESS PROGRAM	\$43.01
FND_317 CAPITAL IMPROVEMENTS FUND	\$7,200.00
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	\$22,337.60
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$24,160.43
FND_401 DRINKING WATER UTILITY OPERATING	\$45,191.29
FND_402 WASTEWATER UTILITY OPERATING	\$27,258.69
FND_403 WASTE RESOURCES OPERATING	\$27,965.35
FND_404 STORMWATER AND SURFACE WATER OPERATING	\$56,797.78
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	\$8,700.00
FND_462 WASTEWATER CAPITAL IMPROVEMENT	\$5,752.31
FND_463 WASTE RESOURCES CAPITAL IMPROVEMENT	\$0.00
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	\$6,900.00
FND_501 EQUIPMENT RENTAL	\$29,349.91
FND_502 EQUIPMENT RESERVE	\$123.50
FND_505 WORKERS COMPENSATION	\$10,899.51
FND_506 FACILITIES	\$15,989.69
FND_630 CUSTODIAL	\$14,559.25
NON-DEPARTMENTAL/PAYROLL AP-SUPPLIERS	\$761,250.82
<b>Grand Total</b>	<b>\$1,974,484.90</b>

*Rhiannon Weilmunster*

3/27/2024

Prepared by:

Date

Debbie Heilman

28/03/2024

Reviewed by:

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

Aaron BeMiller

27/03/2024

Approved by/Finance Director

Date

**Signature:** *Debbie Heilman*

**Email:** dheilman@ci.olympia.wa.us

**Signature:** *Aaron BeMiller*  
Aaron BeMiller (Mar 27, 2024 12:09 PDT)

**Email:** abemille@ci.olympia.wa.us

CITY OF OLYMPIA

2/29/2024

NET PAY: (SEMI MONTHLY) \$ 2,047,682.11

FIRE PENSION PAY: (MONTHLY)

TOTAL NET PAY: \$ 2,047,682.11

Semi-monthly Payroll  
Check Numbers: 94415 to 94421 \$ 2,182.54

Semi-monthly Payroll  
Direct Deposit: \$ 2,045,499.57

Manual Payroll Check  
Numbers: \_\_\_\_\_ to \_\_\_\_\_  
Manual Payroll Check  
Numbers: \_\_\_\_\_ to \_\_\_\_\_

Monthly Fire Pension  
Check Numbers: \_\_\_\_\_ to \_\_\_\_\_

Monthly Fire Pension  
Direct Deposit:

TOTAL NET PAY: \$ 2,047,682.11

Patricia Brassfield  
Prepared by:

3/7/2024  
Date

Debbie Heilman  
Reviewed by:

Mar 7, 2024  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOPF I post-retirement insurance benefits for the pay cycle ending: 2/29/2024 have been examined and are approved as recommended for payment.

Aaron BeMiller  
Approved by/Finance Director

Mar 8, 2024  
Date

CITY OF OLYMPIA

3/15/2024

NET PAY: (SEMI MONTHLY) \$ 2,005,775.18

FIRE PENSION PAY: (MONTHLY) \$ 25,286.77

TOTAL NET PAY: \$ 2,031,061.95

Semi-monthly Payroll Check Numbers: 94423 to 94429 \$ 2,024.49

Semi-monthly Payroll Direct Deposit: \$ 2,003,750.69

Manual Payroll Check Numbers: to Manual Payroll Check Numbers: to

Monthly Fire Pension Check Numbers: 94422 to 94422 \$ 925.19

Monthly Fire Pension Direct Deposit: \$ 24,361.58

TOTAL NET PAY: \$ 2,031,061.95

Patricia Brassfield Prepared by:

3/20/2024 Date

Debbie Heilman Reviewed by:

Mar 21, 2024 Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 3/15/2024 have been examined and are approved as recommended for payment.

Aaron BeMiller Approved by/Finance Director

Mar 21, 2024 Date

CITY OF OLYMPIA

3/31/2024

NET PAY: (SEMI MONTHLY) \$ 2,063,780.64

FIRE PENSION PAY: (MONTHLY)

TOTAL NET PAY: \$ 2,063,780.64

Semi-monthly Payroll  
Check Numbers: 94430 to 94435 \$ 2,474.83

Semi-monthly Payroll  
Direct Deposit: \$ 2,061,305.81

Manual Payroll Check  
Numbers: to  
Manual Payroll Check  
Numbers: to

Monthly Fire Pension  
Check Numbers: to

Monthly Fire Pension  
Direct Deposit:

TOTAL NET PAY: \$ 2,063,780.64

*Patricia Brassfield*

Prepared by:

4/10/2024

Date

Debbie Heilman

Reviewed by:

Apr 10, 2024

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 3/31/2024 have been examined and are approved as recommended for payment.

Aaron BeMiller

Approved by/Finance Director

Apr 10, 2024

Date





## City Council

### Approval of an Appointment to the Social Justice and Equity Commission to Fill a Vacancy

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.C  
**File Number:**24-0324

---

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

---

#### **Title**

Approval of an Appointment to the Social Justice and Equity Commission to Fill a Vacancy

#### **Recommended Action**

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

The Community Livability and Public Safety Committee recommends approval of the appointment listed below.

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

Move to approve the recommended appointment to the Social Justice and Equity Commission to fill a vacancy.

#### **Report**

##### **Issue:**

Whether to make the recommended appointments to the Social Justice and Equity Commission.

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

Kellie Purce Braseth, Strategic Communications Director, City Manager's Office, 360.753.8361

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

None - Consent Calendar Item

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

The Community Livability and Public Safety Committee interviewed candidates for vacancies on the Social Justice and Equity Commission at its March 18, 2024, special meeting and recommends the following appointment to fill a vacancy: Amna Qazi to Position #7, with a term ending March 31, 2027.

The candidate's application and resume are attached.

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

Residents serve on Advisory Committees to share their opinions and perspectives, study issues, and develop recommendations in a focused small group in order to provide judicious advice from a community member's perspective to the Olympia City.

**Climate Analysis:**

No climate impacts were evident.

**Equity Analysis:**

The board and commission recruitment process is an opportunity to reduce disparities in participation among marginalized communities in City of Olympia process and decisions.

**Options:**

1. Approve the appointment as recommended.
2. Do not approve the appointment and send the issue back to the Community Livability and Public Safety Committee. This would delay the appointment schedule and leave the Committee not operating at full strength.

**Financial Impact:**

No cost is associated with the action. To reduce barriers to community member participation, the City offers stipends of \$25 per meeting attended to Advisory Committee members. Those members who certify as low income are eligible to receive stipends of \$50 per meeting attended. Advisory Committee members may waive the stipend upon request.

**Attachments:**

Amna Qazi Application & Resume



# City of Olympia Boards and Commissions Committee Application

## **DEADLINE FOR APPLICATION SUBMISSION** **Friday, December 15th at 5:00 PM PST**

Advisory committees are a structured way for individual community members to share their opinions and perspectives, study issues, and develop recommendations in a focused small group. Their primary purpose is to provide judicious advice, from a community member's perspective, to the Olympia City Council. Committee activities may include study of critical issues, hearing public testimony, independent research, and reviewing staff reports and recommendations - all of which is intended so that the committee is prepared to discuss, formulate, and forward well-developed, thoughtful recommendations to the City Council in a timely manner. The City of Olympia values participation from all perspectives and life experiences and looks for equity and inclusion in advisory board appointments.

To reduce barriers to community member participation the City offers stipends of \$25 per meeting attended to Advisory Committee members. Those members who certify as low income are eligible to receive stipends of \$50 per meeting attended. Advisory Committee members may waive the stipend upon request.

The Olympia City Council's Community Livability and Public Safety Committee recommends appointments to the full Council. Recommendations are made following review of applications and interviews of qualified candidates.

**All of this careful consideration takes time, please be aware that you will not be notified until February of 2024 of any next steps in the process.**

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. Questions? Contact Dawn Carvalho, Executive Services Assistant, 360.753.8065, [dcarvalh@ci.olympia.wa.us](mailto:dcarvalh@ci.olympia.wa.us)

If you saved or submitted an application and did not receive a confirmation, please check your spam folder. When filed with the City, your application and attachment documents are public records and may be subject to public release.

**Name** Amna Qazi

**Email** [REDACTED]

**Primary Phone Number** [REDACTED]

**Address** [REDACTED]

**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

**Select your residential area (Olympia residency is not required; however, it is a primary consideration. )**

Westside

**Which Boards and Commissions would you like to apply for?**

Social Justice and Equity Commission

## Interests & Experiences

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. You may attach a resume.

### Attach a Resume



6 Igloo Hotels to Visit This Wi... .pdf



Amazon.com LOLIAS 2 Pcs C... .pdf



Amna Qazi CV 2017 (1) jss.doc

### Briefly describe why you wish to serve on this/these Advisory Committee(s).

I believe in equality and equity for everyone by identifying and addressing disparities ,being a part of this Commission makes you part of a community who work together to build a platform that can eliminate racism raise voice for human rights and recognizing the importance of equality for all .

### Describe your experience, qualifications, and/or skills which would benefit the advisory committee(s) you are applying to.

I believe in diversity and have been working for last 7/years in many different roles , from working for homeless shelter , trans women and standing up with DACA recipients. I also served as the Commissioner for Losangeles human relations department for four years as first Muslim Pakistani women and worked to build bridges between the communities . I have been part of many campaigns where we have conducted sessions for men and women to understand their rights and political system .

### Share the ways you've been involved or have volunteered in the community.

Community service and volunteerism is helpful to building a more inclusive society, shaping the place we want to live in, touching and changing the lives of the people around us, and helps to create a healthier emotional well-being. Therefore, it is important to volunteer in our community.Recently through my work in city of Olynpia Muslim Heritage Month was recognized and also now its official also participated in AAPI work activities and had the chance with Congresswomen Judy chu in LA on the issues that AAPI community face . I believe in giving back to the community. I have been party of Rotary club for last 8 years through rotary we have been changing lives through the improvement of health, the support of education, and the alleviation of poverty. I also volunteer at the food bank regularly and was also running a thrift shop at the Mosque for the people who cannot afford clothes and other house hold stuff . I have been volunteering since the age of 15 with my mother for special needs children and later for SOS children village . Being a physician by profession I have been party of many blood camps , ACLS programs and medicine camps . I am on board of many organization in United States which serves on a National level . I have been actively involved with Women Shelter specially those who have been affected by sexual violence .Recently we have been helping a school in olympia to build a round about through our Rotary club and also helping the immigrant families . Volunteering is important for communities because it supports organizations to provide vital services to groups and individuals within the community .

### List your educational and/or professional background and area of study.

Physician by profession

**Appointment to an advisory committee will require your attendance at evening meetings, and undertake other work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

I am willing to do whatever is required .

**If you are not appointed to a Board or Commission at this time:**

**Do you wish to be considered for appointment to another Board or Commission?**

Yes

**Do you wish to be considered for future appointment to your preferred Board or Commission?**

Yes

**Thank you for your interest in serving on a City of Olympia Advisory Committee!**

**Please hit the "submit" button below when you have completed your application .**

*Curriculum Vitae of*

AMNA FAIZ QAZI, M.B.B.S.

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**Thoughtful and passionate leader with aptitude to promote health and increase wellbeing through public health practices, civic engagement and social diplomacy.** Gained experience with nearly seven years as an M.D. practitioner and health care provider working with diverse populations both in Pakistan as well as United Kingdom. Appointed by the City of Los Angeles Mayor as a Human Relations Commissioner, and served for three years to promote interfaith relations. Convened and led diplomacy initiatives with the Los Angeles Consular corps, the second largest consular corps in the U.S. and hosted international delegations with International Visitors of Los Angeles on behalf of the city.

**EDUCATION AND CERTIFICATIONS**

**MBBS**, Baharia University, Pakistan

**Master Certificate in Health Care Leadership**, Cornell University, New York

**PROFESSIONAL AFFILIATIONS**

- Los Angeles Human Relations Commission, Commissioner 2017 - 2020
- Rotary Club, lifetime member
- World Affairs Council, member 2017 - present
- International Visitor Council of Los Angeles, member 2017 - ??
- Pakistan Medical & Dental Council, member 200???

**PROFESSIONAL CLINICAL EXPERIENCE**

**Dyker Heights Clinic, Brooklyn, NY**

May 2009 - June 2010

Surgery Externship

**Shifa International Hospitals, Islamabad**

December 2004 - January 2008

Served at Shifa International Hospital in various rotations and leadership capacities including:

- Department of Medicine, Chief Resident
- Medical Officer
- Department of General Medicine, Intensive Care Unit (ICU)
- Emergency Room
- Coronary Care Unit (CCU)

**Pakistan Institute of Medical Sciences, Islamabad**

September 2003 - June 04

Served as a House Physician and rotated in multiple departments including the Department of General Medicine, Cardiology, Gastroenterology, as well as Ear, Nose and Throat. Performed

case presentations, diagnosis, treatments, weekly teaching sessions, and provided academic presentations. Conducted various procedures including Ascetic Tap, Liver Biopsy, and Endoscopies and managed acute emergencies. Worked under supervision in the General Surgery Department and conducted pre and post operations management of patients and assisted with surgical procedures.

### VOLUNTEER CLINICAL EXPERIENCE

New York Organ Donor Network, New York, NY  
St. Thomas & Guys Hospital, London

September 2009 - May 2010  
January 2006 - April 2006

### PRESENTATIONS & ACADEMIC PUBLICATIONS

- Association of anorexia nervosa with depression, Fawad Kaiser, Amna Syed, **Amna Qazi**, Rawal Med J Jun 2007;32:76-78
- Type – II A Hyperlipidemia, Naveed Akhter, Ayesha Khalid, **Amna Qazi**, Submitted to Pakistan Journal Of Cardiology
- Ovarian Hyperstimulation Syndrome, **Amna Qazi**, Aamir Nazir, Mah Parveen Qazi. Arsalan Ahmad, ready for submission
- Poster presentation “Ovarian Hyperstimulation Syndrome,” **Amna Qazi**, Aamir Nazir, Mah Parveen Qazi. Arsalan Ahmad presented in ICNR 2007 Delhi 9-10 March, 2007
- Othello Syndrome in acute coronary syndrome, Fawad Kaiser, **Amna Qazi**, Rawal Med J Jun 2006;31:48-49
- Participated and conducted a data in **QUALITY CONTROL SURVEY** of patient in Shifa International Hospital
- Presented a Case Report on “**PHAEOCHROMOCYTOMA**” in Nephrology Conference in Shifa International Hospital, Islamabad

### CONFERENCES & SELECT GUEST SPEAKING

- Certificate of platform presentation “Ovarian Hyperstimulation Syndrome ” Presented at Pakistan Society of Neurology 14th Annual Conference at Lahore 24-25 March 2007.
- Certificate of attendance in the 19<sup>th</sup> Annual Conference of Cardiology at convention center Islamabad. 1-3 December 2006.
- Oral presentation in clinico-pathological conference on carotid artery stenting, “patient with recurrent strokes” and review of literature on carotid artery stenting, held in Shifa International hospital.
- Certificate of attendance in the 12th Pakistan Society of Neurology Annual Meeting held in Shifa International Hospital Islamabad. 22-23 April 2006.
- Certificate of attendance in 7th Annual National Conference UROCON – 2006, 5-7 May 2006 held in Islamabad.
- Attended Annual Cardiology Conference: Bhurban-Pakistan
- Attended “Training the Trainers Courses in Trauma Psychiatry” in Islamabad Pakistan University of Missouri, Center for Psychological Trauma & US Department of State.
- Attended 1<sup>st</sup> NATIONAL CONFERENCE ON INFECTIOUS DISEASE at Shifa International Hospital.

- Attended workshop on “PCR” in Shifa International Hospital.
- Attended the workshop of PAKISTAN CARDIAC SOCIETY on UNSTABLE ANGINA / NON ST ELEVATION MYOCARDIAL INFARCTION.
- Attended International Workshop for PHYSICAL THERAPIST ON ORTHOPEDIC AND TRAUMA REHABILITATION

## **LANGUAGES AND TECHNICAL SKILLS**

Native Proficiency: Urdu

Proficiency: English

Technical skills with MS Widows, MS XP, Word, Power Point, Outlook, MS front page, and MS Access

*References will be provided upon request.*





## City Council

### Approval of Updates to the City of Olympia Investment Policy

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.D  
**File Number:**24-0320

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

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#### **Title**

Approval of Updates to the City of Olympia Investment Policy

#### **Recommended Action**

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

The Finance Committee discussed the updated policy at their February 14, 2024 meeting and recommended approval of the updates.

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

Move to approve updates to the investment policy as recommended by the Finance Committee.

#### **Report**

##### **Issue:**

Whether to approve updates to the investment policy as recommended by the Finance Committee.

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

Aaron BeMiller, Finance Director, 360.753.8465

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

None - Consent Calendar item.

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

The City of Olympia Investment Policy provides direction on how City funds may be invested. Updates to the policy include language additions/updates as well as updates to authorized and suitable investments to better align with statute. The Investment Policy defines the parameters within which funds are to be invested by the City of Olympia. This policy also formalizes the framework, of Olympia's Policy and Procedures, to provide the authority and constraints for the City to maintain an effective and judicious management of funds within the scope of this policy.

The City of Olympia's investment authority is derived from RCW Chapters 35A.40.050 and 35.39.032. The investment program shall be operated in conformance with Washington Revised Statutes and applicable Federal Law. All funds within the scope of this policy are subject to regulations established by the State. The policy establishes standards and guidelines for the direction, management, and oversight for all of the City of Olympia's investable cash and funds.

Funds must be invested prudently to assure preservation of principal, provide needed liquidity for daily cash requirements, and provide a market rate of return. All investments must conform to federal, state, and local statutes governing the investment of public funds.

Washington Public Treasurers Association (WPTA) has awarded a Certificate of Excellence to City of Olympia for our updated Investment Policy, judged by an impartial statewide panel as meeting the high standards of the Investment Policy Certification Program. WPTA's policy review committee evaluates vial elements covering 23 criteria categories that should be addressed in a thorough and effective policy. The City is one of 12 cities to achieve the certification from WPTA.

The City contracts with Government Portfolio Advisors (GPA) to partner in managing the City's portfolio. GPA worked with the members of the finance department on this policy update and their input in included in the final product. While the policy aligns with State statute on authorized and suitable investments for public funds, GPA and representatives from the finance department meet annually to review and make any necessary updates to the City's Guideline Portfolio Strategy which sets the City's investment strategy.

**Climate Analysis:**

This agenda item is expected to result in no impact to greenhouse gas emissions.

**Equity Analysis:**

One of the goals of the City's budget process is to ensure that city services are provided equitably to our residents and business communities, as well as the greater Olympia community. This agenda item is not expected to further impact known disparities in our community.

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

Members of the community may have an interest in this agenda item as it deals with City finances and fiscal governance.

**Financial Impact:**

There is no financial impact associated with this agenda item.

**Options:**

1. Approve the updated investment policy.
2. Do not approve the updated investment policy.
3. Reschedule this agenda item to another meeting.

**Attachments:**

Policy



# **City of Olympia**

## **Investment Policy**

2024

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## **1. Introduction**

This Investment Policy defines the parameters within which funds are to be invested by the City of Olympia (“City”). This policy also formalizes the framework, of the City’s Policy and Procedures to provide the authority and constraints for the City to maintain an effective and judicious management of funds within the scope of this policy.

These policies are intended to be broad enough to allow the Finance Director or authorized designee to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

## **2. Governing Authority**

The City of Olympia’s investment authority is derived from RCW Chapters 35A.40.050 and 35.39.032. The investment program shall be operated in conformance with Washington Revised Statutes and applicable Federal Law. All funds within the scope of this policy are subject to regulations established by the State of Washington.

## **3. Policy Statement**

This policy establishes standards and guidelines for the direction, management and oversight for all of the City of Olympia’s investable cash and funds. Funds must be invested prudently to assure preservation of principal, provide needed liquidity for daily cash requirements, and provide a market rate of return. All investments must conform to federal, state, and local statutes governing the investment of public funds.

## **4. Scope**

This policy applies to activities of the City of Olympia with regard to investing the financial assets of the City. The City commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles (GAAP). The city maintains the right to separate certain funds and exclude them from the scope of this policy. Should bond covenants be more restrictive than this policy, funds shall be invested in full compliance with those restrictions.

## **5. Objectives**

All funds will be invested in a manner that is in conformance with federal, state and other legal requirements. In addition, the objectives, in order of priority, of the investment activities will be as follows:

## **A. Safety**

Safety of principal is the primary objective of the City. To mitigate credit and interest rate risk, investment decisions shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To obtain this objective, the following steps will be taken:

- i. Credit risk. This is the risk of loss due to the financial failure of the security issuer or backer. The city will minimize credit risk by:
  1. Limiting exposure to poor credits and concentrating the investments in the safest types of securities.
  2. Diversifying the investment portfolio so that potential losses on individual securities will be minimized; and
  3. Actively monitoring the investment portfolio holdings for rating changes, changing economic market conditions, etc.
  4. Credit rating downgrade. If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the Finance Director shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold after further analysis of the credit rating on an ongoing basis. The Finance Director will apply the general objectives of safety, liquidity, and return to make the decision.
- ii. Interest rate risk. This is the risk that the market value of securities in the portfolio will fall due to increases in general interest rates. The city will mitigate the interest rate risk by:
  1. Structuring the investment portfolio so that securities mature to meet cash requirements, when known, for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;
  2. Investing liquidity funds primarily in short-term instruments (i.e., investments maturing in less than one year); and
  3. Investing excess liquidity funds in a manner that is consistent with the established risk/return objectives of this policy within the stated maximum weighted average maturity constraint.

## **B. Liquidity**

The investment portfolio will provide liquidity sufficient to enable the City to meet all cash requirements that might reasonably be anticipated. This will be accomplished by either maintaining a portion of the portfolio in investment vehicles offering daily liquidity at face value, such as the Washington State Local Government Investment Pool (LGIP) or structuring the portfolio so that securities mature concurrently with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.

## **C. Return on Investment**

The investment portfolio will be structured with the objective of attaining a market rate of return throughout economic cycles, commensurate with the investment risk parameters and the cash flow characteristics of the portfolio.

## **D. Legality**

The investment portfolio will be invested in a manner that meets RCW statutes and all legal requirements of the City.

## **6. Standards of Care**

### **A. Delegation of Authority and Responsibilities**

#### **i. Governing Body**

The City Council, as the governing body of the City, will retain ultimate fiduciary responsibility for the portfolio. The Council will designate an investment officer to manage the investment program in accordance with RCW's and City policy and will review and adopt any changes to the investment policy.

#### **ii. Delegation of Authority**

The City Council designates the City's Finance Director, or their designee, as the Investment Officer of the City. No person may initiate investment transactions on behalf of the Investment Officer without the express written consent of the Investment Officer. Both the City and the investment advisor shall maintain record of individuals granted consent to initiate transactions by the Investment Officer.

#### **iii. Training:** Such procedures shall include explicit delegation of authority to persons responsible for investment transactions to provide adequate redundancy by properly trained and informed staff. All staff engaging in investment transactions shall attend public investment training. Staff shall not engage in any allowable investment transaction for which they cannot articulate a rationale for having done so.

#### **iv. Finance Committee:**

The Finance Committee shall meet at least annually to receive a report on investment performance and investment compliance.

#### **v. Registered Investment Advisor**

The City may engage the services of an external registered investment adviser to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Such advisers shall provide recommendation and advice regarding the City investment program including but not limited to advice related to the purchase and sale of investments in accordance with this Investment Policy. Such advisers must be registered under the Investment Advisers Act of 1940.

## **B. Prudence**

The standard of prudence to be used by the Finance Director or any designees in the context of managing the overall portfolio is the prudent person rule enacted by State Statute (RCW 11.100.020) which states:

*Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs not in regard to speculation but in regard to the permanent disposition of the funds considering the probable income as well as the probable safety of the capital.*

The Finance Director and authorized investment officers and employees who act in accordance with the Finance Director's written procedures and the City's Investment Policy, and who exercise due diligence, shall be relieved of personal responsibility for the credit risk or market price change of an investment, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

## **C. Ethics and Conflicts of Interest**

Officers and designated employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager in writing any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Olympia, particularly with regard to the time of purchases and sales.

Persons authorized to invest shall not accept gifts from the institutions with which the City places investments. Occasional business meals are acceptable and must be reported to the Finance Director and Finance Committee.

# **7. Safekeeping, Custody and Controls**

## **A. Delivery vs. Payment**

All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

## **B. Third-Party Safekeeping**

Prudent treasury management requires that all purchased securities be bought on a delivery versus payment (DVP) basis and be held in safekeeping by the City, an independent third-party financial institution, or the City's designated depository.



The City's Finance Director shall designate all safekeeping arrangements and an agreement of the terms executed in writing. All securities will be receipted and recorded based on the terms in the custodial contract. The third-party custodian shall be required to provide a statement to the City listing at a minimum each specific security, book yield, description, maturity date, market value, par value, purchase date, and CUSIP number. The City will have online access through the safekeeping bank for verification of the account holdings and transactions.

All collateral securities pledged to the City for certificates of deposit or demand shall be held in a segregated account at the issuing financial institution that is reporting to the State's Public Deposit Protection Commission (PDPC).

### **C. Internal Controls**

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. Specifics for the internal controls shall be documented in an investment procedures manual.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- i. Control of collusion
- ii. Separation of transaction authority from accounting and recordkeeping
- iii. Custodial safekeeping
- iv. Avoidance of physical delivery securities of marketable securities
- v. Clear delegation of authority to subordinate staff members
- vi. Written confirmation of transactions for investments and wire transfers
- vii. Dual authorizations of wire transfers
- viii. Staff training and
- ix. Review, maintenance and monitoring of security procedures both manual and automated.

### **D. External Controls**

The Office of the State Auditor requires that in accordance with Revised Code of Washington 43.09.260, the City must undergo annual financial examinations performed by State Examiners. Investment management is to be included as part of the annual independent audit to assure compliance with this investment policy.

## **8. Authorized Financial Dealers**

### **A. Broker/Dealers**

The Finance Director or designee shall maintain and review annually a list of all authorized financial institutions and broker/dealers that are approved to transact with the City for investment purposes. Any firm is eligible to make an application to the City. Additions and deletions to the list will be made at the City's discretion. All broker/dealers and financial institutions who desire to do business with the City must supply the Finance Director with the following:

- i. Annual audited financial statements.
- ii. Proof of FINRA (Financial Industry Regulatory Authority) certification.
- iii. Proof of registration with the State of Washington.
- iv. A completed Broker/Dealer questionnaire and a certification of having read the City Investment Policy.

### **B. Investment Advisors**

The City may contract with an external investment advisor to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Advisors must be registered under the Investment Advisers Act of 1940 and must act in a non-discretionary capacity, requiring approval from the City prior to all transactions.

The Finance Director or designee may utilize the investment advisor's approved broker/dealer list in lieu of the City's own approved list. The advisor must submit the approved list to the City annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures include:

- i. FINRA Certification check
  - Firm Profile
  - Firm History
  - Firm Operations
  - Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
  - State Registration Verification
- ii. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisor may be authorized through the contracted agreement to open accounts on behalf of the City with the broker/dealers on the approved broker/dealer list. The City will receive documentation directly from the brokers for account verification and regulatory requirements.

## C. Depositories

The City will only place funds exceeding the current FDIC insurance limits with banks who are currently participating in the Washington State PDPC program. Compliance/listing with the PDPC will be verified by the Finance Director or designee annually.

## D. Competitive Transactions

Transactions must be executed on a competitive basis and documented, excluding securities and interfund loans issued by the City of Olympia. Competitive prices should be provided from at least three separate brokers, financial institutions or through a national electronic trading platform. If the purchased security is only offered by one broker, then other securities with similar structure may be used for documentation purposes. If an Advisor handles trade executions, then they must provide the competitive documentation as requested.

# 9. Authorized and Suitable Investments

## A. Authorized Investments

All investments of the City are limited by RCW, principally RCW 35A.40.050 and 39.59.020.

Additional Specifications:

- This policy recognizes S&P, Moody's and Fitch as the major Nationally Recognized Statistical Ratings Organizations (NRSRO).
- Minimum credit ratings and percentage limitations apply to the time of purchase.
- All securities must be purchased on the secondary market and may not be purchased directly from the issuer.
- Securities rated in the broad single-A category with a negative outlook may not be purchased. Portfolio holdings of corporate notes downgraded to below single A and portfolio holdings of securities rated single A with their outlooks changed to negative may continue to be held. No additional purchases are permitted.

## B. Suitable Investments

**U. S Treasury Obligations:** Direct obligations of the United States Treasury.

**US Agency Obligations:** US Government Agency Obligations and US Government Sponsored Enterprises (GSEs) which may include, but are not limited to the following: Federal Farm Credit Banks Funding Corporation (FFCB), Federal Home Loan Bank (FHLB), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), and Tennessee Valley Authority (TVA).

**Supranational Bonds:** United States dollar denominated bonds, notes or other obligations that are issued or guaranteed by supranational institutions, provided, that at the time of investment, the institution has the United States as its largest shareholder. These include: International Bank for Reconstruction and Development (IBRD or World

Bank); the International Finance Corporation (IFC); the Asian Development Bank (ADB) and the Inter-American Development Bank (IADB).

**Municipal Debt Obligations:** Bonds of the State of Washington, any local government in the State of Washington, General Obligation bonds outside the State of Washington; at the time of investment the bonds must have one of the three highest credit ratings of a nationally recognized rating agency.. Debt of the City of Olympia is not required to be rated.

**Corporate Notes:** Unsecured debt obligations purchased in accordance with the investment policies and procedures adopted by the State Investment Board. Corporate notes must be rated at least weak single A (A-) or better by all the major rating agencies that rate the note at the time of purchase for inclusion in the corporate note portfolio. The maturity must not exceed 5.5 years and the maximum duration of the corporate note portfolio cannot exceed 3 years. The percentage of corporate notes that may be purchased from any single issuer rated AA- or better by all major rating agencies that rate the note is 3% of the assets of the total portfolio. The percentage of corporate notes that may be purchased from any single issuer rated in the broad single A (A-) category from all the major rating agencies that rate the security is 2% of the total portfolio. The individual country limit of non-U.S. and non-Canadian exposure is 2% of the total portfolio. The exposure is determined by the country of domicile of the issuers of portfolio securities.

**Commercial Paper:** Commercial paper must be rated with the highest short-term credit rating category of any two major Nationally Recognized Statistical Rating Organizations (NRSROs) at the time of purchase. If the commercial paper is rated by more than two major NRSROs, it must have the highest rating from all of them. Commercial paper holdings may not have maturities exceeding 270 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term credit rating at the time of purchase in one of the three highest rating categories of an NRSRO. The percentage of commercial paper that may be purchased from any one issuer is 3% of the market value of the total portfolio. Issuer constraints will apply to the combined holdings of corporate notes and commercial paper holdings.

**Certificates of Deposit:** Non-negotiable Certificates of Deposit of financial institutions which are qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.

**Bank Time Deposits and Savings Accounts:** Deposits in PDPC approved banks.

**Local Government Investment Pool:** Investment Pool managed by the Washington State Treasury Office.

### **C. Bank Collateralization**

The PDPC makes and enforces regulations and administers a program to ensure public funds deposited in banks and thrifts are protected if a financial institution becomes insolvent. The PDPC approves which banks and thrifts can hold state and local government deposits and monitors collateral pledged to secure uninsured public deposits. Under the act, all public treasurers and other custodians of public funds are relieved of the

responsibility of executing tri-party agreements, reviewing pledged securities, and authorizing additions, withdrawals, and exchanges of collateral.

#### D. Prohibited Investments

- i. The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- ii. The City shall not invest in mortgage-backed securities.
- iii. The City shall not invest in Equities

## 10. Investment Parameters

### A. Diversification

The City will diversify the investment of all funds by adhering to the constraints listed in the following table. Investments in securities shall not exceed the following percentages of the total portfolio at the time of purchase.

#### Total Portfolio Diversification Constraints

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's, or Equivalent NRSRO	Maximum Maturity
US Treasury Obligations	100%	None	N/A	10 years
US Agency Obligations	100%	35%	N/A	10 years
Supranational Agency Notes	10%	5%	AA- / Aa3	10 years
Municipal Bonds (GO Outside WA)	30%	5%	A- / A3 Short Term**	10 years
City of Olympia Debt Obligations	15%	None	N/A	N/A
Corporate Notes	25%	3%* for AA- 2%* for A-, A, A+	A- / A3	5.5 years
Commercial Paper		3%	A1 / P1 Long Term A- / A3	270 days
Bank Time Deposits/Savings	20%	10%	Deposits in PDPC approved banks	N/A
Certificates of Deposit	25%	10%	Deposits in PDPC approved banks	5 years
State LGIP	100%	None	N/A	N/A

\*Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

\*\*Short Term Ratings: Moody's – P1/MIG1/VMIG1, S&P – A-1/SP-1, Fitch – F1

Note: Individual country limit of non-U.S./non-Canadian exposure is 2% of total portfolio

## B. Investment Maturity

### i. Liquidity Funds – Tier 1

Liquidity funds will be defined as those funds that are in the State LGIP City, bank deposits, bank certificates of deposits or money market instruments and will be available for immediate use.

### ii. Investment Core Funds – Tier 2

Investment funds will be defined as the funds in excess of liquidity requirements and invested in authorized investments and maturity structure listed below.

### iii. Total Portfolio Maturity Constraints:

<b>Maturity Constraints</b>	<b>Minimum % of Total Portfolio</b>
Under 30 days	10%
Under 1 year	25%
Under 5 years	90%
Under 10 years	100%
<b>Maturity Constraints</b>	<b>Total Portfolio Maximum</b>
Weighted Average Maturity	2.0 years
Duration of Corporate Note Portfolio	3.0 years
<b>Security Structure Constraint</b>	<b>Maximum % of Total Portfolio</b>
Callable Agency Securities	25%

## C. Strategic Philosophy

The primary investment philosophy of the City is to match investment maturities with expected cash outflows. Securities shall generally be held until maturity, with the following exceptions:

- i. A security with a declining credit may be sold early to protect the principal value of the portfolio.
- ii. The portfolio duration or maturity buckets should be adjusted to better reflect the structure of the underlying benchmark portfolio.
- iii. A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions.
- iv. A sell of a security to provide for unforeseen liquidity needs.

## **11. Reporting Requirements**

### **A. Reporting**

The Finance Director or designee shall be responsible for investment reporting. At a minimum, monthly reporting (RCW 35.39.032) shall be made available providing detailed information on the investment portfolio.

Specific Requirements:

- Book Yield
- Holdings Report including mark to market and security description
- Transactions Report
- Weighted Average Maturity or Duration

### **B. Performance Standards/Evaluation**

- i. The portfolio shall be managed to obtain a fair rate of return and earnings rate that incorporates the primary objectives of protecting the City's capital and assuring adequate liquidity to meet cash flow needs.
- ii. The investment portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum duration (average maturity) and will have the objective to achieve market rates of returns over long investment horizons. The purpose of a benchmark is to appropriately manage the risk in the portfolio through interest rate cycles. The investment portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be the US treasury 0-3 year index or US treasury 0-5 year index and comparisons will be calculated monthly and reported quarterly.
- iii. The liquidity component yield will be compared quarterly to the LGIP average yield.

### **C. Compliance Report**

A quarterly compliance report will be generated comparing the portfolio positions to this investment policy.

The Investment Policy sets forth concentration constraints and minimum credit ratings for each type of security. These limits apply to the initial purchase of a security and do not automatically trigger the sale of a security as the portfolio value fluctuates or in the event of credit rating downgrade. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

#### **D. Accounting Method**

The City shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including, but not necessarily limited to, the Governmental Accounting Standards Board (GASB).

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation in the investment program and in accordance with generally accepted accounting principles.

### **12. Policy Adoption**

The City's Investment Policy shall be adopted by the City Council and reviewed by the Council Finance Committee as needed but not less than every two years. This Policy has been adopted by the City Council on \_\_\_\_\_, 2024 and replaces the City's previously adopted policy dated October 29, 2019.



## Glossary of Terms

**Agency Securities:** Government sponsored enterprises of the US Government.

**Bankers Acceptances:** A time draft accepted (endorsed) by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. BAs are short-term non-interest-bearing notes sold at a discount and redeemed by the accepting bank at maturity for full face value.

**Bond:** An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and specific assets sometimes secure it. Most bonds have a maturity of greater than one year and generally pay interest semiannually. See Debenture.

**Broker:** An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.

**Collateral:** Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**Commercial Paper:** Short-term, unsecured, negotiable promissory notes issued by corporations.

**Current Maturity:** The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

**CUSIP:** A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

**Dealer:** An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their own account and sell to a customer from their inventory. The dealer's profit is determined by the difference between the price paid and the price received.

**Debenture:** Unsecured debt backed only by the integrity of the borrower, not by collateral, and documented by an agreement called an indenture.

**Delivery:** Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called "free"). Delivery vs. payment is delivery of securities with an exchange of money for the securities.

**Duration:** A measure used to calculate the price sensitivity of a bond or portfolio of bonds to changes in interest rates. This equals the sum of the present value of future cash flows.

**Full Faith and Credit:** Indicator that the unconditional guarantee of the United States government backs the repayment of a debt.

**General Obligation Bonds (GOs):** Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

**Government Bonds:** Securities issued by the federal government; they are obligations of the U.S. Treasury; also known as "government securities."

**Interest:** Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

**Investment Funds:** Core funds are defined as operating fund balance, which exceeds the City's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

**Investment Securities:** Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

**Liquidity:** The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

**Liquidity Component:** A percentage of the total portfolio that is dedicated to providing liquidity needs for the City.

**LGIP:** Local Government Investment Pool run by the State of Washington Treasurer’s office established to help cities with short term investments.

**Mark to Market:** Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

**Municipals:** Securities, usually bonds, issued by a state, its agencies, by cities or other municipal entities. The interest on “munis” is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency’s taxation powers.

**Par Value:** The value of a security expressed as a specific dollar amount marked on the face of the security or the amount of money due at maturity. Par value should not be confused with market value.

**Portfolio:** A collection of securities held by an individual or institution.

**Prudent Person Rule:** A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.

**Quotation or Quote:** A bid to buy or the lowest offer to sell a security in any market at a particular time.

**Repurchase Agreement:** Range in maturity from overnight to fixed time to open end. Repos involve a simultaneous sale of securities by a bank or government securities dealer to an investor with an agreement for the bank or government securities dealer to repurchase the securities at a fixed date at a specified rate of interest.

**Treasury Bill (T-Bill):** An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

**Treasury Bonds and Notes:** Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

**Yield:** The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**Yield to Maturity:** The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

**Ratings Table – Long-Term**

Three Highest Rating Categories	S&P	Moody’s	Fitch	Definition
AAA		Aaa	AAA	Highest credit quality
AA+, AA, AA-		Aa1, Aa2, Aa3	AA+, AA, AA-	Very high credit quality
A+, A, A-		A1, A2, A3	A+, A, A-	High credit quality
	BBB+, BBB, BBB-	Baa1, Baa2, Baa3	BBB+, BBB, BBB-	Good credit quality
	BB+, BB, BB-	Ba1, Ba2, Ba3	BB+, BB, BB-	Non-investment grade

### Ratings Table – Short-Term

Highest Rating Category	S&P	Moody's	Fitch	Definition
	A1+, A1	P1+, P1	F1+, F1	Highest credit quality
	<b>Municipal Commercial Paper</b>			
	A-1, A-1+, SP-1+, SP-1	P1, MIG1, VMIG1	F1+, F1	Highest credit quality



## City Council

### Approval of a Resolution Authorizing a Land and Water Conservation Fund Grant Application to the Recreation and Conservation Office (RCO) for Yelm Highway Community Park Phase I

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.E  
**File Number:**24-0274

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

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#### **Title**

Approval of a Resolution Authorizing a Land and Water Conservation Fund Grant Application to the Recreation and Conservation Office (RCO) for Yelm Highway Community Park Phase I

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the Resolution authorizing City Staff to apply for a Recreation and Conservation Office (RCO) grant for Yelm Highway Community Park Phase I and authorizing the City Manager to receive the grant funds should the grant be successful.

#### **Report**

##### **Issue:**

Whether to approve the Resolution authorizing City Staff to apply for a RCO grant for Yelm Highway Community Park Phase I and authorizing the City Manager to receive the grant funds should the grant be successful.

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

Tammy LeDoux, Finance & Policy Coordinator, Parks Arts and Recreation, 360.753.8053  
Laura Keehan, Parks Planning & Design Manager, Parks, Arts and Recreation, 360.570.5855

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

None - Consent Calendar Item

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

The Parks, Arts and Recreation Department is preparing a RCO grant application for the current funding cycle. The application is due May 1, 2024, and is required to include formal City Council authorization.

The Land and Water Conservation Fund provides funding to preserve and develop outdoor recreation resources, including parks, trails, and wildlife lands. The funds are provided by the Secretary of the Interior and managed by RCO. If successful, the grant would reimburse the City up to \$2,000,000 towards Phase 1 development of the Yelm Highway Community Park.

In 2022, the Department applied for this development grant and was authorized for a \$2,000,000 award. Due to the loss of the school district partnership and the need to revise the park design, RCO awarded the funds to the next “ready” project and advised re-applying for the 2024 application grant cycle.

In 2021, the City received a \$1,000,000 reimbursement grant for the acquisition of the Yelm Highway Community Park parcel.

**Climate Analysis:**

Locating parks in close proximity to residents supports walking, biking, transit usage and fewer vehicle miles to access recreation amenities. Climate adaptive and drought resistant native plants will be installed to create a low-maintenance landscape. The design will celebrate existing site features, and preserve existing native oak trees, a large wetland, and conifer forested area.

**Equity Analysis:**

The Parks, Arts and Recreation Plan process developed a GIS mapping analysis that utilized demographic data and undeveloped park service areas to help prioritize the development order of currently undeveloped parks. The analysis looked at equity-associated demographics parameters, prioritizing servicing lower income, non-white and Hispanic, older and younger residents and those in multi-family housing. Yelm Highway Community Park ranked as a high priority for development.

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

The community identified the acquisition of a large, community park site for soccer fields as a high priority in the 2002, 2010, 2016 and 2022 Parks, Arts and Recreation Plans. In the City’s 2014 Community Park Suitability Assessment, the Yelm Highway parcel ranked as the preferred site for a new community park.

Hundreds of community members have been involved in the Yelm Highway Community Park Master Plan process since 2019. Soccer players and neighbors from The Hamptons and Indian Summer neighborhoods have shown particular interest in this site.

**Financial Impact:**

The grant totals \$2,000,000. The grant match will be a combination of impact fees, Metropolitan Park District funds, SEPA fees, grants and debt financing.

**Options:**

1. Approve the Resolution authorizing a grant application to the Recreation and Conservation Office (RCO) for Yelm Highway Community Park.
2. Do not approve the Resolution. Staff would be unable to pursue the grant opportunity.
3. Take other action.

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

---

**Attachments:**

Resolution

RCO Resolution

Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO) FOR A LAND AND WATER CONSERVATION FUND STATE PROGRAM GRANT FOR THE YELM HIGHWAY COMMUNITY PARK PHASE I DEVELOPMENT PROJECT**

**WHEREAS**, on August 3, 2018, the City of Olympia (City) purchased 83 acres on Yelm Highway for use as a public park for recreation and open space purposes; and

**WHEREAS**, the 2022 Parks, Arts and Recreation Plan highlights development of this park as a long-standing community priority; and

**WHEREAS**, the Land and Water Conservation Fund authorizes funding from the Secretary of the Interior to provide financial assistance to states for the acquisition and development of public outdoor recreation areas; and

**WHEREAS**, the Land and Water Conservation Fund grant would require a grant match of up to \$2,000,000; and

**WHEREAS**, the City has committed to Phase 1 development for the Yelm Highway property which will exceed the \$2,000,000 that serves as the required match for this grant; and

**WHEREAS**, the Recreation and Conservation Office requires an authorizing resolution as part of the grant application; and

**WHEREAS**, the City Council wishes to authorize the Mayor to execute the "Applicant Resolution/Authorization" (attached to this Resolution as Exhibit A) as the "authorized member" of the City Council; and

**WHEREAS**, the City Council wishes to authorize the City Manager to execute the Grant Agreement and any other any other documents necessary to obligate funds for Project 24-1405D, Yelm Highway Community Park Phase I;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the Washington State Recreation and Conservation Office for the Yelm Highway Community Park Phase I Development Project and the terms and conditions contained therein.
2. The Olympia City Council hereby assents and agrees to the terms of the Applicant Resolution/Authorization; the Applicant Resolution/Authorization is attached to and its terms are incorporated into this Resolution.
3. The Mayor is directed and authorized to execute on behalf of the City of Olympia the Applicant Resolution/Authorization as the authorized member of the City Council.

4. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Grant Agreement and any other documents necessary to obligate funds for Project 24-1405D, Yelm Highway Community Park Phase I, and to make any amendments or minor modifications or to correct any scriveners' errors as may be required and are consistent with the intent of the Grant Application.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY





## Applicant Resolution/Authorization

Organization Name (sponsor) City of Olympia

Resolution No. or Document Name City of Olympia Resolution #M-

Location of Resolution or Document: N/A

Project(s) Number(s), and Name(s) 24-1405D – Yelm Highway Community Park Development Phase I

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Paul Simmons, Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Tammy LeDoux, Finance and Policy Coordinator
RCO Grant Agreement (Agreement)	Steven J Burney, City Manager
Agreement amendments	Steven J Burney, City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Steven J Burney, City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of

Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

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

Dontae Payne, Mayor

Approved as to form:

\_\_\_\_\_  
*Michael M. Young*  
Deputy City Attorney

Washington State Attorney General's Office

Approved as to form *Brian Tallen* 2/13/2020 \_\_\_\_\_  
Assistant Attorney General Date



## Applicant Resolution/Authorization

Organization Name (sponsor) City of Olympia

Resolution No. or Document Name City of Olympia Resolution #M-

Location of Resolution or Document: N/A

Project(s) Number(s), and Name(s) 24-1405D – Yelm Highway Community Park Development Phase I

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Paul Simmons, Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Tammy LeDoux, Finance and Policy Coordinator
RCO Grant Agreement (Agreement)	Steven J Burney, City Manager
Agreement amendments	Steven J Burney, City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Steven J Burney, City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of

Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

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

Dontae Payne, Mayor

Approved as to form:

Michael M. Young

Deputy City Attorney

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020  
Assistant Attorney General Date

*This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by applicants' and their counsel as they seek grant funding managed by RCO.*

*This grant agreement will contain changes at issuance based on the specifics of each funded project. For instance, changes will occur based on the applicant, funding program, fund source, project type, rule or law changes, and other factors. Applicants that receive funding from RCO are encouraged to thoroughly review their customized grant agreement prior to final signature.*

*RCO reserves the right to make updates to this template.*

## **RCO GRANT AGREEMENT**

**Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Issuance Date:** \_\_\_\_\_

### **A. PARTIES OF THE GRANT AGREEMENT.**

1. This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington {FundingAgency} Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and {PrimarySponsorNameAddress} {SecondarySponsorNameAddress}, and shall be binding on the agents and all persons acting by or through the parties.
2. The Sponsor's Data Universal Numbering System (DUNS) Number is {DUNNSNumber}.
3. All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.
4. Prior to and During the Period of Performance, Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.
  - a. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant

Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

- b. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections A and J.
5. For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

**B. PURPOSE OF AGREEMENT.**

This Agreement sets out the terms and conditions by which a grant is made from the {AccountName} of the State of Washington. The grant is administered by the RCO.

**C. DESCRIPTION OF PROJECT.**

{ProjectDescription}

**D. PERIOD OF PERFORMANCE.**

1. The period of performance begins on {StartDate} (project start date) and ends on {EndDate} (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.
2. The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

**E. STANDARD TERMS AND CONDITIONS INCORPORATED.**

The RCO Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

**F. LONG-TERM OBLIGATIONS.**

*(This is a custom section based on project, program, and sponsor type. See [attached spreadsheet of those that may apply.](#))*

**G. PROJECT FUNDING.**



The total grant award provided for this project shall not exceed {RCOAmount}. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

{FundingTable}

#### **H. FEDERAL FUND INFORMATION.**

*(This section only appears if there is federal funding nexus)*

{FederalFundingInfo}

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F—Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

#### **I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS.**

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

The following Exhibits are attached as part of this Agreement:

*(This is a custom section listing things like "Expanded Scope of Work," "Milestones," and "Eligible Scope Items," which become part of this agreement.)*

If an exhibit is referenced in this Agreement as an exhibit or attached to this Agreement, regardless whether it is on this list, it shall still be considered part of this Agreement.

#### **J. AMENDMENTS TO AGREEMENT.**

1. Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by

RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

2. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.
3. Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

**K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES.**

1. This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.
2. For the purpose of this Agreement, {WAC...} shall apply as terms of this Agreement.
3. For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

*{CustomApplicableManuals}*

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

**L. SPECIAL CONDITIONS.**

*{CustomSpecialConditionsAsMayApply}*

**M. AGREEMENT CONTACTS.**

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

{CustomProjectContacts}

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

**N. ENTIRE AGREEMENT.**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**O. EFFECTIVE DATE.**

1. Unless otherwise provided for in this Agreement, this Agreement, for project {ProjectNumber}, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.
2. The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

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Signatures:

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Sponsor/Date

---

Recreation and Conservation Office/Date

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Example

## **STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT**

Last Updated: February 12, 2020

### **1. CITATIONS, HEADINGS AND DEFINITIONS.**

- A)** Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B)** Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C)** Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual -- A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

archeological, cultural, and historic resources - Archeological sites and artifacts, and traditional areas or items of religious, ceremonial and/or social (significance to) (uses of) tribes affected by or interested in the project. This also refers to built environments and places with historical significance for the nation, state, or local area.

authorized representative/agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO’s as may apply) have been recorded (as may apply)

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director or Director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

education and enforcement project – A project that provides information, education, and outreach programs or services; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property, and equipment purchases.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – A project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned or otherwise controlled by the Sponsor.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation project – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.



milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project area (for projects where WAC 420 is applied) - The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO's as may apply) have been recorded (as may apply)

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

reimbursement – RCO's payment of funds to the Sponsor for eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and enhancement project – A project intended to bring a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting (or exclusively benefit) fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

State. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of Washington state government.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the PROJECT FUNDING Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

## **2. PERFORMANCE BY THE SPONSOR.**

- a. The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.
- b. Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

**3. ASSIGNMENT.**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

**4. RESPONSIBILITY FOR PROJECT.**

- a. While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.
- b. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.
- c. The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

**5. INDEMNIFICATION.**

- a. The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees,

contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- b. Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.
- c. Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.
- d. As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.
- e. Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.
- f. The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- g. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

**6. INDEPENDENT CAPACITY OF THE SPONSOR.**

- a. The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.
- b. The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

**7. CONFLICT OF INTEREST.**

- a. Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.
- b. In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**8. COMPLIANCE WITH APPLICABLE LAW.**

- a. In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:
  - i. Nondiscrimination Laws. The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for

construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- ii. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
  - iii. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
    - Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
  - iv. **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided:
    - (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03;
    - (2) The nonprofit organization's management and administrative headquarters must be located in Washington;
    - (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and
    - (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law.Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- b. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or

propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- c. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- d. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."
- e. Requirements for RTP Subawards.
  - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
  - ii. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

## **9. ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES**

RCO shall administratively review, and Sponsor shall assist RCO in such review, For all funded projects, including land acquisitions for the purpose of capital construction or renovation, not undergoing Section 106 review under the National Historic Preservation Act of 1966, RCO shall review and, if it deems appropriate, confer with the Washington State Department of Archeology and Historic Preservation, tribes, and with any other party/parties that have an interest in, or responsibility for, Project review and protection of archeological, cultural, and historical resources, to determine potential impacts to archeological, cultural and historic resources and plans for protection of such resources. The Sponsor shall cooperate in all such reviews.

1. Plans. Sponsor shall comply with all plans RCO or another state or federal agency may develop for the protection of archeological, cultural, and historical resources in the project area, and adjacent areas that may be impacted by the project. This subsection also applies to those projects where a categorical exclusion (subsection 5) may apply.



2. Authorities. At a minimum, review, management, and protection of archeological, cultural, and historic resources, and tribal consultation, shall be performed in the project area and adjacent areas impacted by the project for compliance with the following authorities (as may apply and as in effect at the time of the review):
  - i. Washington State Department of Archeology and Historic Preservation policies and procedures and rule,
  - ii. Sponsor, RCO, and landowners' plans, policies and procedures, directives, laws and rules,
  - iii. State Environmental Policy Act,
  - iv. National Environmental Policy Act,
  - v. National Historic Preservation Act of 1966,
  - vi. Governor's Executive Order 05-05,
3. Scope of Archeological, Cultural, and Historic Resources Review. RCO recognizes that the project area may include multiple parcels with multiple landowners, and additional parties with property rights in the project area. The Sponsor shall apply this section independently to each separately owned property, provided that reviews undertaken must include impacts to individual parcels and cumulative impacts.
4. Compliance. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological, cultural, and historic resources in the project area, and adjacent areas that may be impacted by the project, and comply with any RCO direction for such avoidance, minimization, and mitigation, and reporting and notification thereof.
5. Categorical Exemption. If the Sponsor has reviewed the activities in this grant for impacts to archeological, cultural, and historical resources, and the same for any planned projects in any land acquired with this grant, and determined the project is categorically exempt from further archaeological, historical and cultural resources review, as well as tribal consultation, Sponsor shall notify the RCO in writing prior to beginning the project describing 1) the specific statutory or regulatory exemptions that apply, and 2) their applicability to the specific project. Alternatively, the RCO may determine the project is covered by a categorical exemption, in whole or in part, and notify the Sponsor of such determination.

However, any categorical exemption must meet the standards of and be consistent and allowable by ALL of the following:

1. the project area landowner(s) legal documents and governing documents (if applicable),
2. Sponsor's own policies and procedures and rules,
3. All applicable laws,
4. RCO applicable policies, manuals and/or other guidance, and
5. Washington Department of Archaeology and Historic Preservation's rules and policies.

Alternatively, the RCO may assign a categorical exemption to the project based on its own review.

Regardless of the applicability of any categorical exemption, the RCO reserves the right at any time to require Sponsor to comply with any and all of the provisions of this section.

6. Project Areas Reviewed by a Permitting Authority. For those project areas where a permitting authority for the project conducts an archeological, cultural, and historical resources review and tribal consultation under section 106 of the Historic Preservation Act, NEPA, SEPA, or Governor's Executive Order 05-05, such review and consultation shall substitute for the land owner's, provided that such substitution is allowed only if (a)the permitting authority and landowner are not the same, and (b)the RCO determines that the review and consultation performed by the permitting authority meets RCO standards. When a permitting authority conducts such reviews and tribal consultation, all other subsections herein shall still apply to the Sponsor(s).
7. Project Areas on Sponsor-Owned Property. Unless a categorical exemption applies as stated above, the Sponsor shall perform and be bound by the following:
  - a. Project Review. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, the Sponsor shall review the project for its potential and actual impacts, including any planned projects on lands acquired as part of the project, to any and all archaeological, cultural and historical resources in and adjacent to the project area, in areas where project mitigation shall occur, or other areas that may be affected by project implementation. In this review, Sponsor shall follow its policies and procedures, plans, guidance, rules, and directives, as well as act in compliance with Governor's Executive Order 05-05, the National Historic Preservation Act, the State Environmental Policy Act, the National Environmental Policy Act, and any local laws as may apply. If another governmental agency is responsible in whole or in part for this review the Sponsor shall assist with such review.
  - b. Tribal Consultation. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, Sponsor shall conduct tribal consultation with any interested or affected tribes as defined above. .
  - c. Reporting to RCO and Approval of Project Activities. Sponsor shall provide RCO evidence (which RCO shall prescribe) that it has conducted project review and tribal consultation as described and receive written approval of such review and consultation from RCO prior to Sponsor implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas

where project mitigation shall occur, or any other areas that may be affected by project implementation.

- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO may require on-site monitoring for impacts to archeology, cultural, and historic resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology, cultural, and historical resource impacts or concerns.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.
- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources until such time as the reviewing authority with jurisdiction over the found object(s) and areas notifies Sponsor and RCO that work can resume.
- i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with

the affected parties as to the future preservation, excavation, and disposition of the remains and the resumption of work.

8. Project Areas on State or Federal Property Not Owned By Sponsor.

Categorical Exemption. For project area(s) owned by a state or federal agency, and not under review via a permitting nexus (see above), the state or federal agency landowner performing archeological, cultural, and historic resources review and tribal consultation shall make the determination that the project, in whole or in part, is covered by a categorical exemption, and may notify and report such to the Sponsor, or to RCO on behalf of Sponsor.

Project Review and Tribal Consolation. If the project is not categorical exception to archeological, cultural, and historical resources review and tribal consultation, and the project area is located on property owned by the State of Washington or a federal agency, Sponsor shall:

- a. Follow its own policies and procedures, rules, and any applicable laws, for the review, protection, and management of archaeological, cultural, and historic resources, and tribal consultation and other consultations as may apply.
- b. Assist the land owner and other applicable agencies, and the RCO, with its/their review of archaeological, cultural and historic resources, and tribal consultation for the project area.
  - i. RCO may consult directly with the landowner to complete land owner project review and tribal consultation.
- c. Provide RCO evidence that the landowner has 1) conducted archeological, cultural and historic resources review and tribal consultation according to its policies and procedures and applicable laws, and 2) provided Sponsor with permission to begin project implementation in the project area owned by the state or federal agency.
- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO or the federal or state landowner may require on-site monitoring for impacts to archeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors

working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.

- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
  - i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.
- 9. Costs. Costs associated with Sponsor's responsibilities under this section of the Agreement are eligible for reimbursement under this Agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

## **10. RECORDS.**

- a. Digital Records. If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- b. Maintenance and Retention. The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records

shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200.333, for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- d. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- e. Public Records. Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## **11. PROJECT FUNDING.**

- a. Authority. This Agreement and funding is made available to Sponsor through the RCO.
- b. Additional Amounts. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .
- c. Before the Agreement. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- d. Requirements for Federal Subawards. Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- e. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

## **12. PROJECT REIMBURSEMENTS.**

- a. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- b. Reimbursement Request Frequency. The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- c. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- d. Conditions for Payment of Retainage. RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
  - i. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - ii. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
  - iii. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

- iv. A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.
- e. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
  - i. Are verifiable from the non-Federal entity's (Sponsor's) records;
  - ii. Are not included as contributions for any other Federal award;
  - iii. Are necessary and reasonable for accomplishment of project or program objectives;
  - iv. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
  - v. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  - vi. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
  - vii. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.
- f. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
  - i. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
  - ii. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  - iii. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
  - iv. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).



### **13. ADVANCE PAYMENTS.**

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

### **14. RECOVERY OF PAYMENTS.**

- a. Recovery for Noncompliance. In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- b. Return of Overpayments. The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- c. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

### **15. COVENANT AGAINST CONTINGENT FEES.**

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### **16. INCOME (AND FEES) AND USE OF INCOME.**

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

Income.

- a. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
- b. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

- c. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- d. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - i. The Sponsor's matching resources;
  - ii. The project's total cost;
  - iii. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - iv. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - v. Capital expenses for similar acquisition and/or development and renovation; and/or
  - vi. Other purposes explicitly approved by RCO.
- e. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
  - i. Grant program laws, rules, and applicable manuals;
  - ii. Value of any service(s) furnished;
  - iii. Value of any opportunities furnished; and
  - iv. Prevailing range of public fees in the state for the activity involved.
- f. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

## **17. PROCUREMENT REQUIREMENTS.**

- a. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
  - i. Publish a notice to the public requesting bids/proposals for the project;
  - ii. Specify in the notice the date for submittal of bids/proposals;
  - iii. Specify in the notice the general procedure and criteria for selection; and
  - iv. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  - v. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. Alternatively, Sponsor may choose a bid from a bidding

cooperative if authorized to do so. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

b. Requirements for Federal Subawards.

- i. For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
- ii. For RTP subawards, Sponsors shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)).

**18. TREATMENT OF EQUIPMENT AND ASSETS.**

- a. Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.
- b. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- c. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.
- d. Requirements for Federal Subawards. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
  - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  - iv. Adequate maintenance procedures must be developed to keep the property in good condition.

- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- e. Requirements for RTP Subawards.
  - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

#### **19. RIGHT OF INSPECTION.**

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

#### **20. STEWARDSHIP AND MONITORING.**

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

#### **21. PREFERENCES FOR RESIDENTS.**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents, but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

#### **22. ACKNOWLEDGMENT AND SIGNS.**

- a. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- b. Signs.
  - i. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

- ii. During the period of long-term obligations, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- c. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.
- d. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
  - i. The fund source;
  - ii. The percentage of the total costs of the project that is financed with federal money;
  - iii. The dollar amount of federal funds for the project; and
  - iv. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

**23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS.**

- a. The following provisions shall be in force:
  - i. Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
  - ii. Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
- b. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

- c. Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- d. Use of Best Management Practices. Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include “Integrated Streambank Protection Guidelines”, 2002; “Land Use Planning for Salmon, Steelhead and Trout: A land use planner’s guide to salmonid habitat protection and recovery”, 2009”, “Protecting Nearshore Habitat and Functions in Puget Sound”, 2010; “Stream Habitat Restoration Guidelines”, 2012; “Water Crossing Design Guidelines”, 2013; and “Marine Shoreline Design Guidelines”, 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in “Reducing Accidental Introductions of Invasive Species” which is available on the WISC Web site.
- e. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

#### **24. PROVISIONS APPLYING TO ACQUISITION PROJECTS.**

- a. The following provisions shall be in force:
  - i. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
  - ii. Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
  - iii. Legal Description of Real Property Rights Acquired. The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
  - iv. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the

- state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- v. Deed of Right. The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
  - vi. Assignment of Rights. The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
  - vii. Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
  - viii. Real Property Acquisition and Relocation Assistance. In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- b. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.
- c. Hazardous Substances.
- i. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
  - ii. No hazardous substances were found on the site, or
  - iii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
  - iv. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
  - v. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss

of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

- d. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports the federal funding agency, through RCO, at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).
- e. Developing and Restoring Purchased Property. If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

## **25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS.**

- a. Long-Term Obligations. This section applies to completed projects only.
- b. Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- c. Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.



- i. For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
- ii. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

## **26. CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS.**

- a. The following provisions shall be in force for this agreement:
  - i. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
    - a. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
    - b. In a reasonably safe condition for the project's intended use;
    - c. Throughout its estimated useful service life so as to prevent undue deterioration;
    - d. In compliance with all federal and state nondiscrimination laws, regulations and policies.
  - ii. Open to the public. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
    - a. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
    - b. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
    - c. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

## **27. RECORDED NOTICE OF GRANT.**

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

## **28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS.**

- a. A corporate Sponsor, including any nonprofit Sponsor, shall:
  - i. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
  - ii. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
  - iii. Maintain sites or facilities open to the public and may not limit access to members.

## **29. PROVISIONS FOR FEDERAL SUBAWARDS.**

The following provisions shall be in force for this agreement:

- a. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- b. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319,

12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- d. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- e. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- f. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION.

- g. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- h. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION and the Regional Office of the Environmental Protection Agency (EPA).
- j. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying

with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

- k. Procurement of Recovered Materials. A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Required Insurance. The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- m. Debarment and Suspension (Executive Orders 12549 and 12689). The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- n. Conflict of Interest. Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

### **30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS.**

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

### **31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS.**

The following provisions shall be in force for this agreement:

- a. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- b. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- c. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement.
- d. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- e. **Government Agencies.** The requirement of Subsection a through d above shall not apply if the Sponsor is a federal, state, or municipal government which has established an adequate program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy to the RCO.
- f. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does undertake to review, approve, or monitor the safety of the design, construction, or operation of the project and does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer as a result of the project which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

### **32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS.**

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the "Land and Water Conservation Fund General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

### **33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS.**

The following sections of this Agreement shall not apply if they are included and covered separately in a recorded RCO-approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- a. Income and Income Use; Stewardship and Monitoring; Acknowledgement and Signs; Provisions Applying To Acquisition Projects: Conveyance of Rights to the State of Washington, Building and Structures, and Hazardous Substances; Long-Term Obligations of the Projects and Sponsors: Perpetuity; and Construction, Operation, Use and Maintenance of Assisted Projects.

### **34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS.**

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

### **35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS.**

The following provisions shall be in force for this Agreement if the project is funded in part or wholly from the Puget Sound Acquisition and Restoration program. The Sponsor agrees to the following terms and conditions:

- a. Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- b. Credit and Acknowledgement. In addition to the ACKNOWLEDGEMENT AND SIGNS section, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- c. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.

- d. Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- e. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- f. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement: “You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.” The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term. The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.
- g. Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities. The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor



affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- h. Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- i. Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- j. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.  
  
These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows: Purchased Goods 8% MBE 4% WBE; Purchased Services 10% MBE 4% WBE; Professional Services 10% MBE 4% WBE. Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:
  - i. Include qualified minority and women's businesses on solicitation lists.
  - ii. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
  - iii. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
  - iv. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
  - v. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- k. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
  - l. There are any funds budgeted in the contractual/services, equipment or construction lines of the award; and/or \$3,000 or more is included for supplies; or there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items

(a) and (b). When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

- m. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.
- n. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- o. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- p. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- q. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
- r. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

- s. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.
- t. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
  - I. Certification Regarding Lobbying, EPA Form 6600-06:  
[http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)
  - II. Disclosure of Lobbying Activities, SF LLL:  
[http://www.epa.gov/ogd/AppKit/form/sflllin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf)
- u. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.
- v. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices). Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information. As of January 1, 2020, the limit is \$654.71 per day \$81.83 per hour.
- w. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- x. International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE

travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

- y. Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

- z. Light Refreshments And/Or Meals.

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

- aa. State grant cybersecurity.

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.  
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the AGecy using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

### **36. ORDER OF PRECEDENCE.**

- a. This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:
  - i. Federal law and binding executive orders;

- ii. Code of federal regulations;
- iii. Terms and conditions of a grant award to the state from the federal government;
- iv. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- v. State Constitution, RCW, and WAC;
- vi. Agreement Terms and Conditions and Applicable Manuals
- vii. Applicable deed restrictions, and/or governing documents.

**37. LIMITATION OF AUTHORITY.**

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

**38. WAIVER OF DEFAULT.**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

**39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH.**

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

**40. SPECIFIC PERFORMANCE.**

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

**41. TERMINATION AND SUSPENSION.**

- a. The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.
- b. For Cause.

- i. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
    - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
    - b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
    - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
    - d. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
  - ii. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- c. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- i. The Sponsor was not in default; or
  - ii. Failure to perform was outside Sponsor's control, fault or negligence.
- d. Rights of Remedies of the RCO.
- i. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
  - ii. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
  - iii. Non-Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation

- is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- iv. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
  - v. **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

#### **42. DISPUTE HEARING.**

- a. Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:
  - i. The disputed issues;
  - ii. The relative positions of the parties;
  - iii. The Sponsor's name, address, project title, and the assigned project number.
- b. In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.
- c. Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.
- d. The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

- e. Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- f. All costs associated with the implementation of this process shall be shared equally by the parties.

**43. ATTORNEYS' FEES.**

In the event of litigation or other action brought to enforce the terms of this Agreement each party agrees to bear its own attorney fees and costs.

**44. GOVERNING LAW/VENUE.**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**45. SEVERABILITY.**

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

**46. END OF AGREEMENT.**

This is the end of the agreement.





## City Council

# Approval of a Resolution Authorizing a Youth Athletic Facilities Grant Application to the Recreation and Conservation Office for LBA Park Baseball Fields Renovation Phase 2

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.F  
**File Number:**24-0275

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

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### Title

Approval of a Resolution Authorizing a Youth Athletic Facilities Grant Application to the Recreation and Conservation Office for LBA Park Baseball Fields Renovation Phase 2

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve the Resolution authorizing City Staff to apply for a Recreation and Conservation Office (RCO) grant for LBA Park Baseball Fields Renovation Phase 2 and authorizing the City Manager to receive the grant funds should the grant be successful.

### Report

#### Issue:

Whether to approve the Resolution authorizing City Staff to apply for a Recreation and Conservation Office (RCO) grant for LBA Park Baseball Fields Renovation Phase 2 and authorizing the City Manager to receive the grant funds should the grant be successful.

#### Staff Contact:

Tammy LeDoux, Finance & Policy Coordinator, Parks Arts and Recreation, 360.753.8053  
Laura Keehan, Parks Planning & Design Manager, Parks, Arts and Recreation, 360.570.5855

#### Presenter(s):

None - Consent Calendar Item

#### Background and Analysis:

The Parks, Arts and Recreation Department is preparing a Recreation and Conservation Office (RCO) grant application for the current funding cycle. The application is due May 1, 2024, and is required to include formal City Council authorization.

The Youth Athletic Facilities (YAF) program provides grants to buy land and develop or renovate

outdoor athletic facilities such as ball fields, courts, swimming pools, mountain bike tracks, and skate parks that serve youth through the age of 18. If successful, the grant would reimburse the City up to \$1,500,000 towards Phase 2 renovation of the LBA Park baseball fields. Phase 2 improvements will include new backstops and dugouts, improved drainage, new irrigation, and accessibility upgrades at Fields 1, 3 and 4.

In 2022, the City received a \$350,000 YAF grant for the renovation of Field 2.

**Climate Analysis:**

This project provides the renovation of existing park facilities. The proposed development neither supports nor prevents any of the four elements outlined in the City's climate framework and the Thurston County Climate Mitigation Plan.

**Equity Analysis:**

Accessibility meeting current ADA standards to the renovated Fields 1, 3 and 4 and common areas adjacent to the ballfield will be provided as part of the project development.

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

The ballfields at LBA Park receive intense use between March and October each year. User groups include youth baseball and fastpitch leagues, regional adult softball tournaments, County recreation leagues, soccer clubs, ultimate frisbee recreation league, and the Special Olympics. The fields and dugouts are currently inaccessible for those with disability and fail to meet basic ADA standards for public sports facilities.

**Financial Impact:**

The grant reimburses up to \$1,500,000. The grant match will be Metropolitan Park District Funds budgeted within the Parks Capital Asset and Management Program (CAMP).

**Options:**

1. Approve the resolution authorizing a grant application to the Recreation and Conservation Office (RCO) for LBA Park.
2. Do not approve the resolution. Staff would be unable to pursue the grant opportunity.
3. Take other action.

**Attachments:**

Resolution

RCO Resolution

Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO) FOR A YOUTH ATHLETIC FACILITIES GRANT FOR THE LBA PARK BASEBALL FIELDS RENOVATION PHASE 2 PROJECT**

**WHEREAS**, the LBA Park is a community park acquired and developed in 1973 that has six full size athletic fields that are primarily used for youth baseball and softball; and

**WHEREAS**, a goal of the 2022 Parks, Arts and Recreation Plan is to ensure park infrastructure remains functional and safe; and

**WHEREAS**, the Parks, Arts and Recreation Department’s Capital Asset Management Program monitors the condition of park capital assets and prioritizes major repairs and replacements; and

**WHEREAS**, the Capital Facilities Plan commits funds annually to address major maintenance of existing infrastructure and accessibility compliance and improvements; and

**WHEREAS**, the Youth Athletic Facilities program provides funding to buy land and develop or renovate outdoor athletic facilities that serve youth through the age of 18; and

**WHEREAS**, the Youth Athletic Facilities grant would require a grant match of up to \$1,500,000; and

**WHEREAS**, the LBA Park Baseball Fields Renovation Phase 2 project would install new backstops and dugouts, improve ADA accessibility to the field and common areas, replace aging irrigation components, and recondition both the infield and outfield surfaces; and

**WHEREAS**, the Recreation and Conservation Office requires an authorizing resolution as part of the grant application; and

**WHEREAS**, the City Council wishes to authorize the Mayor to execute the “Applicant Resolution/Authorization” (attached to this Resolution as Exhibit A) as the “authorized member” of the City Council; and

**WHEREAS**, the City Council wishes to authorize the City Manager to execute the Grant Agreement and any other any other documents necessary to obligate funds for Project 24- 1682D, LBA Park Baseball Fields Renovation Phase 2;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the Washington State Recreation and Conservation Office for the LBA Park Baseball Fields Renovation Phase 2 Project and the terms and conditions contained therein.

2. The Olympia City Council hereby assents and agrees to the terms of the Applicant Resolution/Authorization; the Applicant Resolution/Authorization is attached to and its terms are incorporated into this Resolution.
3. The Mayor is directed and authorized to execute on behalf of the City of Olympia the Applicant Resolution/Authorization as the authorized member of the City Council.
4. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Grant Agreement and any other documents necessary to obligate funds for Project 24- 1682D, LBA Park Baseball Fields Renovation Phase 2, and to make any amendments or minor modifications or to correct any scrivener's errors as may be required and are consistent with the intent of the Grant Application.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY



## Applicant Resolution/Authorization

Organization Name (sponsor) City of Olympia

Resolution No. or Document Name City of Olympia Resolution #M-

Location of Resolution or Document: N/A

Project(s) Number(s), and Name(s) 24-1682 – LBA Park Baseball Fields Renovation Phase 2

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Paul Simmons, Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Tammy LeDoux, Finance and Policy Coordinator
RCO Grant Agreement (Agreement)	Steven J Burney, City Manager
Agreement amendments	Steven J Burney, City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Steven J Burney, City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of

Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

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

Dontae Payne, Mayor

Approved as to form:

\_\_\_\_\_  
Deputy City Attorney

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020 \_\_\_\_\_  
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



## Applicant Resolution/Authorization

Organization Name (sponsor) City of Olympia

Resolution No. or Document Name City of Olympia Resolution #M-

Location of Resolution or Document: N/A

Project(s) Number(s), and Name(s) 24-1682 – LBA Park Baseball Fields Renovation Phase 2

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Paul Simmons, Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Tammy LeDoux, Finance and Policy Coordinator
RCO Grant Agreement (Agreement)	Steven J Burney, City Manager
Agreement amendments	Steven J Burney, City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Steven J Burney, City Manager



The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of

Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon the Office’s standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

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

Dontae Payne, Mayor

Approved as to form:

Michael M. Young

Deputy City Attorney

Washington State Attorney General's Office

Approved as to form Bruce Tallen 2/13/2020 \_\_\_\_\_  
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

*This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by applicants' and their counsel as they seek grant funding managed by RCO.*

*This grant agreement will contain changes at issuance based on the specifics of each funded project. For instance, changes will occur based on the applicant, funding program, fund source, project type, rule or law changes, and other factors. Applicants that receive funding from RCO are encouraged to thoroughly review their customized grant agreement prior to final signature.*

*RCO reserves the right to make updates to this template.*

## **RCO GRANT AGREEMENT**

**Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Issuance Date:** \_\_\_\_\_

### **A. PARTIES OF THE GRANT AGREEMENT.**

1. This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington {*FundingAgency*} Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and {*PrimarySponsorNameAddress*} {*SecondarySponsorNameAddress*}, and shall be binding on the agents and all persons acting by or through the parties.
2. The Sponsor's Data Universal Numbering System (DUNS) Number is {*DUNNSNumber*}.
3. All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.
4. Prior to and During the Period of Performance, Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.
  - a. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant

Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

- b. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections A and J.
5. For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

**B. PURPOSE OF AGREEMENT.**

This Agreement sets out the terms and conditions by which a grant is made from the {AccountName} of the State of Washington. The grant is administered by the RCO.

**C. DESCRIPTION OF PROJECT.**

{ProjectDescription}

**D. PERIOD OF PERFORMANCE.**

1. The period of performance begins on {StartDate} (project start date) and ends on {EndDate} (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.
2. The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

**E. STANDARD TERMS AND CONDITIONS INCORPORATED.**

The RCO Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

**F. LONG-TERM OBLIGATIONS.**

*(This is a custom section based on project, program, and sponsor type. See [attached spreadsheet of those that may apply.](#))*

**G. PROJECT FUNDING.**

The total grant award provided for this project shall not exceed {RCOAmount}. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

{FundingTable}

#### **H. FEDERAL FUND INFORMATION.**

*(This section only appears if there is federal funding nexus)*

{FederalFundingInfo}

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F—Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

#### **I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS.**

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

The following Exhibits are attached as part of this Agreement:

*(This is a custom section listing things like "Expanded Scope of Work," "Milestones," and "Eligible Scope Items," which become part of this agreement.)*

If an exhibit is referenced in this Agreement as an exhibit or attached to this Agreement, regardless whether it is on this list, it shall still be considered part of this Agreement.

#### **J. AMENDMENTS TO AGREEMENT.**

1. Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by

RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

2. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.
3. Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

**K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES.**

1. This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.
2. For the purpose of this Agreement, {WAC...} shall apply as terms of this Agreement.
3. For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

*{CustomApplicableManuals}*

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

**L. SPECIAL CONDITIONS.**

*{CustomSpecialConditionsAsMayApply}*

**M. AGREEMENT CONTACTS.**

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

{CustomProjectContacts}

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

**N. ENTIRE AGREEMENT.**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**O. EFFECTIVE DATE.**

1. Unless otherwise provided for in this Agreement, this Agreement, for project {ProjectNumber}, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.
2. The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

---

Signatures:

---

Sponsor/Date

---

Recreation and Conservation Office/Date

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Example

## **STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT**

Last Updated: February 12, 2020

### **1. CITATIONS, HEADINGS AND DEFINITIONS.**

- A)** Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B)** Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C)** Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual -- A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

archeological, cultural, and historic resources - Archeological sites and artifacts, and traditional areas or items of religious, ceremonial and/or social (significance to) (uses of) tribes affected by or interested in the project. This also refers to built environments and places with historical significance for the nation, state, or local area.

authorized representative/agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO’s as may apply) have been recorded (as may apply)

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director or Director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

education and enforcement project – A project that provides information, education, and outreach programs or services; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property, and equipment purchases.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – A project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned or otherwise controlled by the Sponsor.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation project – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project area (for projects where WAC 420 is applied) - The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO's as may apply) have been recorded (as may apply)

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

reimbursement – RCO's payment of funds to the Sponsor for eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and enhancement project – A project intended to bring a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting (or exclusively benefit) fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

State. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of Washington state government.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the PROJECT FUNDING Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

## **2. PERFORMANCE BY THE SPONSOR.**

- a. The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.
- b. Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

**3. ASSIGNMENT.**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

**4. RESPONSIBILITY FOR PROJECT.**

- a. While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.
- b. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.
- c. The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

**5. INDEMNIFICATION.**

- a. The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees,



contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- b. Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.
- c. Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.
- d. As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.
- e. Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.
- f. The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- g. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

**6. INDEPENDENT CAPACITY OF THE SPONSOR.**

- a. The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.
- b. The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

**7. CONFLICT OF INTEREST.**

- a. Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.
- b. In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**8. COMPLIANCE WITH APPLICABLE LAW.**

- a. In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:
  - i. Nondiscrimination Laws. The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for

construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- ii. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
  - iii. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
    - Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
  - iv. **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided:
    - (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03;
    - (2) The nonprofit organization's management and administrative headquarters must be located in Washington;
    - (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and
    - (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law.Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- b. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or

propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- c. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- d. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."
- e. Requirements for RTP Subawards.
  - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
  - ii. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

## **9. ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES**

RCO shall administratively review, and Sponsor shall assist RCO in such review, For all funded projects, including land acquisitions for the purpose of capital construction or renovation, not undergoing Section 106 review under the National Historic Preservation Act of 1966, RCO shall review and, if it deems appropriate, confer with the Washington State Department of Archeology and Historic Preservation, tribes, and with any other party/parties that have an interest in, or responsibility for, Project review and protection of archeological, cultural, and historical resources, to determine potential impacts to archeological, cultural and historic resources and plans for protection of such resources. The Sponsor shall cooperate in all such reviews.

1. Plans. Sponsor shall comply with all plans RCO or another state or federal agency may develop for the protection of archeological, cultural, and historical resources in the project area, and adjacent areas that may be impacted by the project. This subsection also applies to those projects where a categorical exclusion (subsection 5) may apply.

2. Authorities. At a minimum, review, management, and protection of archeological, cultural, and historic resources, and tribal consultation, shall be performed in the project area and adjacent areas impacted by the project for compliance with the following authorities (as may apply and as in effect at the time of the review):
  - i. Washington State Department of Archeology and Historic Preservation policies and procedures and rule,
  - ii. Sponsor, RCO, and landowners' plans, policies and procedures, directives, laws and rules,
  - iii. State Environmental Policy Act,
  - iv. National Environmental Policy Act,
  - v. National Historic Preservation Act of 1966,
  - vi. Governor's Executive Order 05-05,
3. Scope of Archeological, Cultural, and Historic Resources Review. RCO recognizes that the project area may include multiple parcels with multiple landowners, and additional parties with property rights in the project area. The Sponsor shall apply this section independently to each separately owned property, provided that reviews undertaken must include impacts to individual parcels and cumulative impacts.
4. Compliance. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological, cultural, and historic resources in the project area, and adjacent areas that may be impacted by the project, and comply with any RCO direction for such avoidance, minimization, and mitigation, and reporting and notification thereof.
5. Categorical Exemption. If the Sponsor has reviewed the activities in this grant for impacts to archeological, cultural, and historical resources, and the same for any planned projects in any land acquired with this grant, and determined the project is categorically exempt from further archaeological, historical and cultural resources review, as well as tribal consultation, Sponsor shall notify the RCO in writing prior to beginning the project describing 1) the specific statutory or regulatory exemptions that apply, and 2) their applicability to the specific project. Alternatively, the RCO may determine the project is covered by a categorical exemption, in whole or in part, and notify the Sponsor of such determination.

However, any categorical exemption must meet the standards of and be consistent and allowable by ALL of the following:

1. the project area landowner(s) legal documents and governing documents (if applicable),
2. Sponsor's own policies and procedures and rules,
3. All applicable laws,
4. RCO applicable policies, manuals and/or other guidance, and
5. Washington Department of Archaeology and Historic Preservation's rules and policies.

Alternatively, the RCO may assign a categorical exemption to the project based on its own review.

Regardless of the applicability of any categorical exemption, the RCO reserves the right at any time to require Sponsor to comply with any and all of the provisions of this section.

6. Project Areas Reviewed by a Permitting Authority. For those project areas where a permitting authority for the project conducts an archeological, cultural, and historical resources review and tribal consultation under section 106 of the Historic Preservation Act, NEPA, SEPA, or Governor's Executive Order 05-05, such review and consultation shall substitute for the land owner's, provided that such substitution is allowed only if (a)the permitting authority and landowner are not the same, and (b)the RCO determines that the review and consultation performed by the permitting authority meets RCO standards. When a permitting authority conducts such reviews and tribal consultation, all other subsections herein shall still apply to the Sponsor(s).
7. Project Areas on Sponsor-Owned Property. Unless a categorical exemption applies as stated above, the Sponsor shall perform and be bound by the following:
  - a. Project Review. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, the Sponsor shall review the project for its potential and actual impacts, including any planned projects on lands acquired as part of the project, to any and all archaeological, cultural and historical resources in and adjacent to the project area, in areas where project mitigation shall occur, or other areas that may be affected by project implementation. In this review, Sponsor shall follow its policies and procedures, plans, guidance, rules, and directives, as well as act in compliance with Governor's Executive Order 05-05, the National Historic Preservation Act, the State Environmental Policy Act, the National Environmental Policy Act, and any local laws as may apply. If another governmental agency is responsible in whole or in part for this review the Sponsor shall assist with such review.
  - b. Tribal Consultation. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, Sponsor shall conduct tribal consultation with any interested or affected tribes as defined above. .
  - c. Reporting to RCO and Approval of Project Activities. Sponsor shall provide RCO evidence (which RCO shall prescribe) that it has conducted project review and tribal consultation as described and receive written approval of such review and consultation from RCO prior to Sponsor implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas

where project mitigation shall occur, or any other areas that may be affected by project implementation.

- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO may require on-site monitoring for impacts to archeology, cultural, and historic resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology, cultural, and historical resource impacts or concerns.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.
- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources until such time as the reviewing authority with jurisdiction over the found object(s) and areas notifies Sponsor and RCO that work can resume.
- i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with

the affected parties as to the future preservation, excavation, and disposition of the remains and the resumption of work.

8. Project Areas on State or Federal Property Not Owned By Sponsor.

Categorical Exemption. For project area(s) owned by a state or federal agency, and not under review via a permitting nexus (see above), the state or federal agency landowner performing archeological, cultural, and historic resources review and tribal consultation shall make the determination that the project, in whole or in part, is covered by a categorical exemption, and may notify and report such to the Sponsor, or to RCO on behalf of Sponsor.

Project Review and Tribal Consolation. If the project is not categorical exception to archeological, cultural, and historical resources review and tribal consultation, and the project area is located on property owned by the State of Washington or a federal agency, Sponsor shall:

- a. Follow its own policies and procedures, rules, and any applicable laws, for the review, protection, and management of archaeological, cultural, and historic resources, and tribal consultation and other consultations as may apply.
- b. Assist the land owner and other applicable agencies, and the RCO, with its/their review of archaeological, cultural and historic resources, and tribal consultation for the project area.
  - i. RCO may consult directly with the landowner to complete land owner project review and tribal consultation.
- c. Provide RCO evidence that the landowner has 1) conducted archeological, cultural and historic resources review and tribal consultation according to its policies and procedures and applicable laws, and 2) provided Sponsor with permission to begin project implementation in the project area owned by the state or federal agency.
- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO or the federal or state landowner may require on-site monitoring for impacts to archeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors



working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.

- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
  - i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.
9. Costs. Costs associated with Sponsor's responsibilities under this section of the Agreement are eligible for reimbursement under this Agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

## **10. RECORDS.**

- a. Digital Records. If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- b. Maintenance and Retention. The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records

shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200.333, for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- d. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- e. Public Records. Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## **11. PROJECT FUNDING.**

- a. Authority. This Agreement and funding is made available to Sponsor through the RCO.
- b. Additional Amounts. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .
- c. Before the Agreement. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- d. Requirements for Federal Subawards. Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- e. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

## **12. PROJECT REIMBURSEMENTS.**

- a. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- b. Reimbursement Request Frequency. The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- c. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- d. Conditions for Payment of Retainage. RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
  - i. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - ii. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
  - iii. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

- iv. A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.
- e. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
  - i. Are verifiable from the non-Federal entity's (Sponsor's) records;
  - ii. Are not included as contributions for any other Federal award;
  - iii. Are necessary and reasonable for accomplishment of project or program objectives;
  - iv. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
  - v. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  - vi. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
  - vii. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.
- f. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
  - i. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
  - ii. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  - iii. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
  - iv. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

### **13. ADVANCE PAYMENTS.**

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

### **14. RECOVERY OF PAYMENTS.**

- a. Recovery for Noncompliance. In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- b. Return of Overpayments. The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- c. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

### **15. COVENANT AGAINST CONTINGENT FEES.**

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### **16. INCOME (AND FEES) AND USE OF INCOME.**

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

Income.

- a. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
- b. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

- c. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- d. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - i. The Sponsor's matching resources;
  - ii. The project's total cost;
  - iii. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - iv. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - v. Capital expenses for similar acquisition and/or development and renovation; and/or
  - vi. Other purposes explicitly approved by RCO.
- e. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
  - i. Grant program laws, rules, and applicable manuals;
  - ii. Value of any service(s) furnished;
  - iii. Value of any opportunities furnished; and
  - iv. Prevailing range of public fees in the state for the activity involved.
- f. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

## **17. PROCUREMENT REQUIREMENTS.**

- a. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
  - i. Publish a notice to the public requesting bids/proposals for the project;
  - ii. Specify in the notice the date for submittal of bids/proposals;
  - iii. Specify in the notice the general procedure and criteria for selection; and
  - iv. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  - v. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. Alternatively, Sponsor may choose a bid from a bidding

cooperative if authorized to do so. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

b. Requirements for Federal Subawards.

- i. For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
- ii. For RTP subawards, Sponsors shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)).

**18. TREATMENT OF EQUIPMENT AND ASSETS.**

- a. Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.
- b. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- c. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.
- d. Requirements for Federal Subawards. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
  - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  - iv. Adequate maintenance procedures must be developed to keep the property in good condition.

- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- e. Requirements for RTP Subawards.
  - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

#### **19. RIGHT OF INSPECTION.**

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

#### **20. STEWARDSHIP AND MONITORING.**

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

#### **21. PREFERENCES FOR RESIDENTS.**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents, but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

#### **22. ACKNOWLEDGMENT AND SIGNS.**

- a. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- b. Signs.
  - i. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and



- ii. During the period of long-term obligations, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- c. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.
- d. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
  - i. The fund source;
  - ii. The percentage of the total costs of the project that is financed with federal money;
  - iii. The dollar amount of federal funds for the project; and
  - iv. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

**23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS.**

- a. The following provisions shall be in force:
  - i. Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
  - ii. Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
- b. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

- c. Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- d. Use of Best Management Practices. Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include “Integrated Streambank Protection Guidelines”, 2002; “Land Use Planning for Salmon, Steelhead and Trout: A land use planner’s guide to salmonid habitat protection and recovery”, 2009”, “Protecting Nearshore Habitat and Functions in Puget Sound”, 2010; “Stream Habitat Restoration Guidelines”, 2012; “Water Crossing Design Guidelines”, 2013; and “Marine Shoreline Design Guidelines”, 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in “Reducing Accidental Introductions of Invasive Species” which is available on the WISC Web site.
- e. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

#### **24. PROVISIONS APPLYING TO ACQUISITION PROJECTS.**

- a. The following provisions shall be in force:
  - i. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
  - ii. Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
  - iii. Legal Description of Real Property Rights Acquired. The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
  - iv. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the

- state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- v. Deed of Right. The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
  - vi. Assignment of Rights. The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
  - vii. Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
  - viii. Real Property Acquisition and Relocation Assistance. In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- b. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.
- c. Hazardous Substances.
- i. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
  - ii. No hazardous substances were found on the site, or
  - iii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
  - iv. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
  - v. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss

of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

- d. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports the federal funding agency, through RCO, at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).
- e. Developing and Restoring Purchased Property. If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

## **25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS.**

- a. Long-Term Obligations. This section applies to completed projects only.
- b. Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- c. Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

- i. For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
- ii. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

## **26. CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS.**

- a. The following provisions shall be in force for this agreement:
  - i. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
    - a. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
    - b. In a reasonably safe condition for the project's intended use;
    - c. Throughout its estimated useful service life so as to prevent undue deterioration;
    - d. In compliance with all federal and state nondiscrimination laws, regulations and policies.
  - ii. Open to the public. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
    - a. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
    - b. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
    - c. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

## **27. RECORDED NOTICE OF GRANT.**

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

## **28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS.**

- a. A corporate Sponsor, including any nonprofit Sponsor, shall:
  - i. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
  - ii. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
  - iii. Maintain sites or facilities open to the public and may not limit access to members.

## **29. PROVISIONS FOR FEDERAL SUBAWARDS.**

The following provisions shall be in force for this agreement:

- a. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- b. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319,

12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- d. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- e. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- f. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION.

- g. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- h. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION and the Regional Office of the Environmental Protection Agency (EPA).
- j. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying



with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

- k. Procurement of Recovered Materials. A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Required Insurance. The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- m. Debarment and Suspension (Executive Orders 12549 and 12689). The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- n. Conflict of Interest. Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

### **30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS.**

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

### **31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS.**

The following provisions shall be in force for this agreement:

- a. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- b. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- c. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement.
- d. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- e. **Government Agencies.** The requirement of Subsection a through d above shall not apply if the Sponsor is a federal, state, or municipal government which has established an adequate program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy to the RCO.
- f. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does undertake to review, approve, or monitor the safety of the design, construction, or operation of the project and does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer as a result of the project which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

### **32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS.**

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the "Land and Water Conservation Fund General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

### **33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS.**

The following sections of this Agreement shall not apply if they are included and covered separately in a recorded RCO-approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- a. Income and Income Use; Stewardship and Monitoring; Acknowledgement and Signs; Provisions Applying To Acquisition Projects: Conveyance of Rights to the State of Washington, Building and Structures, and Hazardous Substances; Long-Term Obligations of the Projects and Sponsors: Perpetuity; and Construction, Operation, Use and Maintenance of Assisted Projects.

### **34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS.**

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

### **35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS.**

The following provisions shall be in force for this Agreement if the project is funded in part or wholly from the Puget Sound Acquisition and Restoration program. The Sponsor agrees to the following terms and conditions:

- a. Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- b. Credit and Acknowledgement. In addition to the ACKNOWLEDGEMENT AND SIGNS section, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- c. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.

- d. Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- e. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- f. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement: “You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.” The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term. The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.
- g. Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities. The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor

affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- h. Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- i. Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- j. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.  
  
These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows: Purchased Goods 8% MBE 4% WBE; Purchased Services 10% MBE 4% WBE; Professional Services 10% MBE 4% WBE. Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:
  - i. Include qualified minority and women's businesses on solicitation lists.
  - ii. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
  - iii. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
  - iv. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
  - v. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- k. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
  - l. There are any funds budgeted in the contractual/services, equipment or construction lines of the award; and/or \$3,000 or more is included for supplies; or there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items

(a) and (b). When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

- m. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.
- n. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- o. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- p. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- q. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
- r. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

- s. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.
- t. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
  - I. Certification Regarding Lobbying, EPA Form 6600-06:  
[http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)
  - II. Disclosure of Lobbying Activities, SF LLL:  
[http://www.epa.gov/ogd/AppKit/form/sflllin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf)
- u. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.
- v. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices). Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information. As of January 1, 2020, the limit is \$654.71 per day \$81.83 per hour.
- w. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- x. International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE

travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

- y. Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

- z. Light Refreshments And/Or Meals.

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

- aa. State grant cybersecurity.

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.  
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the AGecy using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

### **36. ORDER OF PRECEDENCE.**

- a. This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:
  - i. Federal law and binding executive orders;



- ii. Code of federal regulations;
- iii. Terms and conditions of a grant award to the state from the federal government;
- iv. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- v. State Constitution, RCW, and WAC;
- vi. Agreement Terms and Conditions and Applicable Manuals
- vii. Applicable deed restrictions, and/or governing documents.

**37. LIMITATION OF AUTHORITY.**

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

**38. WAIVER OF DEFAULT.**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

**39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH.**

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

**40. SPECIFIC PERFORMANCE.**

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

**41. TERMINATION AND SUSPENSION.**

- a. The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.
- b. For Cause.

- i. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
    - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
    - b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
    - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
    - d. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
  - ii. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- c. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- i. The Sponsor was not in default; or
  - ii. Failure to perform was outside Sponsor's control, fault or negligence.
- d. Rights of Remedies of the RCO.
- i. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
  - ii. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
  - iii. Non-Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation

- is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- iv. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
  - v. **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

#### **42. DISPUTE HEARING.**

- a. Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:
  - i. The disputed issues;
  - ii. The relative positions of the parties;
  - iii. The Sponsor's name, address, project title, and the assigned project number.
- b. In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.
- c. Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.
- d. The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

- e. Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- f. All costs associated with the implementation of this process shall be shared equally by the parties.

**43. ATTORNEYS' FEES.**

In the event of litigation or other action brought to enforce the terms of this Agreement each party agrees to bear its own attorney fees and costs.

**44. GOVERNING LAW/VENUE.**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**45. SEVERABILITY.**

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

**46. END OF AGREEMENT.**

This is the end of the agreement.



## City Council

# Approval of an Ordinance Amending Olympia Municipal Code Related to Relocation Assistance and Additional Renter Protections

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.G  
**File Number:**24-0279

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

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### Title

Approval of an Ordinance Amending Olympia Municipal Code Related to Relocation Assistance and Additional Renter Protections

### Recommended Action

#### Committee Recommendation:

The Land Use & Environment Committee recommends approval of the Ordinance amending OMC 5.82 related to relocation assistance and additional renter protections.

#### City Manager Recommendation:

Move to approve the Ordinance amending OMC 5.82 related to relocation assistance and additional renter protections.

### Report

#### Issue:

Whether to approve the Ordinance amending OMC 5.82 related to relocation assistance and additional renter protections.

#### Staff Contact:

Christa Lenssen, Senior Housing Program Specialist, Office of Community Vitality, 360.570.3762

#### Presenter(s):

Christa Lenssen, Senior Housing Program Specialist, Office of Community Vitality

### Background and Analysis:

#### There are changes to the Ordinance between first and second reading.

*At the first reading, the City Council directed staff to make the following amendments to the ordinance for the second reading:*

- *Broaden the definition of 'immediate family member' to include aunt, uncle, and family by adoption;*
- *Increase the timeline for breaking a lease upon notice of a rent increase of 5% or more from 20 days to 30 days;*

- *Add a requirement for landlords to provide tenants, at the time of lease signing, a letter written by the City that identifies the rights of renters and who to contact, if they feel those rights have been violated;*
- *Adjust the threshold for economic displacement relocation assistance. Previously proposed code language required landlords to pay two months' worth of relocation assistance if the rent is increased by more than 5% but less than 10%, and to pay three months' worth of relocation assistance if the rent is increased by 10% or more. Council directed staff to adjust the threshold and amount of relocation assistance. Updated code language requires landlords to pay tenant relocation assistance if the rent is increased by 7% or more over a 12-month period and change the amount of relocation assistance to 2.5 months' worth of rent.*

*Council also directed staff to further explore a pilot project for lease to own arrangements to be exempted from these policies.*

### Background

Over 53% of Olympia households rent rather than own their homes. Renters earn less and experience greater housing cost burden than homeowners in Olympia. The median annual household income of Olympia homeowners is \$106,650 compared to \$49,357 for Olympia renting households. The median monthly housing cost for Olympia homeowner households is \$1,680, compared to \$1,437 for Olympia renting households. Over 54% of Olympia renters are cost-burdened (spending over 30% of their income on housing costs), compared to 20% of Olympia homeowners. About 19% of Olympia renters spend less than \$1,000/month on rent, while 31% of Olympia homeowners spend less than \$1,000/month on housing costs.

### Public Engagement

The City started the process to engage landlords and renters in March 2020 by holding a community meeting, but efforts were then put on hold by the COVID-19 pandemic. City staff began efforts again in mid-2021 to engage the community and explore policy options to help renters access housing and stay stably housed. The City held a series of focus groups (with renters, tenant advocates, small landlords, and larger landlords/property managers), one-on-one stakeholder interviews, meetings with peer cities in Washington, and online surveys. Over 500 individuals (landlords, renters, and interested 3rd parties) participated in online surveys to provide feedback to the City regarding several potential tenant protection policies, which included a rental registry, relocation assistance, caps to fees, and longer notice periods for rent increases, among other policies. In late 2022 and early 2023, the City also led a countywide effort to complete an Assessment of Fair Housing. Over 600 individuals participated in an online survey and provided input about their experiences with housing in Thurston County.

Staff has had ongoing contact with interested parties throughout this process. Staff has also provided training and outreach through mailers to property owners, community meetings such as property management groups, and hosted webinars about the tenant protections passed by the City. Staff participates in a monthly Rental Housing Workgroup, which helps staff stay engaged with community nonprofit partners who help community members access housing and learn about challenges in accessing housing. Staff has informed community members about upcoming opportunities to provide input when the Council has discussed these issues, including the recent public hearing held on March 19. Many community members have provided public comment at Committee meetings, Council study sessions, public hearings, and Council meetings.

### Development of Proposed Amendments

At a City Council Study Session in August 2023, staff presented a proposal for a rental housing registry and inspection program, as well as information regarding tenant relocation assistance, late fees and other types of fees. At the Land Use & Environment Committee meeting in January 2024, staff were directed to forward proposed code amendments to Council regarding relocation assistance, junk fees, tenant right to install cooling devices in their units, and providing tenants the option to break lease after receiving notice of a rent increase over 5%. The Committee also reviewed recent tenant protections passed by citizen initiatives in Bellingham and Tacoma. Staff was also directed to draft Economic Displacement Relocation Assistance provisions which would require landlords to pay relocation assistance to tenants who are forced to move because their rent increased by more than 5%.

### Relocation Assistance

At its August 2023 Study Session, the City Council directed staff to draft code language to establish relocation assistance measures for tenants who are displaced when their housing unit is condemned, demolished or requires substantial repairs. At the January 2024 Land Use and Environment Committee meeting, staff presented draft code language to create two new relocation assistance measures to address tenant displacement. State law (RCW 59.18.085) requires a landlord to pay relocation assistance if the property is condemned or deemed unlawful to occupy by a government enforcement entity (not required if a natural disaster occurs, because of eminent domain, or caused by a tenant or other third party). Staff drafted code language similar to Tukwila and Lakewood, which requires landlords to comply with state law and to pay relocation assistance if the property is condemned. If the landlord does not provide the tenant relocation assistance within 7 days of the notice of condemnation, the City will pay the tenant directly and seek reimbursement from the landlord. The amount of relocation assistance is three times the monthly rent or \$2,000 (whichever is more).

State law (RCW 59.18.440) allows cities to require payment of relocation assistance to a low-income tenant (at or below 50% of Area Median Income) if the unit is demolished, substantially rehabilitated, or the use changes. A maximum of \$2,000 of relocation assistance may be provided and annual future adjustments can be made based on the consumer price index. Cities may only require landlords to pay up to half of the total amount of relocation assistance. Staff drafted code language that the City will pay half and the landlord will pay half of this relocation assistance. A public hearing is required for a City to implement this type of relocation assistance.

### Junk fees

Staff has heard from community partners and constituents that tenants are being charged excessive fees (examples include: lease renewal fees, notice fees, lease violation fees, and annual administrative fees) or fees for unwanted services, such as a garbage valet. Although a landlord cannot evict a tenant for these types of fees (tenant payments must first be applied to rent), these fees will remain on the tenant's ledger and may eventually end up in collections or added to a judgment following an eviction. Many other Washington cities have limited the amount of late fees that may be charged by a landlord. Staff has followed a sample policy adopted by the State of Oregon that restricts the types of fees that landlords may charge and has included draft code amendments.

### Tenant right to install cooling devices

During public engagement around renter protections in 2022, staff heard from tenants that their landlord prohibited them from installing an air conditioning unit. Staff has followed a sample policy adopted by the State of Oregon and has included draft code amendments. According to Olympia's Climate Conditions report, extreme hot weather (above 90°F) days are projected to occur more often than the current baseline of 14.1 days per year. As early as the 2030-2059 time period, Olympia could have around 24.2 additional 90°F days each year.

#### Tenant option to break lease after receiving notice of rent increase

In August 2022, Olympia City Council passed an ordinance that requires longer notice periods for rent increases over 5% and 10% to allow tenants more time to plan for the increase or seek alternative housing arrangements. Staff drafted code amendments that would allow tenants to break their lease early without penalty if they find alternative housing before the rent increase takes effect by providing their landlord with 20 days' written notice.

#### Tenant screening policies

Tenant screening policies can include consideration of an applicant's criminal history, credit history, eviction history, employment history, and income, among other factors. Tenant screening practices present significant barriers for renters to access housing opportunities, particularly for people who are low-income, formerly incarcerated individuals, members of protected classes (such as people of color, people who were born outside the U.S., and people with disabilities). At the January 2024 Land Use and Environment Committee, staff were directed to bring sample policy language regarding tenant screening for public comment at the public hearing. Staff has provided sample policies regarding income to rent ratios, criminal history screening, credit history screening, eviction history screening, and requirements to provide alternative documentation to establish eligibility besides a Social Security Number. No code amendments are currently proposed but may be brought to Council at a later date.

#### Amendment to the Rental Registration, Licensing and Inspection Requirements

Staff has been in communication with multiple property owners through the implementation of the new rental registry. Staff has heard from property owners who rent to family members at lower rates in order to help that family member access housing, and who intend to sell if their family member ever moves out of the property. Staff has drafted an exemption to the rental registration, licensing and inspection requirements for property owners who rent to a family member. Staff has also drafted an affidavit that these property owners can fill out to request this exemption.

A public hearing was held on March 19, 2024. Landlords, property managers, tenants, tenant advocates and other interested third parties provided comments. Several landlords expressed concerns that these regulations will push small landlords to sell their rental properties and indicated that most smaller landlords operate on thinner margins where rent increases are to cover increasing operating costs. Tenants and tenant advocates noted that rising housing costs are beyond what most people can afford and increasing more rapidly than wages, leading many tenants to move out of the area, live out of their cars, face health impacts, and other concerns. Over 30 written comments were also submitted to staff.

Establishing tenant protections to address housing stability is addressed under Strategy 2.a. of the City's Housing Action Plan ("Identify and implement appropriate tenant protections that improve household stability"), Strategy 2.c. ("Provide displaced tenants with relocation assistance"), and



Strategy 2.f. (“Explore barriers and policies that can increase access to housing for formally incarcerated individuals”). These measures also align with countywide workplans, including the Thurston County Homeless Crisis Response Plan and Thurston County Assessment of Fair Housing. The Homeless Crisis Response Plan identifies the following actions to help residents stay housed: ensure that when tenants are asked to relocate that they are supported in that transition in order to prevent households falling into homelessness; enact and implement tenant protection laws and fund enforcement; and keep currently housed individuals and families in their housing by addressing housing quality issues as they rise. The Assessment of Fair Housing prioritizes the following goals to address disparities identified in Thurston County: improve environmental health in housing units; reduce barriers to accessing housing; and explore options for tenant relocation assistance.

### **Climate Analysis:**

The proposed rental housing policies are not expected to have an impact on greenhouse gas emissions. Increased use of cooling devices will likely increase energy use in the short-term. The rental housing registry program will work to increase installation of efficient heating/cooling devices and building envelope improvements.

### **Equity Analysis:**

BIPOC households are more likely to be renters than white households in Thurston County. Approximately 42% of BIPOC households rent, compared to 31% of white households. People of color and people with disabilities earn less on average than white, non-disabled people. In Thurston County, about 36% of white households earn over \$100,000 per year compared to 18% of Native American households. White households are the most likely to earn over \$100,000 annually and least likely to earn under \$35,000 annually than any other racial or ethnic group countywide. In 2020 in Olympia, a person with a disability earned on average \$26,075, compared to \$37,168 earned by a person without a disability. These low-income households are more likely to rent and more likely to qualify for relocation assistance.

This proposal is aimed to address disparities that may result from the new rental housing inspection program. Low-income renters are more likely to rent lower cost units that could require significant repairs. Relocation assistance will assist low-income renters in transitioning to new housing when their housing unit or property is condemned, needs major repairs, is redeveloped or converted to a non-residential use. Low-income renters will still be burdened by displacement and may face difficulty in locating a new rental unit that meets their needs and budget. Staff can provide referrals and connections to housing options or supportive services. Staff will continue to seek funding opportunities to help property owners make repairs at lower costs in exchange for renting to low-income households or limiting rent increases for a predetermined time period. Staff will seek funding support and opportunities to provide additional incentives for rental property owners to keep rents lower and rent to low-income households. The program proposal does allow a landlord and tenant to negotiate the tenant moving into a similar unit, if one is available or provide temporary hoteling during renovation.

Renters would benefit from policies to limit additional fees that increase housing costs and prevent unexpected expenses. Renters who struggle to make rent payments are often charged late fees not just once, but daily, until their balance is paid off. Limiting fees may cause landlords to increase rent to offset costs, which would burden renters. Renters would benefit from being able to install cooling

devices in their housing units, as these devices help maintain resident health and safety during hot weather. Renters would benefit from being able to break their lease without penalty after receiving a rent increase notice of 5% or more. This would allow renters to transition to an alternative housing unit without fear of additional costs or fees.

There is limited data on landlord demographics. City of Olympia surveys include demographic data, but not all respondents provide demographic information and there is a limited sample size. Approximately 71% of landlords who completed the landlord survey (part of the Olympia rental housing code update in 2022) identified as white, which is similar to the general population of Olympia overall. Landlords are burdened by additional requirements and costs to provide tenant relocation assistance. Landlords may be negatively impacted if their rental properties are condemned and need to be demolished or taken off the rental market for major renovation to take place. Landlords benefit from cost-sharing of relocation assistance with the City when low-income tenants are displaced due to demolition, substantial rehabilitation or change of use.

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

Potential changes to Olympia Municipal Code's Rental Housing Code (OMC 5.82) are a topic of significant interest to renters and rental housing owners/operators within the city and around Thurston County. Staff has heard from renters and advocates in the community regarding junk fees and need for air conditioning units.

There is considerable local and state interest in establishing measures to address tenant displacement, including new requirements for cities to perform displacement analysis in their Comprehensive Plan Updates. About 54% of landlords and 88% of renters who participated in a 2022 Engage Olympia survey expressed support for the concept of a tenant relocation assistance program, though landlords expressed concern regarding how the program would be funded.

**Financial Impact:**

Additional costs are not anticipated if the City adopts renter protections that address junk fees, provide tenants the right to install cooling devices, or ability to break their lease early without penalty. Additional staff time will be required to enforce these provisions. The City will advance relocation assistance costs and seek reimbursement from landlords when a property is condemned (if the landlord fails to pay the tenant within 7 days of the condemnation notice). Other cities with similar policies have not reported any losses where the City was not repaid by the property owner.

The City will incur costs related to relocation assistance paid to low-income tenants who are displaced due to demolition, substantial rehabilitation, or change of use (conversion to non-residential use or to a short-term rental). The City will pay 50% of total relocation assistance costs in these circumstances. Staff recommends budgeting \$25,000 annually for relocation assistance costs, based on information provided by similar programs in Tacoma and Seattle (adjusted for population size). As part of the Buildings Upgrade Prize awarded to the City, \$100,000 was set aside as flexible funding that could be used for seed money, matching funds, subsidized energy audits, and tenant relocation assistance to accommodate major upgrades for energy efficiency. Because of the City's successful Buildings Up phase 1 award, city staff will have the opportunity to compete for an additional \$400,000 in the next funding round. Staff can request additional funding depending on the needs and what we learn in the initial phase. Additional funding may be supplemented by rental housing registry fees.

**Options:**

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

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1. Approve the ordinance to amend OMC 5.82.
2. Modify the ordinance to amend OMC 5.82.
3. Do not approve the ordinance to amend OMC 5.82 and direct staff to take other action.

**Attachments:**

Ordinance - First Reading

**Ordinance No. \_\_\_\_\_**

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

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

**WHEREAS**, the majority of Olympia residents are renters; and

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

**WHEREAS**, Black, Indigenous and People of Color (BIPOC) are more likely to rent than white residents in Thurston County. 42 percent of BIPOC residents are renters, compared to 31 percent of white residents; and

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

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

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

**WHEREAS**, average rents in Olympia have increased significantly while vacancies in rental housing are low, making it increasingly difficult for tenants, especially people with limited finances, to obtain rental housing; and

**WHEREAS**, the City Council finds that adoption of the proposed tenant protections aligns with its Housing Action Plan, Strategy 2 (“Make it easier for households to access housing and stay housed.”) Tenant protections are specifically outlined in Strategy 2a (“Identify and implement appropriate tenant protections that improve household stability”) and Strategy 2c (“Provide displaced tenants with relocation assistance”); and

**WHEREAS**, forced relocation is not merely expensive but puts renters under economic stress that increases their risk of becoming homeless; and

**WHEREAS**, rent increases may cause a tenant to move due to inability to pay the increased rent; and

**WHEREAS**, Olympia City Council passed an ordinance on August 16, 2022 that requires advanced notice of rent increases over five percent and 10 percent; and

**WHEREAS**, the advanced notice of rent increases was intended to provide tenants additional time to locate alternative housing. Olympia City Council desires to make it easier to release tenants from their lease and rental obligations if they do find alternative housing arrangements; and

**WHEREAS**, Olympia City Council passed an ordinance on November 21, 2023 that requires rental properties to undergo periodic health and safety inspections that may lead to properties being condemned, demolished, or substantially rehabilitated; and

**WHEREAS**, Washington state law requires a landlord to pay a tenant relocation assistance if the rental unit or property is condemned and the City wishes to ensure tenants are paid the relocation assistance owed in a timely manner; and

**WHEREAS**, pursuant to the public hearing held on March 19, 2024, the City Council finds that costs incurred by tenants to relocate include actual physical moving costs, application fees, utility fees, security deposits, and anticipated additional rent costs, which, on average, equal or exceed \$2,000 per tenant household; and

**WHEREAS**, the State of Washington has adopted legislation authorizing local jurisdictions to require the payment of relocation assistance to low-income tenants who are displaced from dwelling units by housing demolition, change of use, or substantial rehabilitation; and

**WHEREAS**, the development and real estate market in Olympia has not been able to replace low-income units lost due to demolition, change of use, and substantial rehabilitation, making it more difficult and more costly for low-income persons who are displaced by demolition, change of use, or substantial rehabilitation to locate affordable substitute rental housing; and

**WHEREAS**, these conditions in the rental market have created a barrier to relocation, because tenants, especially people with limited finances, may be unable to save money to pay move-in fees and application fees; and

**WHEREAS**, tenants are routinely subject to additional fees and charges over and above the cost of application fees, move-in fees, rent, and utility costs. These fees include mandatory charges for non-essential services (e.g., garbage valet fees), late fees, fees to post legal notices, administrative fees, and other charges that are unrelated to rental of a dwelling unit; and

**WHEREAS**, on February 2, 2021, Olympia City Council declared a Climate Emergency; and

**WHEREAS**, the direct and indirect impacts of climate change will disproportionately affect the region's communities least able to prepare for, cope with, and recover from them, such as communities of color, low-wage workers, immigrants, and other low-income communities; and

**WHEREAS**, City staff and elected officials have learned that some landlords prohibit tenants from installing cooling devices in their rental units; and

**WHEREAS**, heat-related illness and health impacts due to climate change is a public health issue; and

**WHEREAS**, the City Council desires to amend Chapter 5.82 OMC to adopt the proposed tenant protections, and finds that this ordinance will protect and promote the health, safety, and welfare of the residents of Olympia;

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

**Section 1. Amendment of OMC 5.82.** Olympia Municipal Code Chapter 5.82, Rental Housing Code, is hereby amended to read as follows:

## **Chapter 5.82**

### **RENTAL HOUSING CODE**

5.82.000	Chapter Contents Sections:
5.82.010	Purpose and Intent.
5.82.020	Definitions.
5.82.0340	Rent Increase Notification; <u>Tenant’s Right to Terminate Tenancy.</u>
<u>5.82.040</u>	<u>Economic Displacement Relocation Assistance.</u>
5.82.050	Pet Damage Deposits.
5.82.060	Limits to <del>Move-in</del> Fees.
5.82.070	Registration of Rental Units.
5.82.080	Business License Required for Rental Housing Units.
5.82.090	Periodic Inspections Required for Rental Properties.
5.82.100	Prohibition on Passing Charges to a Tenant to Comply with a Program.
5.82.110	Rent Increases Prohibited if Unit has Defective Conditions.
<u>5.82.120</u>	<u>Relocation Assistance for tenants of condemned rental units or units determined to be unlawful to occupy.</u>
<u>5.82.130</u>	<u>Relocation Assistance for Low-Income Tenants Displaced by demolition, substantial rehabilitation, or change of use of rental units.</u>
<u>5.82.140</u>	<u>Right to Install Cooling Devices.</u>
5.82.1520	Retaliation Prohibited.
5.82.1630	Violations.

#### **5.82.010 Purpose and Intent**

The purpose of this Chapter is to establish regulations supporting housing security to reduce homelessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Olympia. It is the intent of the Olympia City Council to continue its long-term commitment to maintain healthy, vibrant, and diverse neighborhoods within the City of Olympia. The regulations contained in this Chapter balance the needs of the landlord, tenant, and the City of Olympia to ensure safe, healthy, and thriving rental housing within the City’s municipal boundaries. The City recognizes

that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Olympia's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken. This Chapter ensures housing security for current and future residents within the City of Olympia.

### **5.82.020 Definitions**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this Chapter:

A. "Affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household's monthly income.

B. "Affordable housing provider" means a rental housing property owner that is funded or otherwise contractually obligated to provide housing that is affordable to low-income households. This includes nonprofit organizations, public agencies, or private owners receiving a tax credit to provide affordable housing to low-income households.

C. "Building" means a structure having a roof supported by columns or walls used for supporting or sheltering of any kind.

D. "Building code" means all code provisions adopted in and throughout Chapter 16.04 OMC.

E. "Business license" means a business license as required by this Chapter and by Chapter 5.02 OMC.

F. "Certificate of compliance" means a statement signed and dated by the City that certifies that each rental unit complies with the requirements and standard of this Chapter.

G. "Certificate of inspection" means the form created by the City and completed and issued by a qualified rental housing inspector following an inspection that certifies that each rental unit that was inspected passed inspection.

G.H. "Change of use" means the conversion of any rental unit: from a residential use to a nonresidential use; to a condominium; or from a long-term rental to a short-term rental, as defined in OMC 18.02.170, which results in the displacement of an existing tenant. An owner displacing a tenant so that the owner can occupy the rental unit as the owner's primary residence does not constitute a change of use.

H.I. "Days" means calendar days unless otherwise provided.

J. "Declaration of compliance" means a statement submitted to the City by a rental property owner or landlord that certifies that, to the best of such person's knowledge, each rental unit complies with the requirements and standards of this Chapter and Chapter 59.18 RCW, and that there are no conditions presented in any rental unit that endanger or impair the health or safety of a tenant.

K. "Demolition" means the destruction of any rental unit or the relocation of an existing rental unit or units to another site.

L. "Displacement" or "displaced" means the demolition, substantial rehabilitation, or change of use requiring an existing tenant or tenants to vacate the rental unit, but does not include the relocation of a tenant from one rental unit to another rental unit with the tenant's consent or the temporary relocation of a tenant for less than 72 hours.

I.M. "Immediate family member" means a spouse, domestic partner, or partner in a committed intimate relationship; or a parent, grandparent, child, grandchild, sibling, aunt, uncle, niece, or nephew, whether related by blood, adoption, marriage, domestic partnership, or committed intimate relationship.

J.N. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or

occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

~~K.O.~~ "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below 80 percent of the median family income adjusted for family size, for Thurston County, as reported by the United States Department of Housing and Urban Development.

~~L.P.~~ "Mobile home" or "manufactured home" means a mobile home or a manufactured home as defined in Chapter 59.20 RCW.

~~M.Q.~~ "Owner" or "rental property owner" means the owner of record as shown on the last Thurston County tax assessment roll, or such owner's authorized agent.

~~N.R.~~ "Qualified rental housing inspector" mean a private inspector who possesses at least one of the following credentials and who has been approved by the City as a qualified rental housing inspector based on a process developed by the City consistent with the intent of this Chapter:

1. American Association of Code Enforcement Property Maintenance and Housing Inspector certification;
2. International Code Council Property Maintenance and Housing Inspector certification;
3. International Code Council Residential Building Code Inspector;
4. Washington State licensed home inspector; or
5. Other acceptable credential as determined by the City.

~~O.S.~~ "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

~~P.T.~~ "Rental agreement" means any agreement that establishes or modifies the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a rental unit.

~~Q.U.~~ "Rental property" means a single parcel with one or more rental units made available for rent or rented by the same landlord.

~~R.V.~~ "Rental property complex" means contiguous parcels with rental units rented by the same landlord as a single rental complex.

~~S.W.~~ "Rental unit" means a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including single- family residences and units of multiplexes, apartment buildings, and mobile homes and which is made available for rent or rented.

~~T.X.~~ "Residential rental housing registration" means registration of one or more rental units as required by this Chapter.

~~U.Y.~~ "Shelter" means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit agency or governmental entity, the primary purpose of which is to provide temporary shelter for persons experience homelessness in general or for specific populations of such persons and includes a homeless shelter, an emergency shelter, and an emergency housing facility as defined in OMC 18.02.180.



Z. "Single-family dwelling" means a single unit providing complete, independent living facilities for a household, including permanent provisions for living, sleeping, cooking, and sanitation.

V-AA. "Substantial rehabilitation" means extensive structural repair or extensive remodeling that requires a building, electrical, plumbing, or mechanical permit, or is valued at \$6,000 or more per rental unit and that cannot be done with the tenant in occupancy.

W-BB. "Tenant" means any person who is entitled to occupy a dwelling rental unit primarily for living or dwelling purposes under a rental agreement.

X-CC. "Transitional housing" means housing that provides stability for residents for a limited time period, usually two weeks to 24 months, to allow them to recover from a crisis such as homelessness or domestic violence before transitioning into permanent housing. Transitional housing often offers supportive services, which enable a person to transition to an independent living situation.

Y-DD. "Unit not available for rent" means a rental unit that is not currently offered or available for rent as a rental unit.

### **5.82.0340 Rent Increase Notification; Tenant's Right to Terminate Tenancy**

- A. A landlord may not increase a tenant's rent by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect.
- B. A landlord may not increase the rent of a tenant by 10 percent or more of the rent unless the landlord has provided the tenant with notice of the rent increase at least 180 days before such increase takes effect.
- C. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected tenant.
- D. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040. Notice of any rental increase of five percent or less may be served in accordance with RCW 59.12.040.
- E. If a landlord gives notice of intent to increase the amount of rent by more than five percent, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 30 days' written notice and should the tenant so terminate the tenancy, the tenant only owes prorated rent through the date when the tenant vacates the rental unit. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection.
- F. Any notice of rent increase required by this section must state, in clear language, that because the landlord seeks to increase the rent paid by the tenant by more than five percent, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 30 days' written notice and, should the tenant so terminate the tenancy, the tenant only owes prorated rent through the date when the tenant vacates the rental unit.
- G. The increase notice required by OMC 5.82.030(A) and (B) must specify:
  - 1. The amount of the increase;
  - 2. The total amount of the new rent;
  - 3. The date the increase becomes effective;
  - 4. The rationale for the rent increase; and

5. The rights of tenants under the Economic Displacement Relocation Assistance program under OMC 5.82.040, including:

a. A statement of the right of the tenant to request economic displacement relocation assistance in writing within 45 days of receipt of an increase notice.

if the rent increase, together with any other rent increase in the preceding 12 months, totals seven percent or more, and that should a tenant so request, the landlord must, within 31 calendar days of receiving a request from the tenant, pay the tenant relocation assistance equivalent to two and half times the tenant's monthly rent (i.e. two and half months' rent).

b. A statement that if the tenant receives timely relocation assistance as provided for under OMC 5.82.040, the tenant may relocate at any time during the remainder of the tenancy prior to the effective date of the rent increase, if the tenant provides at least 30 days' written notice and pay prorated rent until they vacate the unit.

c. A statement that if the tenant remains in the rental unit until the effective date of the rent increase, the tenant is obligated to pay the increased rent in accordance with the increase notice for the duration of the tenant's occupancy of the rental unit and to repay any relocation assistance provided to the tenant.

**5.82.040 Economic Displacement Relocation Assistance**

A. If, within 45 calendar days after a tenant receives a notice indicating a rent increase and if that rent increase, together with any other rent increase in the preceding 12 months, totals seven percent or more, the tenant may request, in writing, that the landlord provide relocation assistance.

If requested by the tenant, within 31 calendar days of receiving the request for relocation assistance, the landlord shall pay to the tenant relocation assistance equivalent to two and half times the tenant's monthly rent (i.e. two and half months' rent).

B. The requirements of this section apply per rental unit, not per individual tenant.

C. Return of Relocation Assistance.

1. If the tenant receives timely relocation assistance as provided for under this chapter, the tenant may relocate at any time during the remainder of the tenancy prior to the effective date of the rent increase, if they provide at least 30 days' written notice and pay any rent owing until they vacate the unit. When a tenant vacates a rental unit under this section, the tenant owes rent prorated to the date the tenant vacates the unit.

2. At the conclusion of this relocation period, if the tenant remains in the rental unit until the effective date of the rent increase, the tenant is obligated to pay the increased rent in accordance with the increase notice for the duration of the tenant's occupancy of the rental unit and to repay any relocation assistance provided to the tenant.

D. Notice to the City.

A Landlord shall provide notice to the City of Olympia of:

1. Any request for relocation assistance, within 30 days of receipt of such notice; and

2. Any payment of relocation assistance within 30 days of making such payment.

E. Exceptions.

1. The Economic Displacement Relocation Assistance provisions do not apply to any of the following:

- a. A landlord and tenant living on the same site if the site has only one rental unit;
- b. A landlord and tenant living together in the same single-family dwelling where the tenant shares the dwelling with the owner;
- c. Tenants who have lived in the rental unit for less than six months;
- d. Living arrangements exempted under RCW 59.18.040;
- e. Transient dwelling, as defined in OMC 18.02.180, which includes a short-term rental;
- f. An assisted living dwelling defined in OMC 18.02.180.
- g. A shelter, as defined in OMC 5.82.020(u).
- e-h. A rental agreement which governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program.

### **5.82.050 Pet Damage Deposits**

- A. Except as provided in subsection B of this section, a landlord may require payment of a pet damage deposit that may not exceed 25 percent of one month's rent, regardless of the time when the pet damage deposit is paid.
- B. Exceptions
  - 1. A landlord may not require a pet damage deposit for an animal that serves as an assistance animal for the tenant. This prohibition does not prohibit a landlord from bringing an action for damages resulting from damage to the landlord's property caused by the tenant's assistance animal. For purposes of this subsection, "assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability.
  - 2. A landlord may not charge a pet damage deposit in that type of subsidized housing where the amount of rent is set based on the income of the tenant. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program.
- C. If the tenant's pet's occupancy begins at the beginning of tenancy, the amount of the pet damage deposit must be specified in a rental agreement. If the tenant's pet's occupancy begins after the beginning of the tenancy, the amount of the pet damage deposit must be specified in an addendum to the rental agreement. The tenant may elect to pay the pet damage deposit in three consecutive, equal monthly installments that begin when the tenant's pet first occupies the rental unit or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule must be described in the rental agreement.
- D. A landlord may not keep any portion of the pet damage deposit for damage that was not caused by a pet for which the tenant is responsible. Not later than 30 days from the end of the tenancy, consistent with RCW 59.18.280(1)(a), the landlord shall return to the tenant any portion of the pet damage deposit not applied to the costs of remediating damage caused by a pet for which the tenant is responsible, or the landlord shall provide to the tenant an itemized list of damages if a portion or the entirety of the deposit is retained for damage caused by a pet for which the tenant is responsible.

- E. Other than the pet damage deposit authorized by subsection A of this section, a landlord may not charge the tenant any fee for keeping a pet.

### **5.82.060 Limits to Move-in Fees**

~~A refundable security deposit or last month's rent may be charged by a landlord before a tenant takes possession of a rental unit. Landlords are prohibited from charging tenants any other non-refundable fees or one-time fees at the beginning of the tenancy, including a fee to hold a rental unit prior to the tenant taking possession. The amount of the refundable security deposit or last month's rent may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program. A landlord is prohibited from charging or accepting any move-in fee in excess of that allowed in this section. Nothing in this section prohibits a landlord from charging a pet damage deposit, as allowed in OMC 5.82.050.~~

A. A landlord may not charge a tenant excessive fees, fees for anticipated landlord expenses, and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement. All required rent, fees, and charges must be identified in writing to a tenant prior to application. A landlord may require only the following types of fees:

1. Applicant screening charges, pursuant to RCW 59.18.257;
2. A refundable security deposit or last month's rent to secure possession of a rental unit, which may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program;
3. Refundable pet damage deposits, pursuant to OMC 5.82.050;
4. Utilities or utility-related charges, provided that the landlord provides a clear accounting or methodology for utility charges if not based on tenant usage;
5. Late charges or fees for late payment of rent (not to exceed \$10.00 per month); and
6. Fees to reimburse a landlord expense, which must be substantiated by the landlord pursuant to the requirements in RCW 59.18.280, including:
  - a. Repair of damages to the rental unit or rental property or replacement of fixtures in the rental unit, as allowable under RCW 59.18.180(1) and RCW 59.18.280;
  - b. Improvements, amenities, or other services that are requested by the tenant and that are not required of the landlord by the rental agreement or by RCW 59.18.060;
  - c. Dishonored checks.
  - d. Costs to re-rent a rental unit as allowable under RCW 59.18.310 after a tenant abandons the unit and as authorized by OMC 5.82.030(E).

B. Nothing prohibits a landlord from offering one or more nonessential services, but a tenant must be allowed to opt out of such service(s) and any associated fee(s), if the tenant chooses to not participate. For the purposes of this subsection, "nonessential services" means a third-party service offered by the landlord to the tenant at the tenant's cost where a viable alternative is available, but does not include a duty required to be provided by a landlord pursuant to RCW 59.18.060 or utilities that are required by the lease agreement to be paid by the tenant.

A-C. A landlord is permitted to pursue arbitration fees, reasonable attorneys' fees, and court costs, as authorized by RCW 59.18 and RCW 59.12.

### **5.82.070 Registration of Rental Units**

- A. Registration required for rental units.
1. Any person who makes available for rent, or rents, any rental unit not exempt under subsection B of this section shall, prior to making such unit available for rent or renting such unit, register the rental unit with the City, and shall maintain the registration throughout the term of the rental of such unit.
  2. A residential rental housing registration is good for one calendar year and expires on December 31st of the calendar year of registration or renewal.
  3. The residential rental housing registration for a rental unit is transferable to any person who acquires ownership of a registered rental unit for the unexpired portion of the one-year term for which it was issued.
- B. Exempt rental units. This section does not apply to the following types of rental units:
1. A unit within an owner-occupied single-family dwelling where the tenant shares the dwelling with the owner;
  - ~~1-2.~~ A rental unit occupied by a property owner's immediate family member. The property owner shall submit a completed declaration on a form provided by the City to qualify for this exemption. The City may revoke the exemption if the tenant submits a complaint to the City alleging any municipal code violation or violations at the rental property or of conditions at the rental property that endanger or impair the health or safety of a tenant;
  - ~~2-3.~~ A unit not available for rent; provided that a unit must be registered under this section before being made available for rent or rented;
  - ~~3-4.~~ An owner-occupied mobile home or manufactured home, both as defined in Chapter 59.20 RCW;
  - ~~4-5.~~ A living arrangement exempted under RCW 59.18.040;
  - ~~5-6.~~ A transient dwelling as defined in OMC 18.02.180, which includes a short-term rental;
  - ~~6-7.~~ An assisted living dwelling defined in OMC 18.02.180-, with the exception of Permanent Supportive Housing.
- C. Application. A landlord registering a rental unit or units pursuant to this section shall follow the process and shall utilize the form established by the City. The landlord shall pay the required registration fee, submit a declaration of compliance and such other information as required by the City, and shall provide a mailing address to which the City will send any notice required under this Chapter.
- D. Renewal. A landlord shall renew a residential rental registration for the ensuing year on or before the date of the expiration of the current registration by submitting a renewal application on a form and through a process established by the City, updating the information contained in the original application as necessary, and paying the required annual registration fee.
- E. Landlord shall provide and update mailing address. Each landlord registering a rental unit or units under this section or renewing a registration shall provide the City with a mailing address and shall notify the City of any change in the landlord's mailing address. Any notice required to be provided to a landlord or rental property owner by the City that the City mails to the address provided through the registration or renewal process must be deemed received three days after mailing.

- F. Provision and posting of tenants' rights and program information. Each landlord shall, at the time a new lease with a tenant is executed, or a lease with a tenant is renewed, provide the tenant a copy of the current version of a tenant rights information document prepared by the City, which document must inform tenants of tenants' rights under this Chapter and identify and provide contact information for City staff that a tenant may contact should a tenant believe the tenant's rights under this Chapter have been violated. In addition, At at each rental unit registered under this section, or in a common area of the rental property, the landlord shall post information regarding the City's rental housing and safety inspection program; provided, that the City may establish one or more alternative or additional methods for conveying the information to tenants. Upon request by a landlord, the City shall provide a form with the information required in this subsection.
- G. Fees Established. A landlord of a rental unit subject to the registration requirements under this section shall pay an annual registration fee of \$35 per rental housing unit. An affordable housing provider may request an exemption from registration fees and the City may grant such a request at its discretion.
- H. Penalty. Any person who fails to properly register any rental unit or fails to submit the required documentation for renewal of such registration on or prior to the expiration date of the registration is in violation of this chapter and is subject to the penalty provisions of OMC 5.82.130.

**5.82.080 Business License Required for Rental Housing Units.**

- A. Unless exempt under subsection B below, each and every person making available for rent or renting one or more rental units within the City limits shall, in accordance with Chapter 5.02 OMC, obtain and maintain a business license. One business license covers all of a person's rental units within the City; however a separate business license is required for any other business operated by such person, in accordance with OMC 5.02.005.
- B. Exemptions. A landlord is exempt from the requirement to obtain a business license under this section if the landlord rents only the following types of rental units:
  - 1. A single rental unit located on the same property as an owner-occupied residence;
  - 2. Rental units exempt from the residential rental housing registration requirements under OMC 5.82.070(B). The operation of dwelling or lodging types that do not fall under this Chapter, such as hotels, motels, short-term rentals, shelters, transitional housing, and housing accommodations at an institution, may require an Olympia business license under a different Olympia Municipal Code provision.
- C. Certificate of compliance. As a condition of the issuance or renewal of a business license, a landlord shall, prior to the renewal of the business license, possess a certificate of compliance issued by the City, certifying that each rental unit made available for rent or rented by the landlord has been inspected as required by OMC 5.82.090.
- D. Declaration of compliance. As a condition of the issuance or renewal of a business license, a landlord shall, prior to the issuance of the business license, provide to the City a valid declaration of compliance declaring that each rental unit made available for rent or rented by the landlord complies with the requirements of this Chapter and RCW Chapter 59.18 and that there are no conditions present in the rental unit or units that endanger or impair the health or safety of any tenant.
- E. Denial, suspension, or revocation of license – Appeal
  - 1. Denial or revocation of business license. A landlord may be denied a business license, or a landlord's business license may be suspended or revoked, for any of the following reasons:
    - a. The landlord fails to obtain a certificate of compliance as required by this section;

- b. The certificate of compliance or business license was procured by fraud or false representation of fact;
  - c. The landlord has failed or fails to comply with any of the provisions of this Chapter;
  - d. The landlord fails to pay any fee due to the City under this Chapter;
  - e. The landlord's rental unit or units is subject to a notice of violation for a municipal code violation which has been deemed committed or found to have been committed;
  - f. Any reason set forth in OMC 5.02.050.
2. Process – Appeal. The denial, suspension, or revocation of a landlord's business license must comply with the business license denial, suspension, or revocation procedures set forth in Chapter 5.02.050 OMC. A landlord may appeal the denial, suspension, or revocation of a business license as provided in OMC 5.02.060.
  3. Reinstatement of business license. If a landlord's business license is suspended or revoked, or an application for a license is denied, the City may grant the landlord a business license only after:
    - a. Any and all deficiencies on which the denial, suspension, or revocation was based have been corrected;
    - b. In the event an inspection has been required, an inspection has been completed and the landlord has provided to the City a valid certificate of inspection that meets the requirements of this Chapter;
    - c. The landlord pays the registration and license fee as set forth in this Code; and
    - d. The landlord reimburses the City in full for any applicable tenant relocation assistance costs under OMC 5.82.090 and RCW 59.18.085 paid by the City on the Landlord's behalf.
- F. Penalty for not obtaining license. In addition to the penalties set forth in Chapter 5.02 OMC, a landlord who makes available for rent or rents a rental unit without having a valid and current business license is in violation of this Chapter and is subject to the penalty provision of OMC 5.83.130, below.

### **5.82.090 Periodic Inspections Required for Rental Properties**

- A. Inspection and certificate of inspection required.
  1. Unless exempt under subsection B(1) below, each and every rental property in the City must be inspected at least once every five years by a qualified rental housing inspector and a certificate of inspection, reflecting the completed inspection, must be provided to the City. A required inspection is complete only after a qualified rental housing inspector has performed an in-person inspection as required by this section and has issued a certificate of inspection on the form provided by the City and the certificate of inspection is received by the City.
  2. Nothing in this section precludes inspection of a rental property or one or more units thereof under RCW 59.18.115, RCW 59.18.150, or other applicable law, pursuant to a valid search warrant, or at the request or consent of a tenant.
- B. Exemptions; certain inspection reports accepted in lieu of certificate of inspection.
  1. The following rental properties are exempt from the inspection requirements of this section:
    - a. A rental property consisting of a single rental unit located on the same property as an owner-occupied residence.

- b. A rental property consisting only of a rental unit or units exempt from the residential rental housing registration requirements of OMC 5.82.070(B).
    - c. A rental property that received a certificate of occupancy within the previous 10 years and for which the City has not during that period received any report of any municipal code violation or violations at the rental property or of conditions at the rental property that endanger or impair the health or safety of a tenant.
  - 2. In lieu of a certificate of inspection provided by a qualified rental housing inspector following an inspection under this section, the City may accept an alternate inspection report from an affordable housing provider that is required to complete a periodic inspection if the report reflects that inspection performed was substantially equivalent to the City's inspection standards. This includes an inspection report for a privately owned rental housing property rented to a voucher recipient if the rental property has passed inspection by Housing Authority of Thurston County.
- C. City Administration.
- 1. The City shall create and make available a rental unit inspection checklist to be utilized by qualified rental housing inspectors conducting inspections of a rental properties under this section. The checklist must consist, at a minimum, of a number of health and safety elements, and such other elements as the City may elect to include, that a rental unit subject to inspection either meets or fails.
  - 2. The City shall create and make available a certificate of inspection form to be used by a qualified rental housing inspector in conducting an inspection of rental properties under this section.
  - 3. The City shall create and make available a notice of failed inspection form to be used by a qualified rental housing inspector in conducting an inspection of rental properties under this section.
  - 4. The City shall create and make available a tenant notice form to be utilized by rental property owners in informing tenants of the impending inspection of a rental property and individual rental units, as required by RCW 59.18.125(7)(a) and subsection E(2), below. Such notice must comply with RCW 59.18.125(7)(a) and must state that a tenant with a disability who may be negatively affected by entry into their rental unit by the inspector may request a reasonable accommodation by the City, including the City selecting an alternate unit for inspection.
  - 5. The City shall determine the methodology for selecting which units within a rental property are subject to inspection under subsections D(2) and (3), below, and for each rental property subject to a periodic inspection, shall select units for inspection using such methodology and inform the rental property owner and the inspector of the rental units selected for inspection.
  - 6. By December 1 of the year before a rental property's inspection must be completed, the City shall mail a notice to the rental property owner informing the owner that the inspection under this section must be completed in the coming calendar year and identifying those rental units at the rental property that are subject to inspection. The City shall mail such notice to the rental property owner at the address provided on the rental property owner's registration under OMC 5.82.070.
- D. Rental units subject to inspection.
- 1. Except as provided in subsections 4 and 5 below, for a rental property consisting of one to four rental units, one rental unit may be selected by the City for inspection.
  - 2. Except as provided in subsections 4 and 5 below, for a rental property consisting of between five and 20 rental units, no more than 20 percent, rounded up to the next whole number, of the rental units, up to a maximum of four units, may be selected by the City for inspection.



3. Except as provided in subsections 4 and 5 below, for a rental property consisting of 21 or more rental units, no more than 20 percent, rounded up to the next whole number, of the rental units, up to a maximum of 50 units, may be selected by the City for inspection.
  4. If one or more units on a rental property selected for inspection by the City fail inspection, the City may require up to 100 percent of the units on the rental property be inspected.
  5. If the City has, since the last required inspection, received one or more reports of a municipal code violation at the rental property or conditions at the rental property that endanger or impair the health or safety of a tenant, the City may require 100 percent of the units on the rental property be inspected.
- E. Conduct of Inspection of Rental Property.
1. After receiving notice from the City that a rental property is due for inspection under this section, a rental property owner shall arrange with a qualified rental housing inspector to perform, at a particular date and time, the inspection of the unit or units identified by the City as subject to inspection. The inspection must be conducted at the rental property owner's expense, except as provided in subsection 7, below.
  2. Not more than 60 nor fewer than 30 days prior to the date set for the inspection, the rental property owner shall provide notice to each tenant of the rental property of the impending inspection, using the form created by the City, completed by the rental property owner with all required information. The rental property owner shall provide a copy of the notice to the inspector upon request on the day of inspection.
  3. The qualified rental housing inspector shall conduct an in-person inspection of the rental unit or units selected by the City for inspection. The rental property owner shall allow the inspector to access the rental property and shall, under the authority of RCW 59.18.150, facilitate the inspector's access to each rental unit subject to inspection, including providing the notice required in subsection 2, above.
  4. In conducting an inspection under this section, the inspector may only investigate a rental property as needed to provide a certificate of inspection under this section.
  5. In conducting an inspection under this section, the inspector shall utilize the checklist developed by the City, inspecting the unit or units subject to inspection to determine if the unit meets or fails to meet each element listed on the checklist. If any rental unit fails to meet any element of the checklist, the rental property fails the inspection and a certificate of inspection for the rental property may not be issued.
  6. Unless the rental property fails the inspection, the inspector shall, within 10 days of conducting an inspection of a rental property, issue a certificate of inspection on the form developed by the City and shall provide a copy of the certificate of inspection to the City and to the rental property owner.
  7. If the rental property fails the inspection, the inspector shall, within 10 days of the inspection, provide the rental property owner and the City a notice of inspection failure. A rental property owner may appeal a failed inspection under subsection F, below.
  8. The City may, at the City's discretion, provide City funding for an inspection of a rental property operated by an affordable housing provider.
- F. Appeal of failed inspection. If a rental property fails an inspection under this section, the rental property's owner may appeal such failure by submitting a written appeal notice to the City Manager. The appeal notice must be received by the City Manager within 14 days of issuance of the notice of failed inspection. The appeal notice must identify the rental property subject to the notice of failed inspection, the name of

the rental property's owner, and must state with particularity the basis for the appeal. A copy of the notice of failed inspection must be provided to the City Manager along with the appeal notice. The City Manager, or designee, shall, within 30 days of receipt of the appeal, review the appeal and shall issue a written decision to uphold, modify, or reverse the failed inspection. The City Manager's or designee's decision is the final decision of the City.

- G. Failure to complete inspection when required. If a rental property owner fails to complete an inspection of the rental property owner's rental property by the end of the calendar year in which the inspection is due, or if the rental property fails the inspection:
1. The City shall mail a notice of non-compliance to the rental property owner.
  2. Upon receipt of a notice of non-compliance, a rental property owner shall, within 30 days, complete the required inspection and provide a certificate of inspection to the City or enter into a compliance agreement with the City.
  3. If, 30 days after receipt of a notice of non-compliance, a rental property owner has not completed the required inspection and provided a certificate of inspection to the City or has not entered into a compliance agreement with the City, or if at any time a property owner violates the terms of a compliance agreement with the City:
    - a. The rental property owner is in violation of this Chapter and is subject to the penalty provisions of OMC 5.82.130, below;
    - b. The City may declare the rental property or one or more units thereof, unlawful to occupy pursuant to RCW 59.18.085; after so declaring, the City shall mail written notice to the property owner and any and all affected tenants that the rental property or a unit or units have been declared unlawful to occupy;
    - c. The City may suspend or revoke the property owner's business license pursuant to OMC 5.02.050; and
    - d. The rental property owner shall pay for relocation assistance to each displaced tenant as provided in RCW 59.18.085, and, if the City pays for relocation assistance on behalf of the property owner, the property owner shall reimburse the City for all such amounts paid.

#### **5.82.100 Prohibition on Passing Charges to a Tenant to Comply with a Program.**

A landlord may not pass on to the tenant any costs incurred by the landlord in complying with this Chapter including: inspection fees, registration fees, business license fees, and repairs not related to damages caused by the tenant.

#### **5.82.110 Rent Increases Prohibited if Rental Unit has Defective Condition.**

- A. A landlord may not increase the rent charged to a tenant by any amount if the rental unit has one or more defective conditions making the rental unit uninhabitable, if a tenant's request for repair to make the rental unit habitable has not been completed, or if the rental unit is otherwise in violation of RCW 59.18.060. If the tenant believes the rental unit has one or more defective conditions making the unit uninhabitable or violates RCW 59.18.060, the tenant may notify the landlord in writing as required by RCW 59.18.070, specifying the premises involved; the owner's name, if known; and the defective condition before the effective date listed in the notice of rent increase.
- B. A landlord may not increase rent on any unit in a rental property if the rental property owner has not completed inspection of the rental property as required in OMC 5.82.090, or if the rental property has failed inspection under that section.

**5.82.120 Relocation Assistance for tenants of condemned rental units or units determined to be unlawful to occupy.**

The purpose of this section is to establish, pursuant to RCW 59.18.085, a relocation assistance program for tenants whose rental units have been condemned or determined unlawful to occupy by the City.

- A. A landlord shall pay relocation assistance to the landlord's tenant pursuant to this section and RCW 59.18.085 when the tenant's rental unit has been condemned by the City or determined by the City to be unlawful to occupy.
- B. Notice. At the time the City notifies a landlord that a rental unit owned or managed by the landlord has been condemned or determined to be unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, the City will also notify both the landlord and the tenant(s) that the tenant(s) may be entitled to relocation assistance from the landlord under this section and RCW 59.18.085.
- C. Advancement of relocation assistance by the City. If the City determines that a tenant(s) is entitled to relocation assistance under this section and RCW 59.18.085, and the landlord has failed to provide the tenant(s) with relocation assistance within seven days of the City notifying the landlord of the condemnation or determination of unlawful to occupy, the City may advance the cost of relocation assistance to the tenant(s). The amount of relocation assistance advanced per rental unit may be no more than \$2,000, or three times the monthly rent, whichever is greater.
- D. Reimbursement to the City. The landlord shall reimburse the City the relocation assistance advanced by the City to the tenant(s) within 60 days from the date that the City first advanced said funds.
- E. Penalty. If a landlord fails to repay the City for the advanced relocation assistance within 60 days, the City shall, pursuant to RCW 59.18.085(f), assess civil penalties in the amount of \$50 per day for each displaced tenant. In addition, if the City has advanced relocation assistance to a tenant entitled to such assistance under this section or RCW 59.18.085, and if the landlord fails to reimburse the City as required by this section, interest on such amount accrues at the maximum legal rate of interest permitted under RCW 19.52.020, commencing 30 days after the date the City first advanced relocation assistance funds to the displaced tenant(s). The City is also entitled to attorney's fees and costs arising from any legal action taken to recover unpaid relocation assistance, penalties, and interest.
- G. Exemptions. A landlord is exempt from payment or reimbursement to the City of relocation assistance if the landlord demonstrates by a preponderance of the evidence within seven days of the City sending notice of the condemnation or determination of unlawful to occupy that the condition(s) causing the dwelling to be condemned or unlawful to occupy was directly caused by:
  - 1. a tenant's or any third party's illegal conduct without the landlord's prior knowledge;
  - 2. a natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or
  - 3. the acquisition of the property by eminent domain.

**5.82.130 Relocation Assistance for Low-Income Tenants Displaced by demolition, substantial rehabilitation, or change of use of rental units.**

The purpose of this section is to establish, pursuant to RCW 59.18.440, a tenant relocation assistance program for low-income tenants who are displaced when a rental property or rental unit is demolished, substantially rehabilitated, or upon the change of use of such property or rental unit. For purposes of this section, "low income" means total combined income per rental unit is at or below 50 percent of the median income, adjusted for family size, in Thurston County, Washington.

- A. A landlord shall pay relocation assistance to a low-income tenant(s) if the tenant(s) is displaced as the result of: demolition, substantial rehabilitation, or change of use of the property or rental unit.

B. Exemptions. This section does not apply (except as otherwise expressly required by state or federal law) to low-income tenants who are displaced due to the following circumstances or from the following housing types:

1. Any rental unit demolished or vacated because of

a. a tenant's or any third party's illegal conduct without the landlord's prior knowledge;

b. natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or

c. the acquisition of the property by eminent domain.

2. Any rental unit ordered vacated or demolished because of damage within the landlord's control where relocation assistance under OMC 5.82.120 and RCW 59.18.085 applies;

3. An owner-occupied mobile home or manufactured home, both as defined in Chapter 59.20 RCW;

4. A living arrangement exempted under RCW 59.18.040;

5. A transient dwelling as defined in OMC 18.02.180, which includes a short-term rental;

6. An assisted living dwelling defined in OMC 18.02.180.

7. Any rental unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and

8. A shelter, as defined in OMC 5.82.020(u).

9. A landlord is not required to pay relocation assistance to:

a. A tenant who moves from a rental unit prior to the application by the owner of the rental unit for any governmental permit necessary for the demolition, substantial rehabilitation, or change of use of the rental unit;

b. A tenant who moves into a rental unit after application by the owner of the rental unit for any necessary governmental permit necessary for the demolition, substantial rehabilitation, or change of use of the rental unit, if the tenant receives, prior to taking possession of the rental unit, written notice from the property owner that specifically describes the activity or condition that may result in the tenant's temporary or permanent displacement and advises the tenant of the tenant's ineligibility for relocation assistance;

c. A tenant who moves into a rental unit after any required condominium conversion notification or filing, if the tenant receives, prior to taking possession of the rental unit, written notice from the property owner that specifically describes the activity or condition that may result in the tenant's temporary or permanent displacement and advises the tenant of the tenant's ineligibility for relocation assistance.

d. A tenant who is offered an opportunity to purchase their rental unit prior to conversion to a condominium, provided that the property owner enters into a relocation agreement with any tenant(s) who earns 50 percent of Area Median Income or below and who is unable or who does not wish to purchase their rental unit, and provided the property owner submits the relocation agreement to the City for approval. The City may condition its approval of the relocation agreement on the property owner entering into a compliance agreement with the City.

C. Notice to Tenants. When a tenant is to be displaced due to demolition, substantial rehabilitation, or change of use of the rental property or their rental unit, a landlord may only terminate the tenancy by providing a tenant with written notice at least 120 days before the end of the month or period of tenancy. The notice must include a Tenant Relocation Information packet that informs the tenant of their rights under this

chapter, a tenant income verification form, and instructions that tenants must complete and return the form to the City within 30 days from the date that the notice was provided.

D. Notice to City. Within 14 days of providing the tenant with the notice required by subsection C, above, including the Relocation Information Packet, the landlord shall provide the City with a list of names of the tenants listed in the lease agreement and number of rental units for the rental unit(s) subject to demolition, substantial rehabilitation, or change of use.

E. Tenant eligibility for relocation assistance. Low-income tenants who are parties to a rental agreement for the rental unit are eligible for relocation assistance, but only if the tenant to be displaced resides in a rental unit at issue when the landlord delivers the notice required by subsection C, above and only if the tenant completes and provides to the City the tenant income verification form and is determined by the City to meet income eligibility requirements.

F. Tenant income verification.

1. To be eligible for relocation assistance under this section, a tenant must complete and provide to the City, within 30 days from the date that the notice, as required in subsection C, above, was provided, the income verification form. To be complete, the tenant income verification form must include the names of all occupants of the rental unit, the total combined monthly and annual income of the occupants of the rental unit, the total combined income of the occupants for the current calendar year, and must be signed by the tenant. Any tenant who fails to return a completed tenant income verification form to the City within 30 days from the date that the notice required in subsection C, above, was provided is not eligible for relocation assistance unless the tenant has requested and received a written extension from the City.

2. Based on the information contained in the complete tenant income verification form, the City determines which tenants qualify as low-income tenants and are therefore eligible to receive relocation assistance.

3. Any tenant who fails or declines the opportunity to submit the tenant income verification form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, is not eligible for relocation assistance under this section.

G. Relocation assistance verification. Within 30 days of the City's receipt of the completed tenant income verification forms from all tenants who are parties to a rental agreement in a rental unit, the City will mail to each rental unit household who submitted a complete tenant income verification form and to the landlord, at the address provided under OMC 5.82.070(E), a notice stating whether or not the rental unit household is eligible for relocation assistance.

H. Appeal. Both the tenant and the owner may file an appeal of the City's determination of a tenant's eligibility for relocation assistance by submitting a written appeal notice to the City Manager. The appeal notice must be received by the City Manager within 14 days of City's issuance of the notice of eligibility for relocation assistance. The appeal notice must identify the rental property at issue, the rental unit at issue, the name of the rental property's owner, the name of the tenants who are parties to a rental agreement of the unit at issue and must state with particularity the basis for the appeal. A copy of the notice of eligibility determination for relocation assistance must be provided to the City Manager along with the appeal notice. The City Manager, or designee, shall, within 30 days of receipt of the appeal, review the appeal and shall issue a written decision to uphold, modify, or reverse the City's determination. The City Manager's or designee's decision is the final decision of the City.

I. Relocation assistance payments.

1. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the City, may receive a total relocation assistance payment of \$2,000 for their

eligible rental unit. The amount of relocation assistance is adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics for the Seattle-Tacoma-Bellevue area. The relocation assistance payment is in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.

2. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one-half the relocation assistance due to eligible tenants pursuant to this chapter.

3. Within 10 days after receipt by the owner of the notice of tenant eligibility, the landlord shall pay eligible tenants who will be displaced the landlord's portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment. Upon receipt of the owner's share of relocation assistance costs, the City will send the City's portion of relocation assistance payments to eligible tenants.

### **5.82.140 Right to Install Cooling Devices**

A. A landlord may not prohibit a tenant from installing or using a portable cooling device (air conditioner or evaporative cooler) in a rental unit. A landlord may only prohibit or restrict a tenant from installing or using a portable cooling device if installation or use of the device would:

1. Violate building codes or state or federal law;
2. Violate the device manufacturer's written safety guidelines for the device;
3. Damage the premises or render the premises uninhabitable;
4. Require more amperage to power the device than power service to the building, rental unit, or circuit can accommodate;
5. Block a window that serves as the necessary egress (i.e. exit) from the rental unit;
6. Interfere with the tenant's ability to lock a window that is accessible from outside;
7. Damage or void the warranty of the window or frame, puncture the envelope of the building, or otherwise cause significant damages due to the use of brackets or other hardware required to securely fix the device;
8. Damage the rental unit or building because the device cannot be adequately drained; or
9. Risk the device falling.

B. A landlord may require portable cooling devices to be:

1. Installed or removed by the landlord or landlord's agent;
2. Subject to inspection or servicing by the landlord or landlord's agent; or
3. Removed from October 1 through April 30.

C. A landlord may not enforce a restriction on portable cooling devices against a tenant allowed under this section unless the restrictions are in writing and delivered to the tenant.

D. A landlord is immune from liability for any claim for damages, injury, or death caused by a portable cooling device installed by the tenant.

E. A landlord who must limit portable cooling devices for a building under subsection (A)(4) of this section shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability.

A landlord is not responsible for any interruption in electrical service that is not caused by the landlord, including interruptions caused by an electrical supply's inability to accommodate use of a portable cooling device.

### **5.82.1520 Retaliation Prohibited.**

A landlord may not retaliate against a tenant for asserting tenant rights under the tenant protection provisions of this Chapter or any other applicable tenant protection law.

- A. It is a violation of this Chapter and a defense against eviction for a landlord to threaten, commence, or carry out retaliation, including a retaliatory eviction, based on the tenant having asserted rights and protections afforded by this Chapter or any other applicable tenant protection law.
- B. There is a rebuttable presumption that a landlord's action was retaliatory if the action occurred within 90 days of the tenant asserting a right or protection afforded by this Chapter or any other applicable tenant protection law.
- C. In addition to the definitions of retaliation provided in RCW 59.18.240, prohibited retaliatory actions under this section include:
  - 1. Rescinding an offer of lease renewal;
  - 2. Refusing to provide, accept, or approve a rental application or a rental agreement;
  - 3. Misrepresenting any material fact when providing a rental reference about a tenant; and
  - 4. Threatening to allege to a government agency that a tenant or prospective tenant, or a family member of a tenant or prospective tenant, is not lawfully in the United States.
- D. A landlord who retaliates against a tenant for asserting rights or protections afforded by this Chapter or any other applicable tenant protection law is in violation of this Chapter and is liable to the tenant and is subject to the remedies and penalties under OMC 5.82.130.

### **5.82.1630 Violations**

- A. Any tenant claiming injury from any violation of this chapter may bring an action in Thurston County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter and is entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief.
- B. A landlord who violates this Chapter is liable to the tenant in an action brought by the tenant under subsection A, above, for: (1) any actual damages incurred by the tenant as a result of the landlord's or owner's violation or violations of this chapter; (2) double the amount of any security deposit unlawfully charged or withheld by the landlord; (3) reasonable attorney fees and costs incurred by the tenant in bring such action.
- C. A landlord's failure to comply with any of the provisions of this chapter is a defense in any legal action brought by the landlord to recover possession of the rental unit.
- D. A landlord's failure to comply with any of the provisions of this chapter may result in denial, suspension, or revocation of a business license, as provided in OMC 5.82.080.
- E. A landlord or rental property owner who violates any provision of this Chapter commits a civil infraction or infractions and is subject to a fine or fines as set forth below. Each day a landlord or rental property owner is in violation of any provision of this Chapter constitutes a separate violation.
  - 1. First offense: Class 3 (\$50), not including statutory assessments.

2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
  3. Three or more offenses arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.
- F. The penalties imposed in this Chapter are not exclusive when the acts or omissions constitute a violation of another chapter of the Olympia Municipal Code. In addition to all other penalties, remedies, or other enforcement measures established within this Chapter, or as otherwise provided by law, any act or omission that constitutes a violation of this Chapter may be subject to penalties and enforcement provisions as provided by other provisions of the Olympia Municipal Code, and such penalties and enforcement provisions may be imposed as set forth in such provisions. The exercise of one remedy does not foreclose use of another. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity.

**Section 2. Direction to Staff to Explore Pilot Project for Lease-to-Own Arrangements.** Staff is hereby directed to explore a pilot project to exempt lease-to-own rental arrangements from some or all of the provisions of this Chapter. Staff shall report to Council on the feasibility of such a pilot program within 12 months.

**Section 3. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 4. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances remain unaffected.

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

**Section 6. Effective Date.** This Ordinance takes effect 30 days after passage and publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



**Ordinance No. \_\_\_\_\_**

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

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

**WHEREAS**, the majority of Olympia residents are renters; and

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

**WHEREAS**, Black, Indigenous and People of Color (BIPOC) are more likely to rent than white residents in Thurston County. 42 percent of BIPOC residents are renters, compared to 31 percent of white residents; and

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

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

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

**WHEREAS**, average rents in Olympia have increased significantly while vacancies in rental housing are low, making it increasingly difficult for tenants, especially people with limited finances, to obtain rental housing; and

**WHEREAS**, the City Council finds that adoption of the proposed tenant protections aligns with its Housing Action Plan, Strategy 2 (“Make it easier for households to access housing and stay housed.”) Tenant protections are specifically outlined in Strategy 2a (“Identify and implement appropriate tenant protections that improve household stability”) and Strategy 2c (“Provide displaced tenants with relocation assistance”); and

**WHEREAS**, forced relocation is not merely expensive but puts renters under economic stress that increases their risk of becoming homeless; and

**WHEREAS**, rent increases may cause a tenant to move due to inability to pay the increased rent; and

**WHEREAS**, Olympia City Council passed an ordinance on August 16, 2022 that requires advanced notice of rent increases over five percent and 10 percent; and

**WHEREAS**, the advanced notice of rent increases was intended to provide tenants additional time to locate alternative housing. Olympia City Council desires to make it easier to release tenants from their lease and rental obligations if they do find alternative housing arrangements; and

**WHEREAS**, Olympia City Council passed an ordinance on November 21, 2023 that requires rental properties to undergo periodic health and safety inspections that may lead to properties being condemned, demolished, or substantially rehabilitated; and

**WHEREAS**, Washington state law requires a landlord to pay a tenant relocation assistance if the rental unit or property is condemned and the City wishes to ensure tenants are paid the relocation assistance owed in a timely manner; and

**WHEREAS**, pursuant to the public hearing held on March 19, 2024, the City Council finds that costs incurred by tenants to relocate include actual physical moving costs, application fees, utility fees, security deposits, and anticipated additional rent costs, which, on average, equal or exceed \$2,000 per tenant household; and

**WHEREAS**, the State of Washington has adopted legislation authorizing local jurisdictions to require the payment of relocation assistance to low-income tenants who are displaced from dwelling units by housing demolition, change of use, or substantial rehabilitation; and

**WHEREAS**, the development and real estate market in Olympia has not been able to replace low-income units lost due to demolition, change of use, and substantial rehabilitation, making it more difficult and more costly for low-income persons who are displaced by demolition, change of use, or substantial rehabilitation to locate affordable substitute rental housing; and

**WHEREAS**, these conditions in the rental market have created a barrier to relocation, because tenants, especially people with limited finances, may be unable to save money to pay move-in fees and application fees; and

**WHEREAS**, tenants are routinely subject to additional fees and charges over and above the cost of application fees, move-in fees, rent, and utility costs. These fees include mandatory charges for non-essential services (e.g., garbage valet fees), late fees, fees to post legal notices, administrative fees, and other charges that are unrelated to rental of a dwelling unit; and

**WHEREAS**, on February 2, 2021, Olympia City Council declared a Climate Emergency; and

**WHEREAS**, the direct and indirect impacts of climate change will disproportionately affect the region's communities least able to prepare for, cope with, and recover from them, such as communities of color, low-wage workers, immigrants, and other low-income communities; and

**WHEREAS**, City staff and elected officials have learned that some landlords prohibit tenants from installing cooling devices in their rental units; and

**WHEREAS**, heat-related illness and health impacts due to climate change is a public health issue; and

**WHEREAS**, the City Council desires to amend Chapter 5.82 OMC to adopt the proposed tenant protections, and finds that this ordinance will protect and promote the health, safety, and welfare of the residents of Olympia;

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

**Section 1. Amendment of OMC 5.82** Olympia Municipal Code Chapter 5.82, Rental Housing Code, is hereby amended to read as follows:

## **Chapter 5.82**

### **RENTAL HOUSING CODE**

5.82.000	Chapter Contents Sections:
5.82.010	Purpose and Intent.
5.82.020	Definitions.
5.82.0340	<u>Rent Increase Notification; Tenant’s Right to Terminate Tenancy.</u>
<u>5.82.040</u>	<u>Economic Displacement Relocation Assistance.</u>
5.82.050	Pet Damage Deposits.
5.82.060	Limits to <del>Move-in</del> Fees.
5.82.070	Registration of Rental Units.
5.82.080	Business License Required for Rental Housing Units.
5.82.090	Periodic Inspections Required for Rental Properties.
5.82.100	Prohibition on Passing Charges to a Tenant to Comply with a Program.
5.82.110	Rent Increases Prohibited if Unit has Defective Conditions.
<u>5.82.120</u>	<u>Relocation Assistance for tenants of condemned rental units or units determined to be unlawful to occupy.</u>
<u>5.82.130</u>	<u>Relocation Assistance for Low-Income Tenants Displaced by demolition, substantial rehabilitation, or change of use of rental units.</u>
<u>5.82.140</u>	<u>Right to Install Cooling Devices.</u>
5.82.1520	Retaliation Prohibited.
5.82.1630	Violations.

#### **5.82.010 Purpose and Intent**

The purpose of this Chapter is to establish regulations supporting housing security to reduce homelessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Olympia. It is the intent of the Olympia City Council to continue its long-term commitment to maintain healthy, vibrant, and diverse neighborhoods within the City of Olympia. The regulations contained in this Chapter balance the needs of the landlord, tenant, and the City of Olympia to ensure safe, healthy, and thriving rental housing within the City’s municipal boundaries. The City recognizes

that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Olympia's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken. This Chapter ensures housing security for current and future residents within the City of Olympia.

### **5.82.020 Definitions**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this Chapter:

A. "Affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household's monthly income.

B. "Affordable housing provider" means a rental housing property owner that is funded or otherwise contractually obligated to provide housing that is affordable to low-income households. This includes nonprofit organizations, public agencies, or private owners receiving a tax credit to provide affordable housing to low-income households.

C. "Building" means a structure having a roof supported by columns or walls used for supporting or sheltering of any kind.

D. "Building code" means all code provisions adopted in and throughout Chapter 16.04 OMC.

E. "Business license" means a business license as required by this Chapter and by Chapter 5.02 OMC.

F. "Certificate of compliance" means a statement signed and dated by the City that certifies that each rental unit complies with the requirements and standard of this Chapter.

G. "Certificate of inspection" means the form created by the City and completed and issued by a qualified rental housing inspector following an inspection that certifies that each rental unit that was inspected passed inspection.

G.H. "Change of use" means the conversion of any rental unit: from a residential use to a nonresidential use; to a condominium; or from a long-term rental to a short-term rental, as defined in OMC 18.02.170, which results in the displacement of an existing tenant. An owner displacing a tenant so that the owner can occupy the rental unit as the owner's primary residence does not constitute a change of use.

H.I. "Days" means calendar days unless otherwise provided.

J. "Declaration of compliance" means a statement submitted to the City by a rental property owner or landlord that certifies that, to the best of such person's knowledge, each rental unit complies with the requirements and standards of this Chapter and Chapter 59.18 RCW, and that there are no conditions presented in any rental unit that endanger or impair the health or safety of a tenant.

K. "Demolition" means the destruction of any rental unit or the relocation of an existing rental unit or units to another site.

L. "Displacement" or "displaced" means the demolition, substantial rehabilitation, or change of use requiring an existing tenant or tenants to vacate the rental unit, but does not include the relocation of a tenant from one rental unit to another rental unit with the tenant's consent or the temporary relocation of a tenant for less than 72 hours.

I.M. "Immediate family member" means a spouse, domestic partner, or partner in a committed intimate relationship; or a parent, grandparent, child, grandchild, sibling, niece, or nephew, whether related by blood, marriage, domestic partnership, or committed intimate relationship.

J.N. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or

occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

~~K.O.~~ "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below 80 percent of the median family income adjusted for family size, for Thurston County, as reported by the United States Department of Housing and Urban Development.

~~L.P.~~ "Mobile home" or "manufactured home" means a mobile home or a manufactured home as defined in Chapter 59.20 RCW.

~~M.Q.~~ "Owner" or "rental property owner" means the owner of record as shown on the last Thurston County tax assessment roll, or such owner's authorized agent.

~~N.R.~~ "Qualified rental housing inspector" mean a private inspector who possesses at least one of the following credentials and who has been approved by the City as a qualified rental housing inspector based on a process developed by the City consistent with the intent of this Chapter:

1. American Association of Code Enforcement Property Maintenance and Housing Inspector certification;
2. International Code Council Property Maintenance and Housing Inspector certification;
3. International Code Council Residential Building Code Inspector;
4. Washington State licensed home inspector; or
5. Other acceptable credential as determined by the City.

~~O.S.~~ "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

~~P.T.~~ "Rental agreement" means any agreement that establishes or modifies the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a rental unit.

~~Q.U.~~ "Rental property" means a single parcel with one or more rental units made available for rent or rented by the same landlord.

~~R.V.~~ "Rental property complex" means contiguous parcels with rental units rented by the same landlord as a single rental complex.

~~S.W.~~ "Rental unit" means a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including single- family residences and units of multiplexes, apartment buildings, and mobile homes and which is made available for rent or rented.

~~T.X.~~ "Residential rental housing registration" means registration of one or more rental units as required by this Chapter.

~~U.Y.~~ "Shelter" means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit agency or governmental entity, the primary purpose of which is to provide temporary shelter for persons experience homelessness in general or for specific populations of such persons and includes a homeless shelter, an emergency shelter, and an emergency housing facility as defined in OMC 18.02.180.

Z. "Single-family dwelling" means a single unit providing complete, independent living facilities for a household, including permanent provisions for living, sleeping, cooking, and sanitation.

V-AA. "Substantial rehabilitation" means extensive structural repair or extensive remodeling that requires a building, electrical, plumbing, or mechanical permit, or is valued at \$6,000 or more per rental unit and that cannot be done with the tenant in occupancy.

W-BB. "Tenant" means any person who is entitled to occupy a dwelling rental unit primarily for living or dwelling purposes under a rental agreement.

X-CC. "Transitional housing" means housing that provides stability for residents for a limited time period, usually two weeks to 24 months, to allow them to recover from a crisis such as homelessness or domestic violence before transitioning into permanent housing. Transitional housing often offers supportive services, which enable a person to transition to an independent living situation.

Y-DD. "Unit not available for rent" means a rental unit that is not currently offered or available for rent as a rental unit.

### **5.82.0340 Rent Increase Notification; Tenant's Right to Terminate Tenancy**

- A. A landlord may not increase a tenant's rent by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect.
- B. A landlord may not increase the rent of a tenant by 10 percent or more of the rent unless the landlord has provided the tenant with notice of the rent increase at least 180 days before such increase takes effect.
- C. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected tenant.
- D. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040. Notice of any rental increase of five percent or less may be served in accordance with RCW 59.12.040.
- E. If a landlord gives notice of intent to increase the amount of rent by more than five percent, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 20 days' written notice and should the tenant so terminate the tenancy, the tenant only owes prorated rent through the date when the tenant vacates the rental unit. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection.
- F. Any notice of rent increase required by this section must state, in clear language, that because the landlord seeks to increase the rent paid by the tenant by more than five percent, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 20 days' written notice and, should the tenant so terminate the tenancy, the tenant only owes prorated rent through the date when the tenant vacates the rental unit.
- G. The increase notice required by OMC 5.82.040(A) and (B) must specify:
  - 1. The amount of the increase;
  - 2. The total amount of the new rent;
  - 3. The date the increase becomes effective;
  - 4. The rationale for the rent increase; and

5. The rights of tenants under the Economic Displacement Relocation Assistance program under OMC 5.82.040, including:
- a. A statement of the right of the tenant to request economic displacement relocation assistance in writing within 45 days of receipt of the increase notice;
  - b. A statement that the landlord must pay relocation assistance within 31 calendar days of receiving the request for relocation assistance, and that the landlord must pay to the tenant relocation assistance equivalent to:
    - 1. Two times the tenant's existing monthly rent if the rent increase is more than five percent but less than 10 percent.
    - 2. Three times the tenant's existing monthly rent if the rent increase is ten percent or more.
  - c. A statement that if the tenant receives timely relocation assistance as provided for under OMC 5.82.040, the tenant may relocate at any time during the remainder of the tenancy prior to the effective date of the rent increase, if the tenant provide at least 20 days' written notice and pay prorated rent until they vacate the unit.
  - d. A statement that if the tenant remains in the rental unit until the effective date of the rent increase, the tenant is obligated to pay the increased rent in accordance with the increase notice for the duration of the tenant's occupancy of the rental unit and to repay any relocation assistance provided to the tenant.

#### **5.82.040 Economic Displacement Relocation Assistance**

- A. If, within 45 calendar days after a tenant receives notice indicating a rent increase of more than five percent, in accordance with OMC 5.82.040(G)(6), the tenant may request, in writing, that the landlord provide relocation assistance.
- B. If requested by the tenant, within 31 calendar days of receiving the request for relocation assistance, the landlord shall pay to the tenant relocation assistance equivalent to:
- 1. Two times the tenant's existing monthly rent if the rent increase is more than five percent but less than 10 percent.
  - 2. Three times the tenant's existing monthly rent if the rent increase is 10 percent or more.
- C. The requirements of this section apply per rental unit, not per individual tenant.
- D. Return of Relocation Assistance.
- 1. If the tenant receives timely relocation assistance as provided for under this chapter, the tenant may relocate at any time during the remainder of the tenancy prior to the effective date of the rent increase, if they provide at least 20 days' written notice and pay any rent owing until they vacate the unit. When a tenant vacates a rental unit under this section, the tenant owes rent prorated to the date the tenant vacates the unit.
  - 2. At the conclusion of this relocation period, if the tenant remains in the rental unit until the effective date of the rent increase, the tenant is obligated to pay the increased rent in accordance with the increase notice for the duration of the tenant's occupancy of the rental unit and to repay any relocation assistance provided to the tenant.
- E. Notice to the City.

A Landlord shall provide notice to the City of Olympia of:

1. Any request for relocation assistance, within 30 days of receipt of such notice; and
2. Any payment of relocation assistance within 30 days of making such payment.

F. Exceptions.

1. The Economic Displacement Relocation Assistance provisions do not apply to any of the following:
  - a. A landlord and tenant living on the same site if the site has only one rental unit;
  - b. A landlord and tenant living together in the same single-family dwelling where the tenant shares the dwelling with the owner;
  - c. Tenants who have lived in the rental unit for less than six months;
  - d. Living arrangements exempted under RCW 59.18.040;
  - e. Transient dwelling, as defined in OMC 18.02.180, which includes a short-term rental;
  - f. An assisted living dwelling defined in OMC 18.02.180.
  - g. A shelter, as defined in OMC 5.82.020(u).
  - e-h. A rental agreement which governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program.

**5.82.050 Pet Damage Deposits**

- A. Except as provided in subsection B of this section, a landlord may require payment of a pet damage deposit that may not exceed 25 percent of one month's rent, regardless of the time when the pet damage deposit is paid.
- B. Exceptions
  1. A landlord may not require a pet damage deposit for an animal that serves as an assistance animal for the tenant. This prohibition does not prohibit a landlord from bringing an action for damages resulting from damage to the landlord's property caused by the tenant's assistance animal. For purposes of this subsection, "assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability.
  2. A landlord may not charge a pet damage deposit in that type of subsidized housing where the amount of rent is set based on the income of the tenant. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program.
- C. If the tenant's pet's occupancy begins at the beginning of tenancy, the amount of the pet damage deposit must be specified in a rental agreement. If the tenant's pet's occupancy begins after the beginning of the tenancy, the amount of the pet damage deposit must be specified in an addendum to the rental agreement. The tenant may elect to pay the pet damage deposit in three consecutive, equal monthly installments that begin when the tenant's pet first occupies the rental unit or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule must be described in the rental agreement.



- D. A landlord may not keep any portion of the pet damage deposit for damage that was not caused by a pet for which the tenant is responsible. Not later than 30 days from the end of the tenancy, consistent with RCW 59.18.280(1)(a), the landlord shall return to the tenant any portion of the pet damage deposit not applied to the costs of remediating damage caused by a pet for which the tenant is responsible, or the landlord shall provide to the tenant an itemized list of damages if a portion or the entirety of the deposit is retained for damage caused by a pet for which the tenant is responsible.
- E. Other than the pet damage deposit authorized by subsection A of this section, a landlord may not charge the tenant any fee for keeping a pet.

**5.82.060 Limits to Move-in Fees**

~~A refundable security deposit or last month's rent may be charged by a landlord before a tenant takes possession of a rental unit. Landlords are prohibited from charging tenants any other non-refundable fees or one-time fees at the beginning of the tenancy, including a fee to hold a rental unit prior to the tenant taking possession. The amount of the refundable security deposit or last month's rent may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program. A landlord is prohibited from charging or accepting any move in fee in excess of that allowed in this section. Nothing in this section prohibits a landlord from charging a pet damage deposit, as allowed in OMC 5.82.050.~~

- A. A landlord may not charge a tenant excessive fees, fees for anticipated landlord expenses, and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement. All required rent, fees, and charges must be identified in writing to a tenant prior to application. A landlord may require only the following types of fees:
  - 1. Applicant screening charges, pursuant to RCW 59.18.257;
  - 2. A refundable security deposit or last month's rent to secure possession of a rental unit, which may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program;
  - 3. Refundable pet damage deposits, pursuant to OMC 5.82.050;
  - 4. Utilities or utility-related charges, provided that the landlord provides a clear accounting or methodology for utility charges if not based on tenant usage;
  - 5. Late charges or fees for late payment of rent (not to exceed \$10.00 per month); and
  - 6. Fees to reimburse a landlord expense, which must be substantiated by the landlord pursuant to the requirements in RCW 59.18.280, including:
    - a. Repair of damages to the rental unit or rental property or replacement of fixtures in the rental unit, as allowable under RCW 59.18.180(1) and RCW 59.18.280;
    - b. Improvements, amenities, or other services that are requested by the tenant and that are not required of the landlord by the rental agreement or by RCW 59.18.060;
    - c. Dishonored checks.
    - d. Costs to re-rent a rental unit as allowable under RCW 59.18.310 after a tenant abandons the unit and as authorized by OMC 5.82.030(E).

B. Nothing prohibits a landlord from offering one or more nonessential services, but a tenant must be allowed to opt out of such service(s) and any associated fee(s), if the tenant chooses to not participate. For the purposes of this subsection, "nonessential services" means a third-party service offered by the landlord to the tenant at the tenant's cost where a viable alternative is available, but does not include a duty required to be provided by a landlord pursuant to RCW 59.18.060 or utilities that are required by the lease agreement to be paid by the tenant.

A.C. A landlord is permitted to pursue arbitration fees, reasonable attorneys' fees, and court costs, as authorized by RCW 59.18 and RCW 59.12.

### **5.82.070 Registration of Rental Units**

A. Registration required for rental units.

1. Any person who makes available for rent, or rents, any rental unit not exempt under subsection B of this section shall, prior to making such unit available for rent or renting such unit, register the rental unit with the City, and shall maintain the registration throughout the term of the rental of such unit.
2. A residential rental housing registration is good for one calendar year and expires on December 31st of the calendar year of registration or renewal.
3. The residential rental housing registration for a rental unit is transferable to any person who acquires ownership of a registered rental unit for the unexpired portion of the one-year term for which it was issued.

B. Exempt rental units. This section does not apply to the following types of rental units:

1. A unit within an owner-occupied single-family dwelling where the tenant shares the dwelling with the owner;
- 1.2. A rental unit occupied by a property owner's immediate family member. The property owner shall submit a completed declaration on a form provided by the City to qualify for this exemption. The City may revoke the exemption if the tenant submits a complaint to the City alleging any municipal code violation or violations at the rental property or of conditions at the rental property that endanger or impair the health or safety of a tenant;
- 2.3. A unit not available for rent; provided that a unit must be registered under this section before being made available for rent or rented;
- 3.4. An owner-occupied mobile home or manufactured home, both as defined in Chapter 59.20 RCW;
- 4.5. A living arrangement exempted under RCW 59.18.040;
- 5.6. A transient dwelling as defined in OMC 18.02.180, which includes a short-term rental;
- 6.7. An assisted living dwelling defined in OMC 18.02.180- , with the exception of Permanent Supportive Housing.

C. Application. A landlord registering a rental unit or units pursuant to this section shall follow the process and shall utilize the form established by the City. The landlord shall pay the required registration fee, submit a declaration of compliance and such other information as required by the City, and shall provide a mailing address to which the City will send any notice required under this Chapter.

D. Renewal. A landlord shall renew a residential rental registration for the ensuing year on or before the date of the expiration of the current registration by submitting a renewal application on a form and through a process established by the City, updating the information contained in the original application as necessary, and paying the required annual registration fee.

- E. Landlord shall provide and update mailing address. Each landlord registering a rental unit or units under this section or renewing a registration shall provide the City with a mailing address and shall notify the City of any change in the landlord's mailing address. Any notice required to be provided to a landlord or rental property owner by the City that the City mails to the address provided through the registration or renewal process must be deemed received three days after mailing.
- F. Posting of program information. At each rental unit registered under this section, or in a common area of the rental property, the landlord shall post information regarding the City's rental housing and safety inspection program; provided, that the City may establish one or more alternative or additional methods for conveying the information to tenants. Upon request by a landlord, the City shall provide a form with the information required in this subsection.
- G. Fees Established. A landlord of a rental unit subject to the registration requirements under this section shall pay an annual registration fee of \$35 per rental housing unit. An affordable housing provider may request an exemption from registration fees and the City may grant such a request at its discretion.
- H. Penalty. Any person who fails to properly register any rental unit or fails to submit the required documentation for renewal of such registration on or prior to the expiration date of the registration is in violation of this chapter and is subject to the penalty provisions of OMC 5.82.130.

**5.82.080 Business License Required for Rental Housing Units.**

- A. Unless exempt under subsection B below, each and every person making available for rent or renting one or more rental units within the City limits shall, in accordance with Chapter 5.02 OMC, obtain and maintain a business license. One business license covers all of a person's rental units within the City; however a separate business license is required for any other business operated by such person, in accordance with OMC 5.02.005.
- B. Exemptions. A landlord is exempt from the requirement to obtain a business license under this section if the landlord rents only the following types of rental units:
  - 1. A single rental unit located on the same property as an owner-occupied residence;
  - 2. Rental units exempt from the residential rental housing registration requirements under OMC 5.82.070(B). The operation of dwelling or lodging types that do not fall under this Chapter, such as hotels, motels, short-term rentals, shelters, transitional housing, and housing accommodations at an institution, may require an Olympia business license under a different Olympia Municipal Code provision.
- C. Certificate of compliance. As a condition of the issuance or renewal of a business license, a landlord shall, prior to the renewal of the business license, possess a certificate of compliance issued by the City, certifying that each rental unit made available for rent or rented by the landlord has been inspected as required by OMC 5.82.090.
- D. Declaration of compliance. As a condition of the issuance or renewal of a business license, a landlord shall, prior to the issuance of the business license, provide to the City a valid declaration of compliance declaring that each rental unit made available for rent or rented by the landlord complies with the requirements of this Chapter and RCW Chapter 59.18 and that there are no conditions present in the rental unit or units that endanger or impair the health or safety of any tenant.
- E. Denial, suspension, or revocation of license – Appeal
  - 1. Denial or revocation of business license. A landlord may be denied a business license, or a landlord's business license may be suspended or revoked, for any of the following reasons:

- a. The landlord fails to obtain a certificate of compliance as required by this section;
  - b. The certificate of compliance or business license was procured by fraud or false representation of fact;
  - c. The landlord has failed or fails to comply with any of the provisions of this Chapter;
  - d. The landlord fails to pay any fee due to the City under this Chapter;
  - e. The landlord's rental unit or units is subject to a notice of violation for a municipal code violation which has been deemed committed or found to have been committed;
  - f. Any reason set forth in OMC 5.02.050.
2. Process – Appeal. The denial, suspension, or revocation of a landlord's business license must comply with the business license denial, suspension, or revocation procedures set forth in Chapter 5.02.050 OMC. A landlord may appeal the denial, suspension, or revocation of a business license as provided in OMC 5.02.060.
  3. Reinstatement of business license. If a landlord's business license is suspended or revoked, or an application for a license is denied, the City may grant the landlord a business license only after:
    - a. Any and all deficiencies on which the denial, suspension, or revocation was based have been corrected;
    - b. In the event an inspection has been required, an inspection has been completed and the landlord has provided to the City a valid certificate of inspection that meets the requirements of this Chapter;
    - c. The landlord pays the registration and license fee as set forth in this Code; and
    - d. The landlord reimburses the City in full for any applicable tenant relocation assistance costs under OMC 5.82.090 and RCW 59.18.085 paid by the City on the Landlord's behalf.
- F. Penalty for not obtaining license. In addition to the penalties set forth in Chapter 5.02 OMC, a landlord who makes available for rent or rents a rental unit without having a valid and current business license is in violation of this Chapter and is subject to the penalty provision of OMC 5.83.130, below.

### **5.82.090 Periodic Inspections Required for Rental Properties**

- A. Inspection and certificate of inspection required.
  1. Unless exempt under subsection B(1) below, each and every rental property in the City must be inspected at least once every five years by a qualified rental housing inspector and a certificate of inspection, reflecting the completed inspection, must be provided to the City. A required inspection is complete only after a qualified rental housing inspector has performed an in-person inspection as required by this section and has issued a certificate of inspection on the form provided by the City and the certificate of inspection is received by the City.
  2. Nothing in this section precludes inspection of a rental property or one or more units thereof under RCW 59.18.115, RCW 59.18.150, or other applicable law, pursuant to a valid search warrant, or at the request or consent of a tenant.
- B. Exemptions; certain inspection reports accepted in lieu of certificate of inspection.
  1. The following rental properties are exempt from the inspection requirements of this section:

- a. A rental property consisting of a single rental unit located on the same property as an owner-occupied residence.
  - b. A rental property consisting only of a rental unit or units exempt from the residential rental housing registration requirements of OMC 5.82.070(B).
  - c. A rental property that received a certificate of occupancy within the previous 10 years and for which the City has not during that period received any report of any municipal code violation or violations at the rental property or of conditions at the rental property that endanger or impair the health or safety of a tenant.
2. In lieu of a certificate of inspection provided by a qualified rental housing inspector following an inspection under this section, the City may accept an alternate inspection report from an affordable housing provider that is required to complete a periodic inspection if the report reflects that inspection performed was substantially equivalent to the City's inspection standards. This includes an inspection report for a privately owned rental housing property rented to a voucher recipient if the rental property has passed inspection by Housing Authority of Thurston County.
- C. City Administration.
1. The City shall create and make available a rental unit inspection checklist to be utilized by qualified rental housing inspectors conducting inspections of a rental properties under this section. The checklist must consist, at a minimum, of a number of health and safety elements, and such other elements as the City may elect to include, that a rental unit subject to inspection either meets or fails.
  2. The City shall create and make available a certificate of inspection form to be used by a qualified rental housing inspector in conducting an inspection of rental properties under this section.
  3. The City shall create and make available a notice of failed inspection form to be used by a qualified rental housing inspector in conducting an inspection of rental properties under this section.
  4. The City shall create and make available a tenant notice form to be utilized by rental property owners in informing tenants of the impending inspection of a rental property and individual rental units, as required by RCW 59.18.125(7)(a) and subsection E(2), below. Such notice must comply with RCW 59.18.125(7)(a) and must state that a tenant with a disability who may be negatively affected by entry into their rental unit by the inspector may request a reasonable accommodation by the City, including the City selecting an alternate unit for inspection.
  5. The City shall determine the methodology for selecting which units within a rental property are subject to inspection under subsections D(2) and (3), below, and for each rental property subject to a periodic inspection, shall select units for inspection using such methodology and inform the rental property owner and the inspector of the rental units selected for inspection.
  6. By December 1 of the year before a rental property's inspection must be completed, the City shall mail a notice to the rental property owner informing the owner that the inspection under this section must be completed in the coming calendar year and identifying those rental units at the rental property that are subject to inspection. The City shall mail such notice to the rental property owner at the address provided on the rental property owner's registration under OMC 5.82.070.
- D. Rental units subject to inspection.
1. Except as provided in subsections 4 and 5 below, for a rental property consisting of one to four rental units, one rental unit may be selected by the City for inspection.

2. Except as provided in subsections 4 and 5 below, for a rental property consisting of between five and 20 rental units, no more than 20 percent, rounded up to the next whole number, of the rental units, up to a maximum of four units, may be selected by the City for inspection.
3. Except as provided in subsections 4 and 5 below, for a rental property consisting of 21 or more rental units, no more than 20 percent, rounded up to the next whole number, of the rental units, up to a maximum of 50 units, may be selected by the City for inspection.
4. If one or more units on a rental property selected for inspection by the City fail inspection, the City may require up to 100 percent of the units on the rental property be inspected.
5. If the City has, since the last required inspection, received one or more reports of a municipal code violation at the rental property or conditions at the rental property that endanger or impair the health or safety of a tenant, the City may require 100 percent of the units on the rental property be inspected.

E. Conduct of Inspection of Rental Property.

1. After receiving notice from the City that a rental property is due for inspection under this section, a rental property owner shall arrange with a qualified rental housing inspector to perform, at a particular date and time, the inspection of the unit or units identified by the City as subject to inspection. The inspection must be conducted at the rental property owner's expense, except as provided in subsection 7, below.
2. Not more than 60 nor fewer than 30 days prior to the date set for the inspection, the rental property owner shall provide notice to each tenant of the rental property of the impending inspection, using the form created by the City, completed by the rental property owner with all required information. The rental property owner shall provide a copy of the notice to the inspector upon request on the day of inspection.
3. The qualified rental housing inspector shall conduct an in-person inspection of the rental unit or units selected by the City for inspection. The rental property owner shall allow the inspector to access the rental property and shall, under the authority of RCW 59.18.150, facilitate the inspector's access to each rental unit subject to inspection, including providing the notice required in subsection 2, above.
4. In conducting an inspection under this section, the inspector may only investigate a rental property as needed to provide a certificate of inspection under this section.
5. In conducting an inspection under this section, the inspector shall utilize the checklist developed by the City, inspecting the unit or units subject to inspection to determine if the unit meets or fails to meet each element listed on the checklist. If any rental unit fails to meet any element of the checklist, the rental property fails the inspection and a certificate of inspection for the rental property may not be issued.
6. Unless the rental property fails the inspection, the inspector shall, within 10 days of conducting an inspection of a rental property, issue a certificate of inspection on the form developed by the City and shall provide a copy of the certificate of inspection to the City and to the rental property owner.
7. If the rental property fails the inspection, the inspector shall, within 10 days of the inspection, provide the rental property owner and the City a notice of inspection failure. A rental property owner may appeal a failed inspection under subsection F, below.
8. The City may, at the City's discretion, provide City funding for an inspection of a rental property operated by an affordable housing provider.

- F. Appeal of failed inspection. If a rental property fails an inspection under this section, the rental property's owner may appeal such failure by submitting a written appeal notice to the City Manager. The appeal notice must be received by the City Manager within 14 days of issuance of the notice of failed inspection. The appeal notice must identify the rental property subject to the notice of failed inspection, the name of the rental property's owner, and must state with particularity the basis for the appeal. A copy of the notice of failed inspection must be provided to the City Manager along with the appeal notice. The City Manager, or designee, shall, within 30 days of receipt of the appeal, review the appeal and shall issue a written decision to uphold, modify, or reverse the failed inspection. The City Manager's or designee's decision is the final decision of the City.
- G. Failure to complete inspection when required. If a rental property owner fails to complete an inspection of the rental property owner's rental property by the end of the calendar year in which the inspection is due, or if the rental property fails the inspection:
  - 1. The City shall mail a notice of non-compliance to the rental property owner.
  - 2. Upon receipt of a notice of non-compliance, a rental property owner shall, within 30 days, complete the required inspection and provide a certificate of inspection to the City or enter into a compliance agreement with the City.
  - 3. If, 30 days after receipt of a notice of non-compliance, a rental property owner has not completed the required inspection and provided a certificate of inspection to the City or has not entered into a compliance agreement with the City, or if at any time a property owner violates the terms of a compliance agreement with the City:
    - a. The rental property owner is in violation of this Chapter and is subject to the penalty provisions of OMC 5.82.130, below;
    - b. The City may declare the rental property or one or more units thereof, unlawful to occupy pursuant to RCW 59.18.085; after so declaring, the City shall mail written notice to the property owner and any and all affected tenants that the rental property or a unit or units have been declared unlawful to occupy;
    - c. The City may suspend or revoke the property owner's business license pursuant to OMC 5.02.050; and
    - d. The rental property owner shall pay for relocation assistance to each displaced tenant as provided in RCW 59.18.085, and, if the City pays for relocation assistance on behalf of the property owner, the property owner shall reimburse the City for all such amounts paid.

**5.82.100 Prohibition on Passing Charges to a Tenant to Comply with a Program.**

A landlord may not pass on to the tenant any costs incurred by the landlord in complying with this Chapter including: inspection fees, registration fees, business license fees, and repairs not related to damages caused by the tenant.

**5.82.110 Rent Increases Prohibited if Rental Unit has Defective Condition.**

- A. A landlord may not increase the rent charged to a tenant by any amount if the rental unit has one or more defective conditions making the rental unit uninhabitable, if a tenant's request for repair to make the rental unit habitable has not been completed, or if the rental unit is otherwise in violation of RCW 59.18.060. If the tenant believes the rental unit has one or more defective conditions making the unit uninhabitable or violates RCW 59.18.060, the tenant may notify the landlord in writing as required by RCW 59.18.070, specifying the premises involved; the owner's name, if known; and the defective condition before the effective date listed in the notice of rent increase.

- B. A landlord may not increase rent on any unit in a rental property if the rental property owner has not completed inspection of the rental property as required in OMC 5.82.090, or if the rental property has failed inspection under that section.

**5.82.120 Relocation Assistance for tenants of condemned rental units or units determined to be unlawful to occupy.**

The purpose of this section is to establish, pursuant to RCW 59.18.085, a relocation assistance program for tenants whose rental units have been condemned or determined unlawful to occupy by the City.

- A. A landlord shall pay relocation assistance to the landlord's tenant pursuant to this section and RCW 59.18.085 when the tenant's rental unit has been condemned by the City or determined by the City to be unlawful to occupy.
- B. Notice. At the time the City notifies a landlord that a rental unit owned or managed by the landlord has been condemned or determined to be unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, the City will also notify both the landlord and the tenant(s) that the tenant(s) may be entitled to relocation assistance from the landlord under this section and RCW 59.18.085.
- C. Advancement of relocation assistance by the City. If the City determines that a tenant(s) is entitled to relocation assistance under this section and RCW 59.18.085, and the landlord has failed to provide the tenant(s) with relocation assistance within seven days of the City notifying the landlord of the condemnation or determination of unlawful to occupy, the City may advance the cost of relocation assistance to the tenant(s). The amount of relocation assistance advanced per rental unit may be no more than \$2,000, or three times the monthly rent, whichever is greater.
- D. Reimbursement to the City. The landlord shall reimburse the City the relocation assistance advanced by the City to the tenant(s) within 60 days from the date that the City first advanced said funds.
- E. Penalty. If a landlord fails to repay the City for the advanced relocation assistance within 60 days, the City shall, pursuant to RCW 59.18.085(f), assess civil penalties in the amount of \$50 per day for each displaced tenant. In addition, if the City has advanced relocation assistance to a tenant entitled to such assistance under this section or RCW 59.18.085, and if the landlord fails to reimburse the City as required by this section, interest on such amount accrues at the maximum legal rate of interest permitted under RCW 19.52.020, commencing 30 days after the date the City first advanced relocation assistance funds to the displaced tenant(s). The City is also entitled to attorney's fees and costs arising from any legal action taken to recover unpaid relocation assistance, penalties, and interest.
- G. Exemptions. A landlord is exempt from payment or reimbursement to the City of relocation assistance if the landlord demonstrates by a preponderance of the evidence within seven days of the City sending notice of the condemnation or determination of unlawful to occupy that the condition(s) causing the dwelling to be condemned or unlawful to occupy was directly caused by:
1. a tenant's or any third party's illegal conduct without the landlord's prior knowledge;
  2. a natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or
  3. the acquisition of the property by eminent domain.

**5.82.130 Relocation Assistance for Low-Income Tenants Displaced by demolition, substantial rehabilitation, or change of use of rental units.**

The purpose of this section is to establish, pursuant to RCW 59.18.440, a tenant relocation assistance program for low-income tenants who are displaced when a rental property or rental unit is demolished, substantially rehabilitated, or upon the change of use of such property or rental unit. For purposes of this



section, "low income" means total combined income per rental unit is at or below 50 percent of the median income, adjusted for family size, in Thurston County, Washington.

- A. A landlord shall pay relocation assistance to a low-income tenant(s) if the tenant(s) is displaced as the result of: demolition, substantial rehabilitation, or change of use of the property or rental unit.
- B. Exemptions. This section does not apply (except as otherwise expressly required by state or federal law) to low-income tenants who are displaced due to the following circumstances or from the following housing types:
1. Any rental unit demolished or vacated because of
    - a. a tenant's or any third party's illegal conduct without the landlord's prior knowledge;
    - b. natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or
    - c. the acquisition of the property by eminent domain.
  2. Any rental unit ordered vacated or demolished because of damage within the landlord's control where relocation assistance under OMC 5.82.120 and RCW 59.18.085 applies;
  3. An owner-occupied mobile home or manufactured home, both as defined in Chapter 59.20 RCW;
  4. A living arrangement exempted under RCW 59.18.040;
  5. A transient dwelling as defined in OMC 18.02.180, which includes a short-term rental;
  6. An assisted living dwelling defined in OMC 18.02.180.
  7. Any rental unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and
  8. A shelter, as defined in OMC 5.82.020(u).
  9. A landlord is not required to pay relocation assistance to:
    - a. A tenant who moves from a rental unit prior to the application by the owner of the rental unit for any governmental permit necessary for the demolition, substantial rehabilitation, or change of use of the rental unit;
    - b. A tenant who moves into a rental unit after application by the owner of the rental unit for any necessary governmental permit necessary for the demolition, substantial rehabilitation, or change of use of the rental unit, if the tenant receives, prior to taking possession of the rental unit, written notice from the property owner that specifically describes the activity or condition that may result in the tenant's temporary or permanent displacement and advises the tenant of the tenant's ineligibility for relocation assistance;
    - c. A tenant who moves into a rental unit after any required condominium conversion notification or filing, if the tenant receives, prior to taking possession of the rental unit, written notice from the property owner that specifically describes the activity or condition that may result in the tenant's temporary or permanent displacement and advises the tenant of the tenant's ineligibility for relocation assistance.
    - d. A tenant who is offered an opportunity to purchase their rental unit prior to conversion to a condominium, provided that the property owner enters into a relocation agreement with any tenant(s) who earns 50 percent of Area Median Income or below and who is unable or who does not wish to purchase their rental unit, and provided the property owner submits the relocation agreement to the

City for approval. The City may condition its approval of the relocation agreement on the property owner entering into a compliance agreement with the City.

- C. Notice to Tenants. When a tenant is to be displaced due to demolition, substantial rehabilitation, or change of use of the rental property or their rental unit, a landlord may only terminate the tenancy by providing a tenant with written notice at least 120 days before the end of the month or period of tenancy. The notice must include a Tenant Relocation Information packet that informs the tenant of their rights under this chapter, a tenant income verification form, and instructions that tenants must complete and return the form to the City within 30 days from the date that the notice was provided.
- D. Notice to City. Within 14 days of providing the tenant with the notice required by subsection C, above, including the Relocation Information Packet, the landlord shall provide the City with a list of names of the tenants listed in the lease agreement and number of rental units for the rental unit(s) subject to demolition, substantial rehabilitation, or change of use.
- E. Tenant eligibility for relocation assistance. Low-income tenants who are parties to a rental agreement for the rental unit are eligible for relocation assistance, but only if the tenant to be displaced resides in a rental unit at issue when the landlord delivers the notice required by subsection C, above and only if the tenant completes and provides to the City the tenant income verification form and is determined by the City to meet income eligibility requirements.
- F. Tenant income verification.
1. To be eligible for relocation assistance under this section, a tenant must complete and provide to the City, within 30 days from the date that the notice, as required in subsection C, above, was provided, the income verification form. To be complete, the tenant income verification form must include the names of all occupants of the rental unit, the total combined monthly and annual income of the occupants of the rental unit, the total combined income of the occupants for the current calendar year, and must be signed by the tenant. Any tenant who fails to return a completed tenant income verification form to the City within 30 days from the date that the notice required in subsection C, above, was provided is not eligible for relocation assistance unless the tenant has requested and received a written extension from the City.
  2. Based on the information contained in the complete tenant income verification form, the City determines which tenants qualify as low-income tenants and are therefore eligible to receive relocation assistance.
  3. Any tenant who fails or declines the opportunity to submit the tenant income verification form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, is not eligible for relocation assistance under this section.
- G. Relocation assistance verification. Within 30 days of the City's receipt of the completed tenant income verification forms from all tenants who are parties to a rental agreement in a rental unit, the City will mail to each rental unit household who submitted a complete tenant income verification form and to the landlord, at the address provided under OMC 5.82.070(E), a notice stating whether or not the rental unit household is eligible for relocation assistance.
- H. Appeal. Both the tenant and the owner may file an appeal of the City's determination of a tenant's eligibility for relocation assistance by submitting a written appeal notice to the City Manager. The appeal notice must be received by the City Manager within 14 days of City's issuance of the notice of eligibility for relocation assistance. The appeal notice must identify the rental property at issue, the rental unit at issue, the name of the rental property's owner, the name of the tenants who are parties to a rental agreement of the unit at issue and must state with particularity the basis for the appeal. A copy of the notice of eligibility determination for relocation assistance must be provided to the City Manager along with the appeal notice. The City Manager, or designee, shall, within 30 days of receipt of the appeal, review the appeal and shall

issue a written decision to uphold, modify, or reverse the City's determination. The City Manager's or designee's decision is the final decision of the City.

I. Relocation assistance payments.

1. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the City, may receive a total relocation assistance payment of \$2,000 for their eligible rental unit. The amount of relocation assistance is adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics for the Seattle-Tacoma-Bellevue area. The relocation assistance payment is in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.

2. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one-half the relocation assistance due to eligible tenants pursuant to this chapter.

3. Within 10 days after receipt by the owner of the notice of tenant eligibility, the landlord shall pay eligible tenants who will be displaced the landlord's portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment. Upon receipt of the owner's share of relocation assistance costs, the City will send the City's portion of relocation assistance payments to eligible tenants.

**5.82.140 Right to Install Cooling Devices**

A. A landlord may not prohibit a tenant from installing or using a portable cooling device (air conditioner or evaporative cooler) in a rental unit. A landlord may only prohibit or restrict a tenant from installing or using a portable cooling device if installation or use of the device would:

1. Violate building codes or state or federal law;
2. Violate the device manufacturer's written safety guidelines for the device;
3. Damage the premises or render the premises uninhabitable;
4. Require more amperage to power the device than power service to the building, rental unit, or circuit can accommodate;
5. Block a window that serves as the necessary egress (i.e. exit) from the rental unit;
6. Interfere with the tenant's ability to lock a window that is accessible from outside;
7. Damage or void the warranty of the window or frame, puncture the envelope of the building, or otherwise cause significant damages due to the use of brackets or other hardware required to securely fix the device;
8. Damage the rental unit or building because the device cannot be adequately drained; or
9. Risk the device falling.

B. A landlord may require portable cooling devices to be:

1. Installed or removed by the landlord or landlord's agent;
2. Subject to inspection or servicing by the landlord or landlord's agent; or
3. Removed from October 1 through April 30.

- C. A landlord may not enforce a restriction on portable cooling devices against a tenant allowed under this section unless the restrictions are in writing and delivered to the tenant.
- D. A landlord is immune from liability for any claim for damages, injury, or death caused by a portable cooling device installed by the tenant.
- E. A landlord who must limit portable cooling devices for a building under subsection (A)(4) of this section shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability. A landlord is not responsible for any interruption in electrical service that is not caused by the landlord, including interruptions caused by an electrical supply's inability to accommodate use of a portable cooling device.

#### **5.82.1520 Retaliation Prohibited.**

A landlord may not retaliate against a tenant for asserting tenant rights under the tenant protection provisions of this Chapter or any other applicable tenant protection law.

- A. It is a violation of this Chapter and a defense against eviction for a landlord to threaten, commence, or carry out retaliation, including a retaliatory eviction, based on the tenant having asserted rights and protections afforded by this Chapter or any other applicable tenant protection law.
- B. There is a rebuttable presumption that a landlord's action was retaliatory if the action occurred within 90 days of the tenant asserting a right or protection afforded by this Chapter or any other applicable tenant protection law.
- C. In addition to the definitions of retaliation provided in RCW 59.18.240, prohibited retaliatory actions under this section include:
  - 1. Rescinding an offer of lease renewal;
  - 2. Refusing to provide, accept, or approve a rental application or a rental agreement;
  - 3. Misrepresenting any material fact when providing a rental reference about a tenant; and
  - 4. Threatening to allege to a government agency that a tenant or prospective tenant, or a family member of a tenant or prospective tenant, is not lawfully in the United States.
- D. A landlord who retaliates against a tenant for asserting rights or protections afforded by this Chapter or any other applicable tenant protection law is in violation of this Chapter and is liable to the tenant and is subject to the remedies and penalties under OMC 5.82.130.

#### **5.82.1630 Violations**

- A. Any tenant claiming injury from any violation of this chapter may bring an action in Thurston County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter and is entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief.
- B. A landlord who violates this Chapter is liable to the tenant in an action brought by the tenant under subsection A, above, for: (1) any actual damages incurred by the tenant as a result of the landlord's or owner's violation or violations of this chapter; (2) double the amount of any security deposit unlawfully charged or withheld by the landlord; (3) reasonable attorney fees and costs incurred by the tenant in bring such action.
- C. A landlord's failure to comply with any of the provisions of this chapter is a defense in any legal action brought by the landlord to recover possession of the rental unit.

- D. A landlord’s failure to comply with any of the provisions of this chapter may result in denial, suspension, or revocation of a business license, as provided in OMC 5.82.080.
- E. A landlord or rental property owner who violates any provision of this Chapter commits a civil infraction or infractions and is subject to a fine or fines as set forth below. Each day a landlord or rental property owner is in violation of any provision of this Chapter constitutes a separate violation.
  - 1. First offense: Class 3 (\$50), not including statutory assessments.
  - 2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
  - 3. Three or more offenses arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.
- F. The penalties imposed in this Chapter are not exclusive when the acts or omissions constitute a violation of another chapter of the Olympia Municipal Code. In addition to all other penalties, remedies, or other enforcement measures established within this Chapter, or as otherwise provided by law, any act or omission that constitutes a violation of this Chapter may be subject to penalties and enforcement provisions as provided by other provisions of the Olympia Municipal Code, and such penalties and enforcement provisions may be imposed as set forth in such provisions. The exercise of one remedy does not foreclose use of another. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity.

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 3. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances remain unaffected.

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

**Section 5. Effective Date.** This Ordinance takes effect 30 after passage and publication, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



# Renter Protections Ordinance

# Background on Challenges

**53%**  
renters

**54%**  
cost  
burdened  
renters

**20%**  
cost  
burdened  
homeowners

**\$49,357**  
Renter  
Median  
Income

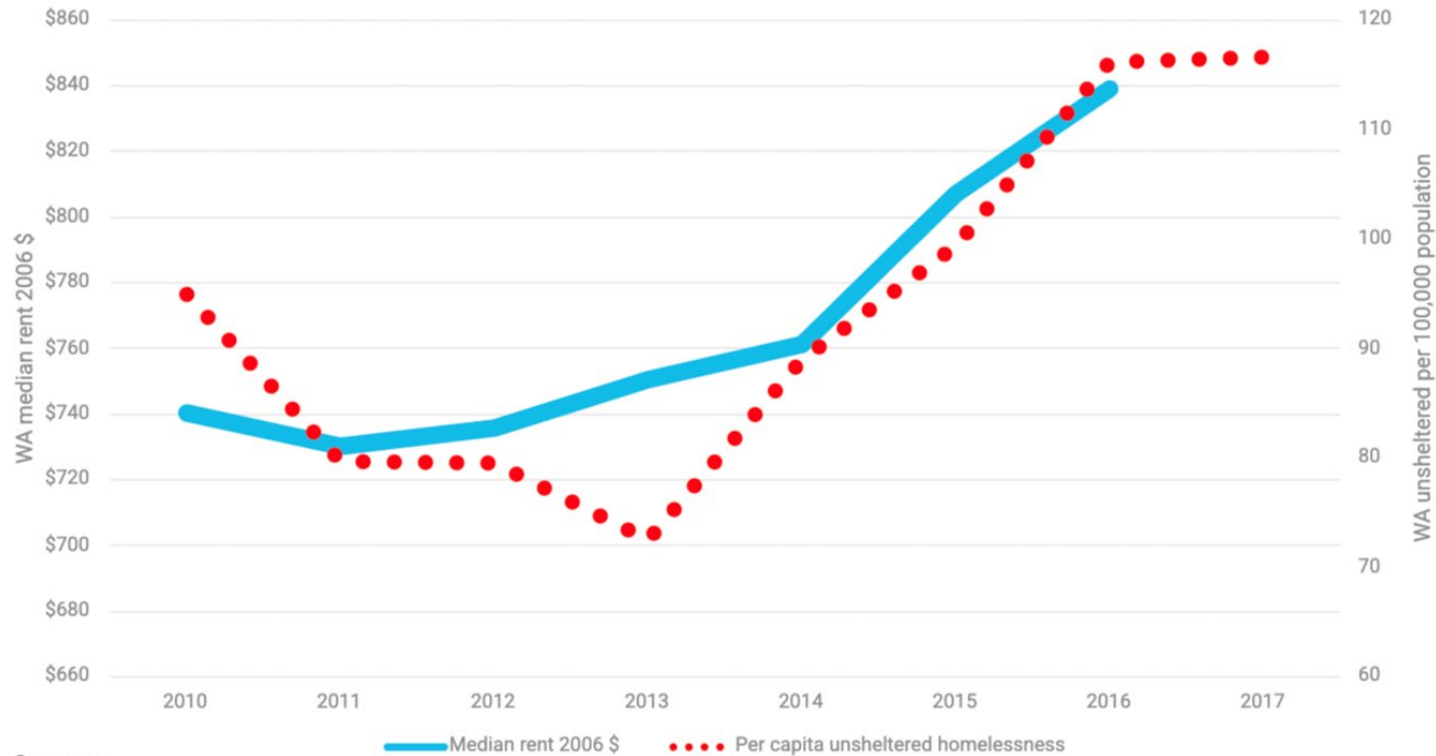
**\$106,650**  
Homeowner  
Median  
Income

**77**  
Hours per  
week

**\$1,437**  
Median  
monthly rent

**\$1,680**  
Median  
monthly  
mortgage

# Background on challenges



Sources:  
 Rent: U.S. Census Bureau American Community Survey one-year estimates for Washington State, B25058, inflation adjusted using Bureau of Labor Statistics CPI-U  
 Homelessness: WA point in time count, adjusted by : U.S. Census Bureau American Community Survey one-year population estimate for Washington State  
 1 - Journal of Urban Affairs, *New Perspectives on Community-Level Determinants of Homelessness*, 2012  
 2 - Dynamics of homelessness in urban America, arXiv:1707.09380

Source: Washington State Department of Commerce

Every \$100 increase in median rent is associated with a 9% increase in the estimated homelessness rate

Source: U.S. GAO

Just over half of respondents said they are currently behind on rent.



August 2023 Thurston County Public Health & Social Services survey



# Development of Proposed Changes

## **Public engagement**

- Renter protections engagement (2021-2022)
- Assessment of Fair Housing (2022-2023)

## **Committee work**

- Land Use & Environment Committee meetings
  - Council work session (August 2023)
-

# Alignment with workplans

## **Olympia Housing Action Plan**

- Provide displaced tenants with relocation assistance
- Make it easier for households to access housing and stay housed
- Identify and implement appropriate tenant protections that improve household stability
- Fund Housing Navigators to assist households, renters, homeowners, and landlords with housing issues
- Enhance enforcement of property maintenance codes to keep housing in good repair

## **Thurston County Homeless Crisis Response Plan**

- Ensure that when tenants are asked to relocate that they are supported in that transition in order to prevent households falling into homelessness
- Enact and implement tenant protection laws and fund enforcement
- Keep currently housed individuals and families in their housing by addressing housing quality issues as they rise

## **Thurston County Assessment of Fair Housing**

- Improve environmental health in housing units
- Reduce barriers to accessing housing
- Explore options for tenant relocation assistance

# Relocation Assistance

## **RCW 59.18.085**

Relocation assistance may be required to be paid by the landlord if the unit is condemned or deemed unlawful to occupy by government entity.

## **RCW 59.18.440**

Cities may require payment of relocation assistance to a low-income tenant (below 50% AMI) if their unit is demolished, substantially rehabilitated, or the use changes. The funds may be paid by City and can be cost shared with landlord (up to 50%).

# Economic Displacement Relocation Assistance

- Landlords must provide notice to tenants of their right to relocation assistance when increasing the rent by more than 5%
  - Tenant requests relocation assistance within 45 days of notice
  - Landlord pays relocation assistance within 31 days of receiving tenant request
  - Tenant must repay relocation assistance and new rental amount if they decide not to move out
  - Amount:
    - Two times the monthly rent if the increase is more than 5%, but less than 10%
    - Three times the monthly rent if the increase is 10% or more
-

# Limits to fees

## Permissible fees may include:

- Late fee (\$10 per month)
- Fees for damages or actual costs incurred by landlord (including damage to a unit, dishonored checks, improvements requested by the tenant)
- Application/screening fee (only actual costs, as outlined in state law)
- Allowable deposits and pet deposits

04/14/2021	Tenant Charge - Due to 2nd inspection because of rule/lease violation	50.00
04/20/2021	Maintenance/Repair - labor to install new smoke alarm	23.22
04/20/2021	Supplies-Building - New smoke alarm	34.55
05/13/2021	Maintenance/Repair - repairs to items damaged by tenants	2,262.00
06/07/2021	Tenant Charge Due to 2nd inspection because of rule/lease violation	50.00
07/09/2021	Legal Service Fee 10 Day Notice	75.00
08/19/2021	Legal Service Fee - 10 day notice due to rule/lease violation	75.00
09/10/2021	Tenant Charge - Due to 3rd inspection scheduled- not home and lock changed.	50.00
10/20/2021	Legal Service Fee - 10 day notice fee	75.00
11/05/2021	Legal Service Fee 10 Day Notice for rule/lease violations	75.00
12/01/2021	Rent December 2021	970.00
01/01/2022	Rent - January 2022	970.00
01/07/2022	██████ Late Fees - Late Fee for Jan 2022	75.00
02/01/2022	Rent - February 2022	970.00
02/07/2022	██████ Late Fees Late Fee for Feb 2022	75.00
03/01/2022	Rent - March 2022	970.00
03/07/2022	██████ Late Fees - Late Fee for Mar 2022	75.00

# Right to install cooling devices

Oregon State sample policy

Landlords may require some parameters, such as removal of units during winter months and using the landlord's agent to properly install the units

Olympia's extreme hot weather days (above 90°F) are projected to increase up to 24 additional days per year by 2030-2059

# Ability to break lease after notice of rent increase of 5% or more

Amends existing Olympia Municipal Code that requires 120 days' notice for rent increases over 5% and 180 days' notice for rent increases of 10% or more

# Exemptions for families

Exemption from the rental registry, licensing, and inspection requirements for property owners who are renting to immediate family members



# Public hearing & comments

## **General Themes:**

- Increased regulations could decrease supply of locally owned properties
- Small, local landlords have more flexible screening criteria and increase rents to cover increasing property costs
- Property owners view problem as a housing supply issue and need for more subsidies for lowest income residents
- Wages are not keeping pace with rising housing costs
- Olympia renters are being displaced by rising costs, with many moving out of the area, staying in their cars, or doubling up
- Stable housing is a public health issue which has ripple effects in our community

**Specific concerns from landlords about proposed amendments:** late fee is too low, breaking lease early impacts stability and planning, do not feel that relocation assistance for rent increases should be landlord's responsibility

**Support from tenants and tenant advocacy groups:** Olympia For All coalition of 12+ organizations, letter of support from Thurston County Board of County Commissioners



Questions?

Christa Lenssen

[clenssen@ci.olympia.wa.us](mailto:clenssen@ci.olympia.wa.us)



## City Council

### Approval of an Ordinance Amending Ordinance 7382 (First Quarter Budget Amendment)

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.H  
**File Number:**24-0282

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

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**Title**

Approval of an Ordinance Amending Ordinance 7382 (First Quarter Budget Amendment)

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to adopt the proposed ordinance amending Ordinance 7382 (First Quarter Budget Amendment) on second reading.

**Report**

**Issue:**

Whether to amend Ordinance 7382 (First Quarter Budget Amendment) on on second reading.

**Staff Contact:**

Joan Lutz, Budget & Fiscal Manager, Finance Department, 360.753.8760

**Presenter(s):**

Consent Calendar Item.

**Background and Analysis:**

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

The attached ordinance includes recommended amendments to the 2024 Operating Funds, Special Funds and Capital Funds for Department requested carry-forward appropriations and Department requests for budget amendments for the first quarter in 2024 and include an additional FTE.

1. Department requested carry-forward appropriations include requests representing 2023 obligations for purchase orders and contracts not completed in 2023 as well as capital project related appropriations. The appropriation requests total \$19,205,744.

2. Department requests for budget amendments for First Quarter in 2024 represents new budget adjustments and associated transfers requested by departments. The appropriation requests total \$886,390.

Department requests for budget amendments for the First Quarter of 2024 are specified in Exhibit B and C of the attached Ordinance.

**Climate Analysis:**

This agenda item is expected to result in no additional impact to greenhouse gas emissions.

**Equity Analysis:**

One of the goals of the City's budget process is to ensure that city services are provided equitably to our residents and business communities, as well as the greater Olympia community. The agenda item is not expected to further impact known disparities in our community.

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

Members of the community may have an interest in this agenda item as it deals with City finances and fiscal governance.

**Financial Impact:**

Increase in appropriations of \$20,092,134. Funding sources are noted in Exhibit B of the

**Options:**

1. Approve ordinance amending ordinance 7382. 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.
3. Take other action.

**Attachments:**

Ordinance

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE CONSOLIDATING BUDGET ADJUSTMENTS MADE BETWEEN JANUARY 1, 2024, AND MARCH 31, 2024, REFLECTING A TOTAL BUDGET INCREASE ADJUSTMENT OF \$20,092,134 AND AMENDING ORDINANCE NO. 7382**

**WHEREAS**, the Olympia City Council adopted the 2024 Operating, Special Funds and Capital Budgets and 2024-2029 Capital Facilities Plan (CFP) by passing Ordinance No. 7382 on December 19, 2023; and

**WHEREAS**, throughout the year, budget updates are required to recognize changes relating to adopted budget expense authority; and

**WHEREAS**, 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; and

**WHEREAS**, the following changes need to be made to Ordinance No. 7382;

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

**Section 1.** The 2024 annual budget is amended to include necessary budget adjustments for the first quarter of 2024 from January 1 to March 31, as summarized and set forth in Exhibit “A” and Exhibit “B” which are attached and incorporated into this Ordinance. Except as amended by this Ordinance, all terms and provisions of the 2024 annual budget Ordinance No. 7382 shall remain unchanged.

**Section 2.** The 2024 FTE is amended to include necessary FTE increases for the first quarter of 2024 from January 1 through March 31, as summarized and set forth in Exhibit “C” which is attached and incorporated into this Ordinance.

**Section 3.** The Director of Finance is hereby authorized to bring forward into fiscal year 2023 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years’ capital budgets.

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

**Section 6. Effective Date.** This Ordinance shall take effect five (5) days after passage and publication, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**

**EXHIBIT A**  
**City of Olympia, WA**  
**First Quarter Expenditure Budget Adjustment Ordinance**  
**January 1, 2024, through March 31, 2024**

<b>Fund Title:</b>	<b>Previously Approved</b>	<b>Adjustment Requested</b>	<b>Total Adjusted Budget</b>
FND_001 GENERAL FUND	\$113,080,843	\$ 1,034,111	\$114,114,954
FND_006 DEVELOPMENT FEE REVENUE	8,187,417	175,000	8,362,417
FND_025 WASH CENTER MAINTENANCE	378,606	24,000	402,606
FND_026 MUNICIPAL ARTS FUND	73,104	34,750	107,854
FND_138 TRANSPORTATION BENEFIT DISTRICT	1,750,000	100,000	1,850,000
FND_317 CAPITAL IMPROVEMENTS FUND	397,208	51,120	448,328
FND_318 HOME FUND CAPITAL	2,035,061	16,427	2,051,488
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	10,799,172	675,812	11,474,984
FND_340 PARKS CAPITAL IMPROVEMENT FUND	15,657,000	(26,418)	15,630,582
FND_401 DRINKING WATER UTILITY OPERATING	15,743,471	20,173	15,763,644
FND_402 WASTEWATER UTILITY OPERATING	25221641	20,173	25,241,814
FND_404 STORMWATER AND SURFACE WATER OPERATING	7,758,076	177,150	7,935,226
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	5,898,000	6,235,894	12,133,894
FND_462 WASTEWATER CAPITAL IMPROVEMENT	7,220,901	4,760,424	11,981,325
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPROVEMENT	2,146,226	3,565,717	5,711,943
FND_502 EQUIPMENT RESERVE	4,000,129	3,227,801	7,227,930
<b>Total</b>	<b>\$220,346,855</b>	<b>\$20,092,134</b>	<b>\$240,438,989</b>

**EXHIBIT B**  
**City of Olympia, WA**  
**First Quarter Expenditure Budget Adjustment Ordinance**  
**January 1, 2024, through March 31, 2024**

FND 001 General Fund:

Carryover Requests from 2023 budget:

- Appropriation for 2023 Leadership Academy contracts \$ 66,905
- Appropriation for 2023 Leadership Academy supplies \$ 5,000
- Appropriation for consultant contract with Strategic Communications \$ 100,000
- Appropriation for Traffic Control Devices and Street Lighting orders \$ 48,639
- Appropriation for Office of Strategic Initiatives consultant contracts \$ 146,550
- Appropriation for Legal contract with eProsecutor reporting \$ 38,250
- Appropriation for Economic Development for 2023 Enhancement Request \$ 75,000
- Appropriation for Human Resource/DEI for 2023 contracts \$ 165,893
- Appropriation for delayed fencing and vandalism repair for PARD \$ 9,716
- Appropriation for various departments for outstanding purchase orders \$ 144,893

Carryover Requests total: \$ 800,846

Amendment Requests:

- Additional appropriation for Fleet Business Administrator FTE in Finance \$ 92,865
  - Funding source is a transfer in from FND\_502 Equipment Reserve for 2024 and will be included in the future rate model for upcoming years
- Addition of small tools & equipment and Machinery in PARD Maintenance \$ 100,000
  - Funding source is State Grant from Recreation and Conservation Office
- Additional appropriation for various PARD Armory Creative Campus line items \$ 14,400
  - Funding source is unrecognized revenue for rental of the Armory
- Additional appropriation for various PARD Arts Events line items \$ 26,000
  - Funding source is a transfer in from FND\_132 Lodging Tax Fund

Amendment Requests total: \$ 233,265

FND 006 Development Fee Revenue:

Amendment Request:

- Additional appropriation for general professional services in Planning & Eng \$ 175,000
  - Funding source is a grant from Department of Commerce

FND 025 Wash Center Maintenance:

Amendment Request:

- Additional appropriation for general professional services in Facilities \$ 24,000
  - Funding source is unrecognized revenue



FND 026 Municipal Arts Fund:

Amendment Request:

- Additional appropriation for general professional services for PARD Art Ops \$ 34,750
  - Funding source is a transfer from the General Fund for \$ 2,750
  - Funding source is a transfer from the Capital Fund for \$ 32,000

FND 138 Transportation Benefit District:

Amendment Request:

- Additional appropriation for transferring out to the Transportation Capital Fund \$ 100,000
  - Funding source is current fund balance

FND 317 Capital Improvements Fund:

Carryover Requests from 2023 Budget:

- Appropriation for Information Services contracts \$ 532
- Appropriation for City Manager Capital Expenditures contracts \$ 50,588

Carryover Requests total: \$ 51,120

FND 318 Home Fund Capital:

Carryover Request for 2023 Budget:

- Appropriation for Homeless Services contract for Franz Anderson project \$ 16,427

FND 320 Transportation Capital Improvement Fund:

Carryover Request for 2023 Budget:

- Appropriation for Eastside Chip Seal project \$ 194,435
- Appropriation for State Ave Safety Improvements project \$ 217,377

Carryover Requests total: \$ 465,812

Amendment Request:

- Appropriation for chip seal project \$ 210,000
  - Funding source is a transfer from Transportation Benefit District for \$ 100,000
  - Funding sources is a grant from the Department of Transportation for \$ 110,000

FND 340 Parks Capital Improvement Fund:

Carryover Request for 2023 Budget:

- Appropriation for Yelm Highway Park Master Plan & Design \$ 5,582

Amendment Request:

- Appropriation reduction of Grass Lake Nature Park Trail for arts projects (\$ 32,000)
  - Funding source is a reduction of transfer in from Impact Fees

FND 401 Drinking Water Utility Operating:

Carryover Request for 2023 Budget:

- Appropriation for Water Pump Stations contract \$ 20,173

FND 402 Wastewater Utility Operating:

Carryover Request for 2023 Budget:

- Appropriation for Waste Water Pump Stations contract \$ 20,173

FND 404 Stormwater and Surface Water Operating:

Carryover Request for 2023 Budget:

- Appropriation for Environmental Services contracts \$ 177,150
  - Funding source is a grant from Department of Ecology for \$ 159,708
  - Funding source is current fund balance for \$ 17,442

FND 461 Drinking Water Capital Improvement:

Carryover Request for 2023 Budget:

- Appropriation for various Drinking Water Capital projects \$ 6,235,894
  - Funding source is a loan for \$ 1,965,272
  - Funding source is water sales and services for \$ 4,241,034
  - Funding source is current fund balance for \$ 29,588

FND 462 Wastewater Capital Improvement:

Carryover Request for 2023 Budget:

- Appropriation for various Waste Water Capital projects \$ 4,760,424
  - Funding source is wastewater sales and services for \$ 4,756,654
  - Funding sources is current fund balance for \$ 3,770

FND 464 Stormwater and Surface Water Capital Improvement:

Carryover Request for 2023 Budget:

- Appropriation for various Storm & Surface Water Capital projects \$ 3,565,717
  - Funding source is storm drain sales and services for \$ 1,612,705
  - Funding source is a grant from Department of Ecology for \$ 1,953,012

FND 502 Equipment Reserve:

Carryover Request for 2023 Budget:

- Appropriation for Fleet Capital Expenditures purchase orders \$ 3,086,426
- Appropriation for transfer to the General Fund for the Fleet Business Admin \$ 92,865

**EXHIBIT C**  
**City of Olympia, WA**  
**First Quarter Expenditure Budget Adjustment Ordinance**  
**January 1, 2024, through March 31, 2024**

<b>Fund/Department</b>	<b>Previously Approved FTE</b>	<b>Adjustment Requested FTE</b>	<b>Total Adjusted Budgeted FTE</b>
FND_001 GENERAL FUND			
Finance	19.00	1.00	20.00
Total FTE	19.00	1.00	20.00



## City Council

# Approval of an Ordinance Adopting the 2023 Engineering Design and Development Standards Update

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.1  
**File Number:**24-0283

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

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### Title

Approval of an Ordinance Adopting the 2023 Engineering Design and Development Standards Update

### Recommended Action

#### Land Use and Environment Committee Recommendation:

The Land Use & Environment Committee reviewed and concurred with the proposed 2023 Engineering Design and Development Standards update.

#### City Manager Recommendation:

Move to approve an Ordinance adopting amendments to the Engineering Design and Development Standards (EDDS) and related changes to the Olympia Municipal Code on second reading.

### Report

#### Issue:

Whether to approve an Ordinance adopting amendments to the EDDS and related changes to the Olympia Municipal Code.

#### Staff Contact:

Stephen Sperr, P.E., Assistant City Engineer, Public Works Engineering, 360.753.8739

#### Presenter(s):

None - Consent Calendar Item.

### Background and Analysis:

Annually, the City reviews and updates the Engineering Design and Development Standards (EDDS) to address changes in regulations or standards, improve consistency with the Comprehensive Plan, and add clarity. The Land Use and Environment Committee reviewed the proposed changes on August 24, 2023. A public hearing was held on December 5, 2023, on the proposed changes.

### Climate Analysis:

Several of the substantive changes support the City's Climate Mitigation Strategies. One of these, Frontage Improvement Thresholds, reduces the scope and cost of required frontage improvements

for change of use, remodels, and tenant improvements for smaller projects. This encourages reuse of existing, developed properties, supporting urban density, and reducing urban sprawl.

Another substantive change, Protected Bike Lanes, established standards for separated and enhanced bike lanes that further encourage the use of bicycles and related, non-motorized modes of transportation. This will increase the efficiency of the transportation system and reduce greenhouse gases, as community members are more likely to use bicycles instead of motorized vehicles.

Clarifying the standards associated with school walking routes should also support a reduction in motorized vehicle use.

**Equity Analysis:**

The proposed changes do not focus on a particular area in the City, nor any particular group. However, several of the substantive changes, such as Frontage Improvement Thresholds and Protected Bike Lanes (mentioned above) are anticipated to have a positive impact on those groups in our community that are economically disadvantaged. Changes to Frontage Improvement Thresholds are more likely to benefit small and new businesses by reducing initial costs to set up a “storefront”.

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

Updated EDDS will ensure utility and transportation systems, as well as solid waste improvements constructed meet the most current standards. Updates will also continue to move us closer to the City’s Comprehensive Plan Action Plan goal of providing sustainable infrastructure.

**Financial Impact:**

Most of the proposed changes should not result in notable increases to the costs of private development or public work projects. However, changes to thresholds for frontage improvements and private streets in mobile home parks should end up costing less to owners and developers.

**Options:**

1. Approve the Ordinance adopting amendments to the EDDS and related changes to the Olympia Municipal Code on second reading. The most recent standards for the City’s utilities and transportation systems will apply to development and Public Works projects.
2. Delay approving an Ordinance adopting amendments to the EDDS and related changes to the Olympia Municipal Code until a later date. This option will result in potential conflicts in attempting to ensure that development impacts within the right-of-way are consistently addressed.
3. Do not approve an Ordinance adopting amendments to the EDDS and related changes to the Olympia Municipal Code.

**Attachments:**

Ordinance  
Engineering Design and Development Standards Webpage

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ADOPTING THE 2023 ENGINEERING DESIGN AND DEVELOPMENT STANDARDS BY REFERENCE INTO CHAPTER 12.02.020, AND AMENDING CERTAIN DESIGN AND DEVELOPMENT STANDARDS UNDER CHAPTER 13.04.200 OF THE OLYMPIA MUNICIPAL CODE**

**WHEREAS**, the City annually reviews and updates the *Olympia Engineering Design and Development Standards* (EDDS) to address changes in regulations or standards, improve consistency with the Olympia Comprehensive Plan, and to add clarity; and

**WHEREAS**, the Olympia Municipal Code (OMC) is amended simultaneously to update related code provisions for consistency with changes to the EDDS; and

**WHEREAS**, the Land Use and Environment Committee reviewed the proposed amendments to the EDDS and OMC (the Proposed Amendments) on August 24, 2023; and

**WHEREAS**, a public hearing was held on December 5, 2023, to consider the Proposed amendments; and

**WHEREAS**, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation Amendments as required by RCW 36.70A.106, and no comments were received from state agencies during the comment period; and

**WHEREAS**, the City of Olympia Responsible Official under the State Environmental Policy Act (SEPA), determined the Proposed Amendments to be categorically exempt under SEPA, pursuant to 197-11-800(19)(b) of the Washington Administrative Code; and

**WHEREAS**, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and will continue to move the City toward its goal of providing sustainable infrastructure;

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

**Section 1. Amendment of OMC 12.02.020.** Olympia Municipal Code Section 12.02.020 is hereby amended to read as follows:

**12.02.020 Engineering design and development standards**

There is hereby adopted by reference "2021-2023 Engineering Design and Development Standards," one (~~1~~) copy of which shall be kept on file in the office of the City Clerk and the Olympia Public Works Department. These standards shall be considered a part of this ordinance as though fully set forth herein.

**Section 2. Amendment of OMC 13.04.200.** Olympia Municipal Code Section 13.04.200 is hereby amended to read as follows:

13.04.200 Service connections--General requirements

- A. Except as provided in OMC ~~Section 13.04.220~~, no premises may be connected to the City water system unless there is an adjacent standard main under the ownership and exclusive control of the City.
- B. When a permit has been obtained for the installation of water service, the drinking water purveyor shall cause the premises described in the application to be connected to the City water system in accordance with City standards. The connection must thereafter be maintained by and kept within the exclusive control of the City. The customer is

responsible for ensuring that the water meter and box remain free from anything that could preclude authorized City personnel from having clear access to the meter at all times.

C. Except as provided in OMC-Section 13.04.220, every separate premises supplied by the City water system must have its own separate meter and the premises so supplied will not be allowed to supply water to any other premises. The City Engineer may require individual buildings on the same premises to be separately metered or metered together, as may be the case with an approved Accessory Dwelling Unit.

D. When two or more buildings on the same premises are being served unsatisfactorily by one water service connection, the drinking water purveyor may require the installation of additional water service connections from the water main to the premises already served. When additional water service connections are provided for any premises, all water service to such premises is metered and installed in the regular manner.

E. The premises owner in applying for service shall pay to the City the current prevailing cost to cover all expenses for the City's installation of such service connection, unless the City permits such service to be constructed by a licensed contractor. All services ~~must be constructed by the City from the main to the property line and must shall~~ include a suitable water meter and other required water appurtenances. This rule applies where exchanges in size of service are made at the request of the customer. In case of replacement or new services, no service smaller than three-fourths inch maybe installed.

F. All persons connecting to City water system may use only materials conforming to the Engineering Design and Development Standards. Plumbing on premises must conform to the uniform plumbing code of the City.

**Section 3. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 4. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

**Section 6. Effective Date.** This Ordinance shall take effect five (5) days after passage and publication, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**

# Engineering Design & Development Standards



## What are the EDDS?

The [Engineering Design and Development Standards \(EDDS\)](#) are the technical standards used by the City and private developers to design and construct drinking water, reclaimed water, sewer, transportation, stormwater, and solid waste collection systems. The 2021 EDDS update was adopted by City Council and became effective February 9, 2022.

[View current & previous EDDS](#)

[EDDS Deviation Form](#)

The EDDS are usually updated annually after a public hearing and upon City Council approval. The topics, draft chapter and drawing changes for the 2023 update are available below.

## Request an update or revision

To submit a revision request:

- [Fill out this form](#)
- Submit it to Mark Russell, City Engineer, at [mrussel@ci.olympia.wa.us](mailto:mrussel@ci.olympia.wa.us)
- Your request will be recorded and considered for the next update.

**Search for file name:**

 Search

RESET

2023 EDDS edits ▾









## City Council

### Approval of an Ordinance Granting a Master Permit to Ziplly Fiber

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.J  
**File Number:**24-0299

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

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#### **Title**

Approval of an Ordinance Granting a Master Permit to Ziplly Fiber

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the ordinance granting a master permit to Ziplly Fiber on second reading.

#### **Report**

##### **Issue:**

Whether to approve an ordinance granting a master permit to Ziplly Fiber.

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

Stephen Sperr, P.E., Assistant City Engineer, Public Works Engineering, 360.753.8739

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

None - Consent Calendar Item.

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

In February of 2023, Ziplly Fiber submitted a request to obtain a Master Permit from the City to provide communication and telecommunication services within the City. Soon after their request was submitted, they began to provide such services through a partnership with Wholesail Networks, who hold an active Master Permit to provide such services in the City. However, Ziplly Fiber's service plan for the City includes the installation and maintenance of infrastructure separate from Wholesail's infrastructure.

City staff have determined that Ziplly Fiber has the technical ability, and general qualifications outlined in Chapter 11.06 of the Olympia Municipal Code (OMC) necessary to provide telecommunication services meeting the requirements of a Master Permit. A public hearing was held on March 5 on the proposed Master Permit.

#### **Climate Analysis:**

The focus of a Climate Framework Analysis for this Master Permit was on the construction of the necessary infrastructure associated with the services Zply Fiber is proposing. Construction would be a combination of open trench and bored installation of communication cable, along with the placement of some cable on existing overhead power and communication poles. Individual service to customers is via an underground connection.

Climate impacts from this work will be temporary and include noise impacts and discharge of exhaust from gasoline and diesel-powered construction equipment.

**Equity Analysis:**

Zply Fiber's expansion plan in the City will provide another telecommunications option, at a price that's apparently more affordable to customers than some other plans. More options for service usually result in lower prices for the consumer of that service, which benefit economically disadvantaged groups in our community.

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

Neighborhoods may be inconvenienced for short periods of time during construction of infrastructure associated with this proposed Master Permit but should welcome the availability of this telecommunications option. Service to existing telecommunication customers in Neighborhoods will not be affected.

**Financial Impact:**

The applicant will be required to pay fees associated with permits to do work within the City right-of-way and adjacent easements under a Master Permit.

**Options:**

1. Approve the ordinance granting Zply Fiber a master permit on second reading.
2. Delay approving an ordinance granting Zply Fiber a master permit until a later date.
3. Do not approve an ordinance granting Zply Fiber a master permit.

**Attachments:**

Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, GRANTING A NON-EXCLUSIVE MASTER PERMIT TO ZIPLY FIBER PACIFIC LLC, DBA ZIPLY FIBER, LEGALLY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING TELECOMMUNICATIONS TRANSMISSION LINES IN CERTAIN PUBLIC RIGHTS-OF-WAY IN THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, Ziplly Fiber Pacific, LLC, ("ZIPLY FIBER") is a competitive telecommunications company providing communications and telecommunications services; and

**WHEREAS**, ZIPLY FIBER's route through the City of Olympia requires the use of certain portions of rights-of-way belonging to the City of Olympia ("City") for the installation, operation, and maintenance of a telecommunications system; and

**WHEREAS**, ZIPLY FIBER has applied to the City for a telecommunications master use permit pursuant to Olympia Municipal Code ("OMC") Chapter 11.06. Ziplly Fiber Pacific, LLC is a wholly owned subsidiary of Northwest Fiber, LLC and affiliate of Wholesail Networks, LLC. Wholesail Networks, LLC provides intermarket transport service to Ziplly Fiber Pacific and possesses a Master Permit Agreement with the City; and

**WHEREAS**, the City Council held a public hearing on March 5, 2024, and determined that ZIPLY FIBER has satisfied the requirements set forth in OMC 11.06.020. In particular, the City Council was presented with information confirming and demonstrating the following: That ZIPLY FIBER has submitted licenses, certificates, and authorizations from the Federal Communications Commission, the Washington Utilities and Transportation Commission, and any other federal or state agency with jurisdiction over the activities proposed by ZIPLY FIBER That the City's rights-of-way will accommodate utilities and facilities if the Master Permit is granted. That ZIPLY FIBER confirms that there are currently no additional facilities planned and there is no anticipated damage or disruption to the City's rights-of-way. That construction of additional facilities will comply with the City's Engineering Design and Development Standards ("EDDS"). That there will be minimal effect, if any, on public health, safety, and welfare if the Master Permit requested is granted. That the proposed routes of ZIPLY FIBER's Facilities is appropriate; alternate routes are not needed. And that ZIPLY FIBER has agreed to comply with all federal, state, and local telecommunications laws, regulations, and policies; and

**WHEREAS**, the Revised Code of Washington (RCW) authorizes the City to grant and regulate nonexclusive Master Permits, for the use of public streets, rights-of-way and other public property, for transmission of communications; and

**WHEREAS**, the insurance provisions are updated in this Master Permit and supersede the insurance provisions set forth in Olympia Municipal Code 11.10.220; and

**WHEREAS**, this Master Permit contains the following:

- Section 1. Non-exclusive Master Permit Granted
- Section 2. Authority
- Section 3. Master Permit Term
- Section 4. Acceptance of Terms and Conditions
- Section 5. Construction Provisions and Standards

- A. Permit Required
  - B. Coordination
  - C. Construction Standards
  - D. Underground Installation Required
  - E. Relocation.
  - F. Removal or Abandonment
  - G. Bond
  - H. "One-Call" Location & Liability
  - I. As-Built Plans Required
  - J. Recovery of Costs
  - K. Vacation
- Section 6. Master Permit Compliance.
- A. Master Permit Violations
  - B. Emergency Actions.
  - C. Other Remedies
  - D. Removal of System
- Section 7. Insurance
- Section 8. Other Permits & Approvals
- Section 9. Transfer of Ownership.
- Section 10. Administrative Fees.
- Section 11. Notices.
- Section 12. Indemnification.
- Section 13. Severability
- Section 14. Reservation of Rights
- Section 15. Police Powers
- Section 16. Future Rules, Regulations, and Specifications
- Section 17. Effective Date
- Section 18. Law and Venue
- Section 19. Ratification

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

**Section 1. Non-exclusive Master Permit Granted.**

A. The City hereby grants to ZIPLY FIBER, subject to the conditions prescribed in this ordinance ("Master Permit"), the rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for an underground telecommunications transmission system, within the City-owned rights-of-way generally described in Exhibit A, and referred to in this Master Permit as the "Master Permit area."

B. Such use may not be deemed to be exclusive to ZIPLY FIBER, and the permitting thereof in no way prohibits or limits the City's ability to grant other master permits or rights along, over, or under the areas to which this Master Permit has been granted to ZIPLY FIBER; provided, that such other uses do not unreasonably interfere with ZIPLY FIBER's exercise of Master Permit rights granted herein, as determined by the City. This Master Permit in no way interferes with existing utilities or in any way limits, prohibits, nor prevents the City from using the Master Permit area, and does not affect the City's jurisdiction over that area.

**Section 2. Authority.** The City Manager or the City Manager’s designee is hereby granted the authority to administer and enforce the terms and provisions of this Master Permit Agreement, and may develop such rules, policies, and procedures as he or she deems necessary to carry out this Master Permit.

**Section 3. Master Permit Term.** The Master Permit is effective for a period of five years from the effective date of this Master Permit. The effectiveness of this Master Permit is contingent upon ZIPLY FIBER’s delivery of a written acceptance to the City pursuant to Section 4 of this Master Permit. If ZIPLY FIBER requests a Master Permit renewal prior to the expiration date, the City may, at the City’s sole discretion, extend the term of this Master Permit beyond the expiration date to allow processing of renewal. If the City elects to extend the term of this Master Permit, written notice of the extension the City shall provide written notice to ZIPLY FIBER prior to the Master Permit expiration date.

**Section 4. Acceptance of Terms and Conditions.** As required by OMC 11.10.020, ZIPLY FIBER shall, within 30 days of the effective date of this Master Permit or within such other time period as is mutually agreed by the parties, deliver to the City Manager for filing an unconditional acceptance of this Master Permit in the form attached to this Master Permit as Exhibit B. ZIPLY FIBER’s failure to deliver the acceptance within this time period voids and nullifies this Master Permit and terminates any and all rights granted under this Master Permit.

**Section 5. Construction Provisions and Standards.** ZIPLY FIBER shall abide by the following construction provisions and standards, and ZIPLY FIBER’s failure to abide by any of the following construction provisions or standards constitutes non-compliance with the terms and conditions of this Master Permit and may result in imposition of some or all the remedies specified in Section 6.

A. **Permit Required.** Neither ZIPLY FIBER, nor any person or entity working on ZIPLY FIBER’s behalf or at ZIPLY FIBER’s direction, may perform any construction, installation, maintenance, repair, or restoration activities (except for emergency repairs) in the Master Permit Area without first obtaining appropriate permits from the City’s Community Planning and Development Department (“CP&D”). In case of an emergency, ZIPLY FIBER shall within 24 hours of the emergency obtain a permit from CP&D.

B. **Coordination.** All construction, installation, maintenance, repair, or restoration activities are subject to City inspection and approval, as provided under the OMC and EDDS. ZIPLY FIBER shall arrange and allow for such inspection. ZIPLY FIBER shall coordinate all construction, installation, maintenance, repair, and restoration activities and inspections with CP&D to ensure consistency with City infrastructure, future Capital Improvement Projects, all developer improvements, and pertinent codes and ordinances.

C. **Construction Standards.** ZIPLY FIBER, and any person or entity working on ZIPLY FIBER’s behalf or at ZIPLY FIBER’s direction, shall perform construction, installation, maintenance, repair, and restoration activities within the Master Permit Area so as to produce the least amount of interference with the free passage of pedestrian, bicycle, and vehicular traffic. ZIPLY FIBER and any person or entity working on ZIPLY FIBER’s behalf or at ZIPLY FIBER’s direction, shall perform all construction, installation, maintenance, and restoration activities in conformance with the EDDS and with Title 11 of the OMC.

D. **Underground Installation Required.** ZIPLY FIBER, and any person or entity working on ZIPLY FIBER’s behalf or at ZIPLY FIBER’s direction, shall install any new Facilities underground unless otherwise exempted from this requirement, in writing, by the City Manager, the City Manager’s designee.

E. **Relocation.**

1. ZIPLY FIBER shall, at its own expense, temporarily or permanently remove, relocate, place underground, change, or alter the position of any facilities or structures within the right-of-way whenever the City has determined that such removal, relocation, undergrounding, change, or alteration is reasonably necessary for the construction, repair, maintenance, installation, public safety, or operation of any City or other public improvement in or upon the rights-of-way. ZIPLY FIBER may seek reimbursement for relocation expenses from the City as provided for in City code.

2. ZIPLY FIBER may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. Such alternatives may include the use and operation of temporary transmitting facilities in adjacent rights of way. The City shall evaluate such alternatives and advise ZIPLY FIBER in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If requested by the City, ZIPLY FIBER shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by ZIPLY FIBER full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, ZIPLY FIBER shall relocate its facilities as otherwise provided in this section.

F. **Removal or Abandonment.** Upon the removal from service of any of ZIPLY FIBER's system or other associated structures, facilities, or amenities, ZIPLY FIBER shall comply with all applicable standards and requirements prescribed by City code and the EDDS for the removal or abandonment of said structures, facilities, and amenities. No facility constructed or owned by ZIPLY FIBER may be abandoned without the express written consent of the City.

G. **Bond.** Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Master Permit, ZIPLY FIBER shall upon the request of the City, furnish a bond executed by ZIPLY FIBER and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City Attorney or designee as sufficient to ensure performance of ZIPLY FIBER's obligations under this Master Permit. At ZIPLY FIBER's sole option, ZIPLY FIBER may provide alternate security in the form of an assignment of funds or a letter of credit, in the same amount as the bond. All forms of bond or alternate security must be in the form reasonably acceptable to the City Attorney. The bond must be conditioned so that ZIPLY FIBER shall observe all the covenants, terms, and conditions and shall faithfully perform all the obligations of this Master Permit, and to repair or replace any defective work or materials discovered in the City's roads, streets, or property. ZIPLY FIBER may not encumber a bond required by this section for any other purpose.

H. **"One-Call" Location & Liability.** ZIPLY FIBER shall subscribe to and maintain membership in the regional "One-Call" utility location service and shall promptly locate all its lines upon request. The City is not liable for any damages to ZIPLY FIBER's system components or for interruptions in service to ZIPLY FIBER customers that are a direct result of work performed for any City project for which ZIPLY FIBER has failed to properly locate its lines and facilities within the prescribed time limits and guidelines established by One-Call. The City is also not liable for any damages to the ZIPLY FIBER system components or for interruptions in service to ZIPLY FIBER customers resulting from work performed under a permit issued by the City.

I. **As-Built Plans Required.** ZIPLY FIBER shall maintain accurate engineering plans and details of all installations within the City limits and shall provide such information in the form required by the EDDS prior to close-out of any permits issued by the City and any work undertaken by ZIPLY FIBER pursuant to this Master Permit. The City shall determine the acceptability of any as-built submittals provided under this section.

J. **Recovery of Costs.** ZIPLY FIBER is subject to all permit fees associated with activities undertaken through the authority granted in this Master Permit or under other ordinances of the City. When the City

incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this Master Permit or any ordinances relating to the subject for which permit fees have not been established, ZIPLY FIBER shall pay such reasonable costs and expenses directly to the City.

K. **Vacation.** If, at any time, the City vacates any City road, right-of-way, or other City property that is subject to rights granted by this Master Permit and said vacation is for the purpose of acquiring the fee or other property interest in said road, right-of-way, or other City property for the use of the City, in either its proprietary or governmental capacity, then the City may, at its option and by giving 30 days written notice to ZIPLY FIBER, terminate this Master Permit with respect to such City road, right-of-way, or other City property so vacated, and the City is not liable for any damages or loss to ZIPLY FIBER by reason of such termination other than those provided for in RCW Chapter 35.99.

## **Section 6. Master Permit Compliance.**

A. **Master Permit Violations.** If ZIPLY FIBER fails to fully comply with any of the provisions of this Master Permit, the City may provide written notice to ZIPLY FIBER, which describes the violation(s) of the Master Permit and requests remedial action within 30 days of receipt of the violation notice. If ZIPLY FIBER has not remedied the violation(s) identified in the violation notice at the end of the 30-day period following receipt of the violation notification, the City may declare an immediate termination of this Master Permit, provided that remedying the violation(s) was reasonably possible within that 30-day period. If the violation(s) identified in the violation notice could not possibly be remedied within the 30-day period, the City may declare an immediate termination at the end of the period in which the violation(s) could possibly have been remedied.

### **B. Emergency Actions.**

1. If any of ZIPLY FIBER's actions, or any failure by ZIPLY FIBER to act to correct a situation caused by ZIPLY FIBER, is deemed by the City to create a threat to life or property, the City may order ZIPLY FIBER to immediately correct said threat or, at the City's discretion, the City may undertake measures to correct said threat itself; provided that, when possible, the City shall notify ZIPLY FIBER and give ZIPLY FIBER an opportunity to correct said threat before undertaking such corrective measures. ZIPLY FIBER is liable for all costs, expenses, and damages attributed to the correction of any such emergency situation as undertaken by the City to the extent that such situation was caused by ZIPLY FIBER and ZIPLY FIBER is further liable for all costs, expenses, and damages resulting to the City from such situation. ZIPLY FIBER shall reimburse the City for such costs within 30 days of written notice of the completion of such action or determination of damages by the City. The failure by ZIPLY FIBER to take appropriate action to correct a situation caused by ZIPLY FIBER and identified by the City as a threat to public or private safety or property is a violation of Master Permit terms.

2. If during construction, installation, maintenance, repair, or restoration of any of ZIPLY FIBER's Facilities any damage occurs to an underground facility, and the damage results in the release of natural gas or other hazardous substance or potentially endangers life, health, or property, ZIPLY FIBER, or any person or entity working on ZIPLY FIBER's behalf or at ZIPLY FIBER's direction shall immediately call 911 or other local emergency response number.

C. **Other Remedies.** Nothing contained in this Master Permit limits the City's available remedies in the event of ZIPLY FIBER's failure to comply with the provisions of this Master Permit, including the City's right to a lawsuit for specific performance, or damages, or both.



D. **Removal of System.** In the event this Master Permit is terminated as a result of violations of the terms of this Master Permit, ZIPLY FIBER shall, at its sole expense, promptly remove all system components and facilities, provided that the City, at its sole option, may allow ZIPLY FIBER to abandon its facilities in place.

**Section 7. Insurance.**

A. ZIPLY FIBER shall maintain liability insurance written on an occurrence form during the full term of this Master Permit for bodily injuries and property damages. The policy must contain coverage in the amounts and conditions set forth in this subsection D of this Section.

B. Such insurance must specifically name, as additional insured, the City, its officers (including elected and appointed officials), employees, and other agents (including its representatives, consultants, engineers, and volunteers); must apply as primary insurance; must stipulate that no insurance affected by the City will be called on to contribute to a loss covered thereunder; and must further provide that the policy may not be modified or canceled during the life of the permit or Master Permit without giving advanced written notice to the City. Notice must be by certified mail to the City Manager, return receipt requested.

C. If the City determines that circumstances warrant an increase in insurance coverage and liability limits to adequately cover the risks of the City, the City may require ZIPLY FIBER to acquire additional insurance. The City shall provide written notice to ZIPLY FIBER should the City exercise its right to require additional insurance.

D. ZIPLY FIBER shall grant, secure, and maintain the following liability insurance policies insuring both ZIPLY FIBER and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insured parties against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights granted to ZIPLY FIBER:

1. Commercial general liability insurance, written on an occurrence basis and on form to include premises, products, completed operations, explosions, collapse, and underground hazards with limits not less than \$5,000,000 per occurrence covering bodily injury or death and property damage and may be placed with a combination of primary and excess liability policies;
2. Automobile liability for owned, non-owned, and hired vehicles with a limit of \$3,000,000.00 for each accident covering bodily injury or death and property damage and may be placed with a combination of primary and excess liability policies;
3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00;
4. ZIPLY FIBER shall maintain the liability insurance policies required by this Section throughout the term of this Master Permit and such other period of time during which ZIPLY FIBER is operating without an authorization or permit, or is engaged in the removal of its telecommunications facilities. ZIPLY FIBER shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any work or installation of any facilities pursuant to this Master Permit. ZIPLY FIBER shall notify the City of any deductibles or self-insured retentions, and any deductible or self-insured retention is subject to approval by the City. ZIPLY FIBER shall pay and is solely responsible for any deductibles and self-insured retentions. The liability insurance policies required by this Section must contain a clause

stating that coverage applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. ZIPLY FIBER's insurance must be primary insurance as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers is in excess of ZIPLY FIBER's insurance and does not contribute with it; and

5. In addition to the coverage requirements set forth in this Section, the insurance certificate must state that should any of the required insurance be cancelled or not renewed, advanced written notice must be provided to the City Manager of such intent to cancel or not to renew. Within 30 days after receipt by the City of said notice, and in no event later than five days prior to said cancellation or intent not to renew, ZIPLY FIBER shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

**Section 8. Other Permits & Approvals.** Nothing in this Agreement relieves ZIPLY FIBER from any obligation to obtain approvals or permits from applicable federal, state, or City authorities for all activities in the Master Permit Area.

**Section 9. Transfer of Ownership.**

A. ZIPLY FIBER may not sell, transfer, assign, or otherwise encumber its rights provided by this Master Permit without the prior written consent of the City, which the City may not unreasonably withhold or delay. The City's consent is not required where ZIPLY FIBER transfers or assigns its rights under this Master Permit for the purpose of securing a debt, or where the transfer or assignment is to another person or entity controlling, controlled by, or under common control with ZIPLY FIBER. ZIPLY FIBER may license fibers to other users without the consent of the City, but ZIPLY FIBER remains solely responsible for complying with the terms and conditions of this Master Permit.

B. In any sale, transfer, or assignment of this Master Permit that requires the City's consent, ZIPLY FIBER shall demonstrate to the City that the recipient of such sale, transfer, or assignment has the technical ability, financial capability, and any other legal or general qualifications reasonably determined by the City to be necessary to ensure that the recipient can meet the terms and conditions of this Master Permit. The City Council will determine the qualifications of any proposed recipient in a public hearing and will approve or deny the sale, transfer, or assignment by resolution. ZIPLY FIBER shall, within 30 days of any sale, transfer, or assignment, of this Master Permit, reimburse the City for any actual and reasonable administrative costs incurred by the City in approving the sale, transfer, or assignment.

**Section 10. Administrative Fees.**

A. The City is precluded from imposing Master Permit fees for "telephone businesses", as defined in RCW 82.16.010, except that fees may be collected for administrative expenses related to a Master Permit. ZIPLY FIBER hereby warrants that its operations as authorized under this Master Permit are those of a telephone business as defined in RCW 82.16.010.

B. ZIPLY FIBER is subject to a reasonable administrative charge for reimbursement of costs associated with the preparation, processing, and approval of this Master Permit and for reimbursement of administrative costs for issuing any permits and for inspecting, monitoring, or supervising any actions required under Section 5 above. These costs include wages, benefits, overhead expenses, equipment, and supplies associated with such tasks as plan review, site visits, meetings, negotiations, and other functions critical to proper management and oversight of City's right-of-way. Administrative fees exclude normal permit fees as stipulated in Title 11 of the OMC.

C. In the event ZIPLY FIBER submits a request for work beyond the scope of the original Master Permit, or submits a complex project that requires significant plan review or inspection, ZIPLY FIBER shall reimburse City for costs incurred by the City with the request or project. ZIPLY FIBER shall pay such costs within 30 days of receipt of an invoice from the City.

D. Failure by ZIPLY FIBER to make full payment of invoices within the time specified is grounds for the termination this Master Permit.

**Section 11. Notices.** Any notice to be served upon the City or ZIPLY FIBER must be delivered to the following addresses respectively:

City:  
City of Olympia  
ATTN: City Manager  
PO Box 1967  
Olympia WA 98507

ZiPLY Fiber Pacific, LLC:  
Attn: Legal Department  
135 Lake Street South, Suite 155  
Kirkland, WA 98033  
Legal@ziPLY.com

With a copy to:  
City of Olympia  
ATTN: City Attorney  
PO Box 1967  
Olympia WA 98507

**Section 12. Indemnification.**

A. ZIPLY FIBER shall use reasonable and appropriate precautions to avoid damage to persons or property in the construction, installation, repair, operation, and maintenance of its structures and facilities. ZIPLY FIBER shall indemnify and hold the City harmless from all claims, actions, or damages, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, entity, or property to the extent caused in part or in whole by any act or omission of ZIPLY FIBER, its officers, agents, servants, or employees, carried on in the furtherance of the rights, benefits, and privileges granted to ZIPLY FIBER by this Master Permit, including any delay or failure to comply with the City's directives to relocate or remove its equipment or facilities. In the event any claim or demand is presented to or filed with the City which gives rise to ZIPLY FIBER's obligation pursuant to this section, the City shall within a reasonable time notify ZIPLY FIBER thereof and ZIPLY FIBER may, at its election, settle or compromise such claim or demand. In the event any claim or action is commenced in which the City is named a party, and which suit or action is based on a claim or demand which gives rise to ZIPLY FIBER's obligation pursuant to this section, the City shall promptly notify ZIPLY FIBER thereof, and ZIPLY FIBER shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, ZIPLY FIBER may, at its election and at its sole cost and expense, settle or compromise such suit or action.

B. To the extent of any concurrent negligence between ZIPLY FIBER and the City, ZIPLY FIBER's obligations under this paragraph only extend to its share of negligence or fault. The City may at all times participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this Master Permit when the City determines that such participation is required to protect the interests of the City or the public. Such participation by the City is at the City's sole cost and expense.

C. With respect to the performance of this Master Permit and as to claims against the City, its officers, agents, and employees, ZIPLY FIBER hereby expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its officers, agents, and employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of ZIPLY FIBER's officers, agents, or employees. This waiver is mutually negotiated by the parties.

**Section 13. Severability.** If any section, sentence, clause, or phrase of this Master Permit is held to be invalid or unconstitutional by a court having jurisdiction, the City may, at its sole option, deem the entire Master Permit to be affected and thereby nullified. However, in the event that a determination is made that a section, sentence, clause, or phrase in this Master Permit is invalid or unconstitutional, the City may elect to treat the portion declared invalid or unconstitutional as severable and enforce the remaining provisions of this Master Permit; provided that, if the City elects to enforce the remaining provisions of the Master Permit, ZIPLY FIBER may terminate this Master Permit.

**Section 14. Reservation of Rights.** This Master Permit is intended to satisfy the requirements of all applicable laws, administrative guidelines, rules, orders, and ordinances. Accordingly, any provision of this Master Permit or any local ordinance which may conflict with or violate the law is invalid and unenforceable, whether occurring before or after the execution of this Master Permit, it being the intention of the parties to preserve their respective rights and remedies under the law, and that the execution of this Master Permit does not constitute a waiver of any rights or obligations by either party under the law.

**Section 15. Police Powers.** Nothing contained in this Master Permit may be deemed to affect the City's authority to exercise its police powers. ZIPLY FIBER does not by this Master Permit obtain any vested rights to use any portion of the City right-of-way except for the locations approved by the City, and then only subject to the terms and conditions of this Master Permit. This Master Permit and the permits issued thereunder are governed by applicable City ordinances in effect at the time of application for such permits.

**Section 16. Future Rules, Regulations, and Specifications.** ZIPLY FIBER acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations, upon written notice to ZIPLY FIBER thereafter govern ZIPLY FIBER's activities under this Master Permit; provided, however, that in no event may regulations:

A. materially interfere with or adversely affect ZIPLY FIBER's rights pursuant to and in accordance with this Master Permit; or

B. be applied in a discriminatory manner as it pertains to ZIPLY FIBER and other similar user of such facilities.

**Section 17. Effective Date.** The City shall cause this Master Permit, or a summary, to be published in the official newspaper of the City, and this Master Permit takes effect five days after passage and publication as provided by law. Effectiveness of this Master Permit is subject to ZIPLY FIBER's acceptance of this Master Permit, as required by Section 4, above.

**Section 18. Law and Venue.** This Master Permit is issued under the laws of the State of Washington and is governed by and must be interpreted in accordance with Washington law. Any dispute arising out of or related to this Master Permit must be brought and maintained only in Thurston County Superior Court, which is the exclusive venue for any such claim.

**Section 19. 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 20. Ratification.** Any act consistent with the authority and prior to the effective date of this Master Permit is hereby ratified and affirmed.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

*Michael M. Young*

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DEPUTY CITY ATTORNEY

**PASSED:**

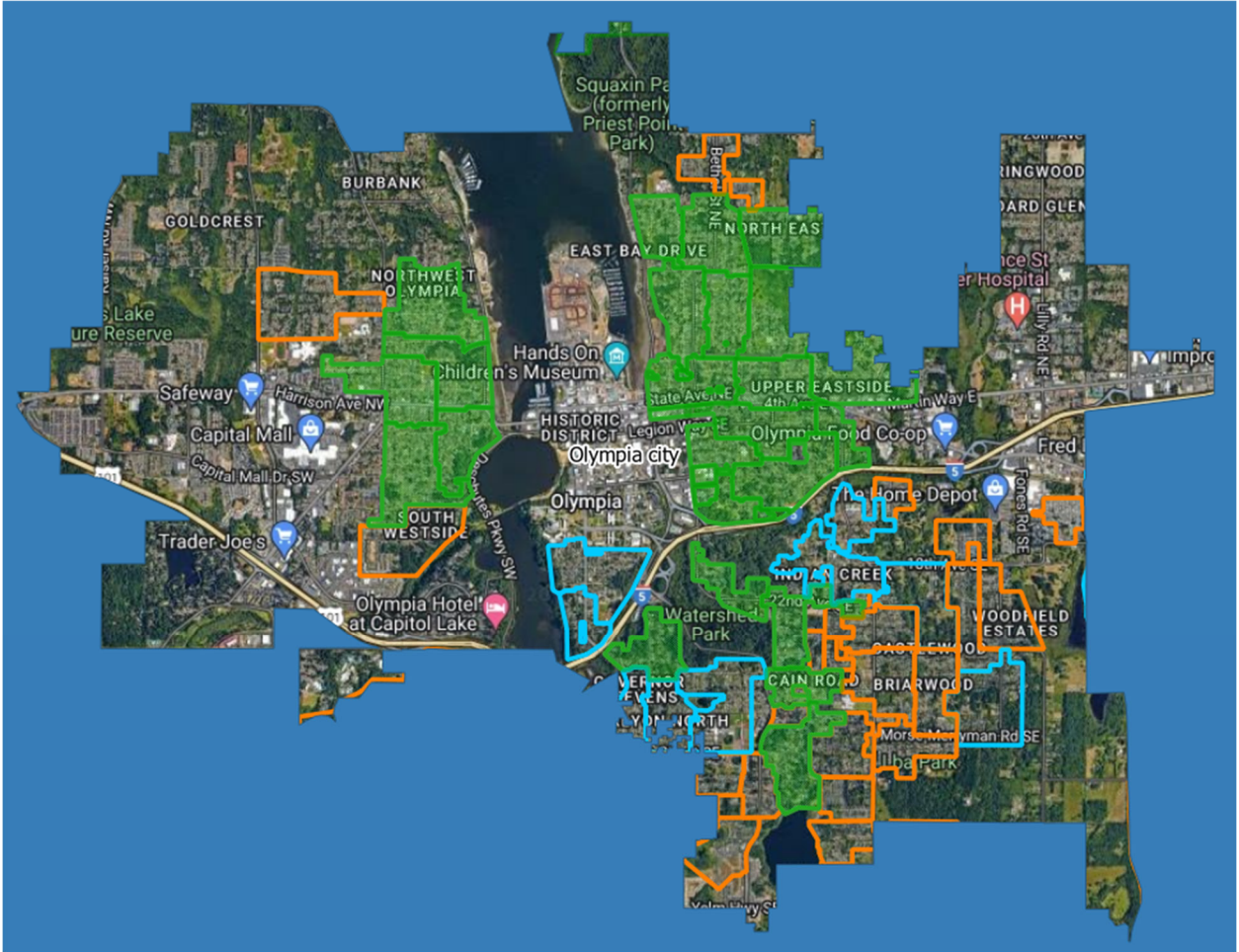
**APPROVED:**

**PUBLISHED:**

**ATTACHMENTS:**      *EXHIBIT A, ZIPLY FIBER system map (combination ZIPLY FIBER / facilities)*  
*EXHIBIT B, Master Permit Acceptance Form, ZIPLY FIBER*

EXHIBIT A

ZiPLY Fiber Proposed System Map



LEGEND:

Green = Probable

Blue = Under Path/Cost Review

Orange = Soft Surface Evaluation

**EXHIBIT B**

**MASTER PERMIT ACCEPTANCE FORM**

**ZIPLY FIBER**

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

City of Olympia  
City Clerk's Office  
PO Box 1967  
Olympia, WA 98507

Re: Ordinance No. \_\_\_\_\_  
Adopted \_\_\_\_\_

In accordance with and as required by Section 4 of the City of Olympia Ordinance referenced above, Ziplly Fiber Pacific LLC, hereby accepts the terms, conditions, and obligations to be complied with or performed by it under the Ordinance.

I certify that I am duly authorized to execute this acceptance on behalf of Ziplly Fiber Pacific LLC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title



## City Council

### Approval of an Ordinance Authorizing Acceptance of a Donation of “Life is Water” as a Gift of Art from the West Olympia Rotary Club

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.K  
**File Number:**24-0311

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

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#### **Title**

Approval of an Ordinance Authorizing Acceptance of a Donation of “Life is Water” as a Gift of Art from the West Olympia Rotary Club

#### **Recommended Action**

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

The Olympia Arts Commission recommends approving the Ordinance accepting the donation of “Life is Water,” a sculpture by artist Taylor Krise, to be installed at West Bay Park.

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

Move to approve on first reading, and forward to second reading, an Ordinance authorizing acceptance of a Donation of “Life is Water” as a gift of art from the West Olympia Rotary Club.

#### **Report**

##### **Issue:**

Whether to approve an Ordinance authorizing an agreement to accept donation of “Life is Water” as a Gift of Art from West Olympia Rotary Club on first reading and forward to second reading.

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

Stephanie Johnson, Arts Program & Planning Supervisor, Olympia Parks, Arts & Recreation  
360.709.2678

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

None - Consent Calendar Item.

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

For their 50<sup>th</sup> anniversary, the West Olympia Rotary Club proposed the gift of a permanent sculpture by local Salish artist Taylor Wily Krise to be placed at West Bay Park. The West Olympia Rotary Club was the major contributor to the park’s Rotary Point overlook, and so the location is of significance to them.

On January 23, the City Council approved the proposed gift of art “Life is Water,” as a donation to the City Public Art Collection and directed staff to place on a future consent calendar an ordinance



approving acceptance of the donation and gift of art agreement.

**Climate Analysis:**

The artwork itself addresses the environment, as the proposal reads “The carving will feature various marine creatures, such as salmon, starfish, octopus and shellfish and other marine life and emphasizing their dependence on clean water for their survival. Additionally, it will showcase the interplay between the marine ecosystem and the broader natural environment. The educational component will be tailored to engage audiences of all ages and backgrounds, fostering a sense of environmental responsibility and inspiring positive change.”

**Equity Analysis:**

Salish art is not currently well-represented in the City’s art collection. Future development of West Bay Park has been a collaborative process with the Squaxin Island Tribe, and as such, this artwork proposal reinforces established partnerships at the site.

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

The West Olympia Club members are raising funds to cover the cost of the donation.

**Financial Impact:**

The donated artwork and installation are valued at an estimated \$45,000, which will be incurred by the West Olympia Rotary. The City will provide a recognition plaque, estimated at \$300.

**Options:**

1. Approve on first reading and forward to second reading, the ordinance accepting the West Olympia Rotary Club donation of “Life is Water” sculpture.
2. Do not approve the ordinance and do not accept the gift of art donation.
3. Consider the ordinance at another time.

**Attachments:**

Ordinance  
Agreement  
Proposal

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ACCEPTING A DONATION OF  
“LIFE IS WATER” AS A GIFT OF ART BY WEST OLYMPIA ROTARY CHARITIES FUND**

**WHEREAS,** West Olympia Rotary Charities Fund has offered to donate and convey to the City of Olympia a sculpture entitled “Life is Water,” an original artwork of artist Taylor Wily Krise (“the Artist”) to be installed at West Bay Park, 700 W Bay Dr NW; and

**WHEREAS,** West Olympia Rotary Charities Fund represents and warrants to the City that it has obtained all rights and interests in the Artwork from Artist and has obtained all necessary grants of rights and permissions from Artist to allow DONOR to convey the Artwork and all rights therein to the City; and

**WHEREAS,** the Olympia Arts Commission reviewed the proposed gift of art and unanimously recommended that the Olympia City Council approve and accept the gift and donation of “Life is Water”; and

**WHEREAS,** pursuant to RCW 35.21.100, every city and town by ordinance may accept any property donated if within its powers granted by law; and

**WHEREAS,** the Olympia City Council has considered the recommendation of the Olympia Arts Commission (OAC), in addition to the recommendation of the Olympia Parks Arts and Recreation Department (OPARD), to approve and accept the donation of “Life is Water” from West Olympia Rotary Charities Fund; and

**WHEREAS,** the Olympia City Council finds acceptance of this gift and donation of “Life is Water” serves the public interest;

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

**Section 1. Acceptance of Donation.** As recommended by the OAC and OPARD and under the terms and conditions contained in the Agreement with West Olympia Rotary Charities Fund attached hereto as Exhibit “A,” the Olympia City Council, pursuant to RCW 35.21.100, hereby accepts the gift and donation from West Olympia Rotary Charities Fund of “Life is Water” as herein described, as well as donation of its installation. All recitals of this Ordinance are incorporated into this Acceptance.

**Section 2. Authorization.** The City Manager is authorized to execute all documents necessary to effect the transfer of the gift and donation of “Life is Water” to the City of Olympia, its installation, and to make any modifications or to correct any scrivener’s errors in documents that are consistent with the acceptance of the gift and donation of “Life is Water” by the West Olympia Rotary Charities Fund to the City of Olympia, and its installation.

**Section 3. Terms, Conditions, and Restrictions.** The gift and donation of “Life is Water” is subject only to those terms, conditions, and restrictions contained in the Agreement with West Olympia Rotary Charities Fund attached as Exhibit A, and the City of Olympia may expend or use said gift and donation for any municipal purpose as stated in RCW 35.21.100.

**Section 4. Effective Date.** This Ordinance takes effect five days after publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**



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DEPUTY CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**

**CITY OF OLYMPIA ART PROGRAM**  
*Gift of Artwork Agreement*

**THIS AGREEMENT**, effective as of the last signature below, is between the **CITY OF OLYMPIA**, a municipal corporation with an address of 601 4<sup>th</sup> Ave E, Olympia, WA 98501 ("CITY") and West Olympia Rotary Club, Washington non-profit corporation (EIN 91-1032810) with an address of PO BOX 1781, Olympia, WA 98507 ("DONOR").

**WHEREAS**, the DONOR wishes to provide to the City a sculpture entitled "Life is Water," an original artwork of artist Taylor Wily Krise ("the Artist") to be installed at West Bay Park, 700 W Bay Dr NW, a description of which is attached as **Exhibit "A,"** ("the ARTWORK"); and

**WHEREAS**, the DONOR's gift proposal has been approved through the Olympia Arts Commission gift policy; and

**WHEREAS**, the CITY wishes to accept the DONOR'S donation, pursuant to the terms and conditions of this Agreement, for inclusion in the CITY's public art collection; and

**WHEREAS**, DONOR represents and warrants that it has obtained all rights and interests in the Artwork from Artist and has obtained all necessary grants of rights and permissions from Artist to allow DONOR to convey the Artwork and all rights therein to the City as provided in this Agreement.

**NOW, THEREFORE**, the CITY and the DONOR, for sufficient, good, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. DONOR hereby donates to City, and City hereby accepts from DONOR the ARTWORK, subject to the terms of this Agreement.
2. The DONOR represents and warrants to the CITY that the DONOR is free to enter into this Agreement and that the ARTWORK is a unique and original work that is clear of any claims or encumbrances, including those of Artist, and does not infringe on the rights, including but not limited to the copyright, of any third parties. The DONOR shall defend, indemnify, and hold the CITY, its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties (including the Artist) against the CITY based on a breach by the DONOR of any representation and warranty made in this Agreement. The DONOR shall fully cooperate with the CITY in the defense of any such suit.
3. DONOR and the Artist may graphically reproduce the ARTWORK for the limited purposes of inclusion in the DONOR's or Artist's portfolio of works solely for the purposes of documenting the Artwork in a factual manner. The CITY also agrees that the DONOR and ARTIST each has a limited, revocable license to graphically reproduce the ARTWORK for the DONOR's or Artist's own commercial purposes so long as such uses do not compete with the CITY's efforts or use of the ARTWORK. The DONOR and ARTIST shall each use best effort to provide a credit to the CITY in any graphical reproduction of the ARTWORK with such credit

reading "The subject of this photograph [or other graphic or electronic reproduction] is an installation of art owned by the City of Olympia, Washington."

4. The CITY agrees to use its best effort to provide proper credit to DONOR and ARTIST including the DONOR'S and ARTIST's name, the name of the mural designer, the title of the ARTWORK, and the date acquired by the CITY in any of the CITY's graphic reproductions of the ARTWORK.

5. The CITY has the right to display, not display or move the ARTWORK , at its sole discretion.

6. As noted in the donation proposal (Exhibit A), the DONOR intends to work with a third party to prepare the agreed-upon site, deliver and install the ARTWORK at DONOR's expense. As such, as part of their agreement with the DONOR, any third party installer who donates installation must provide a certificate of insurance sufficient to protect the ARTWORK and the property upon which it is installed and provide an additional insured endorsement naming both the Rotary Club and the City of Olympia each as additional insureds.

7. Should the ARTWORK be intentionally or accidentally destroyed, altered, modified, or changed after to its transfer to the CITY, the CITY is only obligated to make reasonable efforts to restore the artwork to its original form, all at the CITY's discretion.

8. This Agreement is binding upon the parties, their heirs, successors, assigns, and personal representatives. Its terms can be modified only by an instrument in writing signed by both parties. A waiver or a breach of any provisions of this Agreement may not be construed as a continuing waiver of other breaches of the same or other provisions. If any provision in this Agreement is found to be illegal, invalid, or unenforceable in any jurisdiction for any reason, then, to the full extent permitted by law all other provisions remain in full force and effect and must be liberally construed in order to carry out the intent of the parties. A party is not liable to the other should its performance or display of the ARTWORK be prevented, restricted, or interfered with by circumstances or events beyond its reasonable control (what can be reasonably construed as a "Force Majeure Event").

9. Any notice or demand to be given under this Agreement must be in writing and is effective upon receipt if delivered in person or if sent by electronic mail, or one day after deposit prepaid with a national overnight express delivery service, or three days after deposit in the United States mail (registered or certified mail, postage prepaid, return receipt requested), if sent to the parties at the addresses noted above. Either party may change its address for receipt of notices by written notice to the other party.

10. This Agreement is governed by the laws of the State of Washington. Thurston County, Washington is the jurisdiction and venue for any lawsuit arising out of or related to this Agreement. The parties shall negotiate in good faith to resolve expeditiously on a mutually acceptable negotiated basis between appropriate management personnel for each party any dispute between them that may arise. The parties may, by mutual consent, retain a mediator to aid in their attempt to informally negotiate resolution of any dispute, although any opinion expressed by a mediator will be strictly advisory and will not be binding on the parties, nor will any opinion, statement or proposed resolution expressed by the mediator or the parties be admissible in any proceeding. Costs of the mediation will be borne equally by the parties, except

that each party will be responsible for its own expenses. Should any dispute not be resolved pursuant to this paragraph of this Agreement, the parties hereby irrevocably submit themselves to the jurisdiction of the applicable Thurston County court.

11. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous oral or written communications, understanding, or agreements between the parties with respect to such subject matter are hereby superseded in their entirety. This Agreement may not be amended, supplemented, or modified except by a written agreement which identifies this Agreement and is signed by an authorized representative of each party.

12. This Agreement may be executed by the parties in any number of separate counterparts, each of which counterparts, when executed and delivered, must be deemed to be an original, and all of which taken together constitute a single instrument.

**IN WITNESS** thereof, the parties hereto executed this Agreement on the date of the last authorizing signature affixed below.

I hereby certify that I am legally authorized to execute this binding Agreement on behalf of the party for whom I sign, below.

**DONOR**

**CITY OF OLYMPIA**

Katya Miltimore  
Katya Miltimore, President- Elect  
West Olympia Rotary Club  
PO BOX 1781  
Olympia, WA 98507  
Olympia, WA 98507  
Email: [katya@washingtonclubs.org](mailto:katya@washingtonclubs.org)  
Telephone: 360.550.8511  
Date: 04/03/2024

\_\_\_\_\_  
Steven J. Burney, City Manager  
601 – 4<sup>th</sup> Avenue E  
PO Box 1967  
Olympia WA 98507-1967  
Telephone: 360.753.8447  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
Deputy City Attorney



**1. A cover letter explaining that you are offering the artwork to the City as a gift, and responding to the question: Is there a specific reason for donating this work to the City?**

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**2. The actual artwork(s), if available.**

The art piece will be a 3D carving Salish style house post depicting the significance of clean and healthy water for marine wildlife.

Material used: tight grain old growth Western red cedar log, acrylic paint.

Dimensions: 10 foot high, 30 inches wide, 24 inches deep

Colors: natural cedar color, with Puget Sound green, turquoise, and red oxide accents (see sketch).

Textures: cedar will be carved with a D adze and knife finished, with acrylic paint accents.

Utility requirements: possible external spotlighting;

The art piece will be placed on a 30" diameter cylindrical pedestal base of reinforced concrete sunk 6' (or according to code), and placed near the Rotary Point circle of West Bay Park in consultation with city park staff, Squaxin tribe, and West Olympia Rotary Club.

**SITE PLAN AND ELEVATIONS (Insert here)**

Since this is a city property, we hope that site plan and elevations are available from City of Olympia Parks and Recreation Department.

**3. A description of the fabrication, construction, and installation process and method. How the work will be completed and who will be responsible for doing the work.**

Local Salish artist, Taylor Wily Krise will acquire the cedar log, then carve, paint, and seal the art piece at his workshop near Shelton. Site prep at West Bay Park will happen in consultation with the City. The artist will direct the installation of the art piece at the park. The vertical carved log will be mounted to a steel beam mounted securely to the concrete pedestal. The support beam then will be covered by a carved cedar panel (120" x 30" x 2.5"). FORMA Construction has committed to assist with the entirety of the installation project. They were involved with a similar Rotary-led project, when Rotary Club of Olympia donated artwork to be installed at the Percival Landing. West Olympia Rotarians and others may assist with the process. The artist will be responsible for the carving and installation, with assistance as needed from other tribal members, and city staff.

**4. A written statement, drawings, photographs, and engineering documents responding directly to the criteria in the policy as they apply to your particular donation. This criteria includes:**

- Aesthetic quality see 6) below
- Proposed location - West Bay Park near Rotary Point circle, 700 West Bay Drive, Olympia, WA
- Donor restrictions/requests - Artist requests Salish blessing and drum circle at dedication ceremony
- Technical feasibility
- Technical specifications - see 2 and 3
- Budget: Estimated total cost of project \$50,000, 100% of which will be secured by West Olympia Rotary Charities Fund, a 501 ( c ) 3 organization. Support is being solicited from club members, local businesses and regional charitable funds. To date, over 20% of the funds have already been secured.
- Durability - Western Red Cedar, especially tight grained old growth, is rot resistant, and will be further treated with clear sealant. Acrylic paint is durable and tends to be fade resistant.
- Warranty - For outdoor sculptures, it is important to use a protectant sealant that is specifically designed for outdoor use and can withstand the elements. A popular choice is a clear acrylic sealant, which provides a durable protective coating. This type of sealant forms a barrier against moisture, UV rays, and other environmental factors that could potentially damage the sculpture. The longevity of the sealant will depend on various factors such as the specific brand, application method, and the sculpture's exposure to weather conditions. Generally, a well-applied acrylic sealant can last for several years, offering adequate protection to the carving and helping to preserve its beauty over time. However, it is recommended to periodically assess the condition of the sealant and reapply as needed to ensure continued protection.



- Vandalism and safety

We seek the City's guidance and experience in protecting other city-owned public art.

- Maintenance and preservation

Please see "Warranty" information above.

- Relationship to the City art collection - The City of Olympia in 2015 declared that the 2nd Monday in October be celebrated as Indigenous Peoples Day. This project honors the Salish culture and history of our area.

- Community process - Proposal is to be presented to Olympia's Art Commission

- Time line

Dec 2023/Jan 2024 - Presentation to City's Art Commission

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Spring, early summer 2025 - Installation of art piece.

#### **5. A current appraisal or donor's estimate of the artwork's value.**

Project estimated cost: \$45,000

#### **6. Information on the artwork's context, origin, and history. Where it comes from, where it has been, and where it has been exhibited. Is it part of an edition? Please explain.**

From artist's proposal to club: "The design will incorporate elements of Salish art, such as flowing lines, intricate patterns, and traditional motifs. The central theme of the artwork will revolve around water and its connection to marine wildlife. The carving will feature various marine creatures, such as salmon, starfish, octopus and shellfish and other marine life and emphasizing their dependence on clean water for their survival. Additionally, it will showcase the interplay between the marine ecosystem and the broader natural environment.

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Artist Taylor Krise's rendering of the project - center of carving is curved around pole toward viewer, the narrow side panels are flat in order for another flat panel to be attached on the back:



**7. The artist's current resume.**

See Addendum 1.

**8. A description and examples of the artist's work, including information on exhibitions and collections.**

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Taylor Wily Krise

(360) 463-9644

TaylorKrise45@gmail.com

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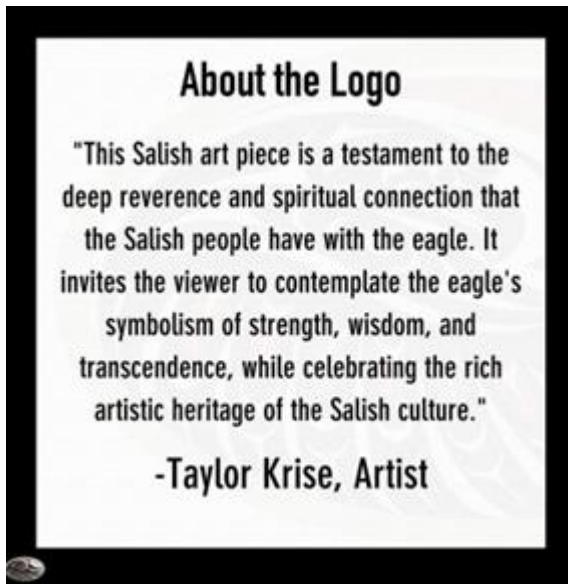
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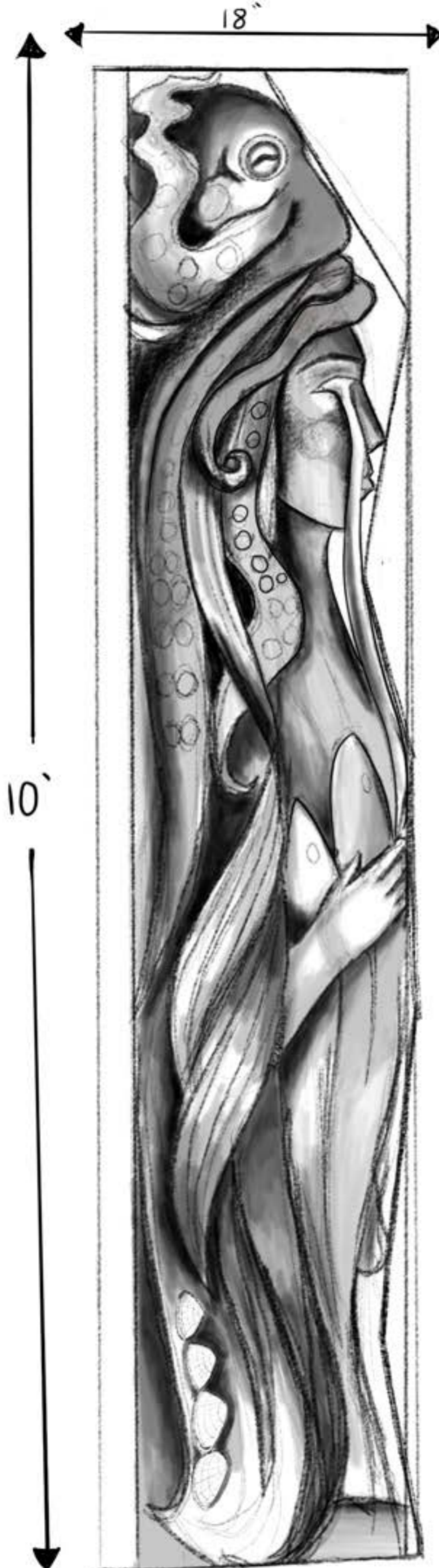
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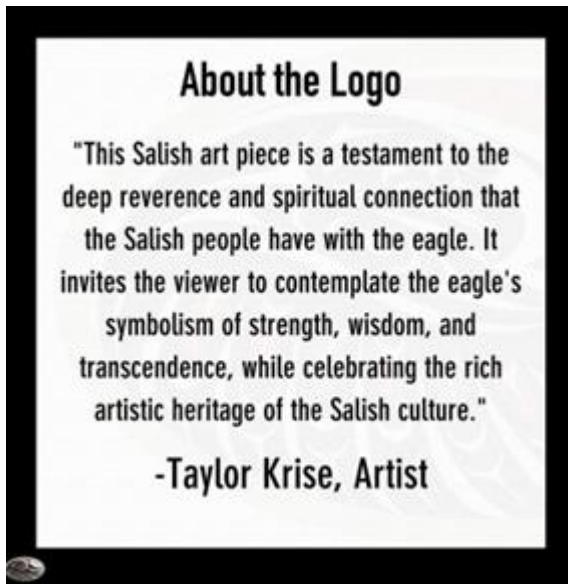
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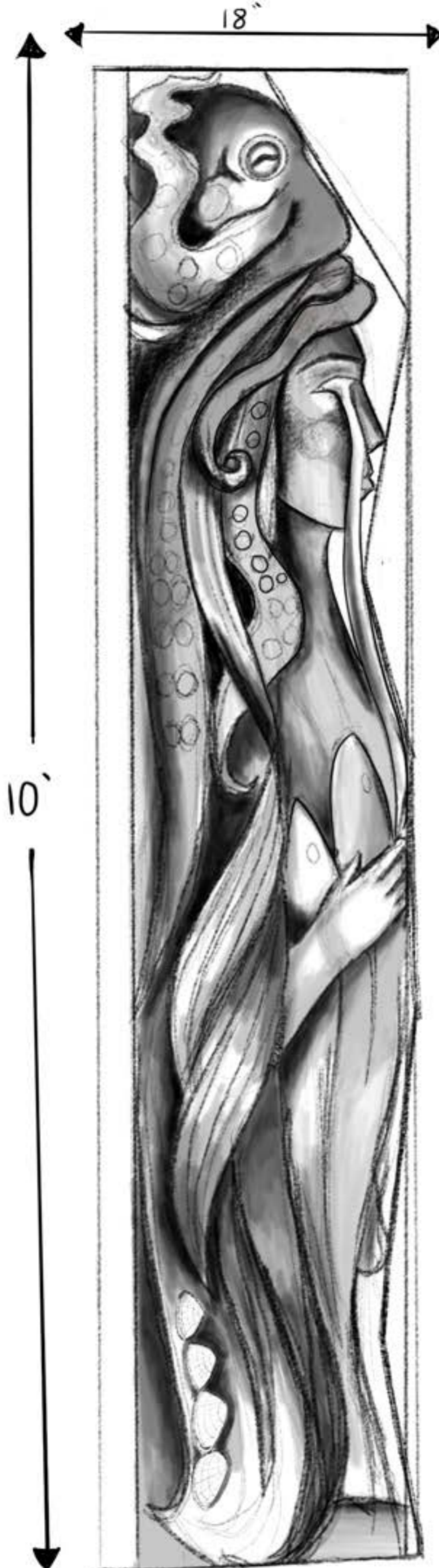
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## City Council

### Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.12 to include the Finance Director

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 4.L  
**File Number:**24-0322

---

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

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#### **Title**

Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.12 to include the Finance Director

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve on first reading, and forward to second reading, an Ordinance amending Olympia Municipal Code Chapter 2.12 to include the Finance Director.

#### **Report**

##### **Issue:**

Whether to approve on first reading, and forward to second reading, an Ordinance amending Olympia Municipal Code Chapter 2.12 to include the Finance Director.

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

Aaron BeMiller, Finance Director, 360.753.8465

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

None - Consent Calendar item.

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

In the past few years, local, state, and federal government entities have tightened requests for financial access made by the City and require correspondence from, depending on the organization, the City Finance Director, Treasurer, or Chief Financial Officer.

This update defines and clarifies in Olympia Municipal Code Chapter 2.12 that the Finance Director also serves as Treasurer and Chief Financial Officer for the City allowing the Finance Director to report to agencies as such as needed.

**Climate Analysis:**

This agenda item is expected to result in no impact to greenhouse gas emissions.

**Equity Analysis:**

One of the goals of the City's budget process is to ensure that city services are provided equitably to our residents and business communities, as well as the greater Olympia community. This agenda item is not expected to further impact known disparities in our community.

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

Members of the community may have an interest in this agenda item as it deals with City finances and fiscal governance.

**Financial Impact:**

There is no financial impact associated with this Ordinance.

**Options:**

1. Approve on first reading, and forward to second reading, the ordinance amending Olympia Municipal Code Chapter 2.12.
2. Do not approve ordinance amending Olympia Municipal Code Chapter 2.12.
3. Reschedule agenda item to another meeting.

**Attachments:**

Ordinance



Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTER 2.12 RELATING TO THE DUTIES OF THE FINANCE DIRECTOR AS TREASURER AND CHIEF FINANCIAL OFFICER FOR THE CITY OF OLYMPIA**

**WHEREAS**, the City of Olympia has a Finance Department that is supervised by a Finance Director who is responsible for performance of all financial, accounting, and auditing functions of the City of Olympia. The Finance Director is responsible for all work of the department, and is responsible for hiring and supervising employees in the Finance Department;; and

**WHEREAS**, it is necessary to clarify for purposes of state law and the Olympia Municipal Code that the Finance Director is the treasurer and chief financial officer for the City of Olympia;

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

**Section 1. Amendment of OMC 2.12** Olympia Municipal Code Chapter 2.12 is hereby amended to read as follows:

**Chapter 2.12  
OFFICERS**

2.12.000 Chapter Contents

Sections:

- [2.12.010](#) Designated.
- [2.12.020](#) Appointment--Removal.
- [2.12.030](#) City Clerk--Duties.
- [2.12.040](#) City aAttorney--Duties.
- [2.12.050](#) Finance Director --Duties.
- [2.12.060](#) Director of Public Works--Powers and duties.

2.12.010 Designated

The officers of the City, besides the City Manager, Mayor and Councilmembers, shall be as follows: a City Clerk, a City Attorney, a Municipal Judge, a Finance Director, a Chief of Police, a Chief of the Fire Department, and a Director of Public Works. Additional offices and employment shall be created in the budgetary process as the Council finds necessary or advisable, and the Council shall determine the powers and duties of each office.

2.12.020 Appointment –Removal

Each officer shall be appointed by and shall serve at the pleasure of the City Manager, except that the Municipal Court Judge shall be elected pursuant to RCW [3.50](#). Removal of officers by the City Manager is

subject to the provisions of any applicable law, rule or regulation relating to civil service and public employment and the City's personnel regulations.

#### 2.12.030 City Clerk –Duties

It shall be the duty of the City Clerk or their designee to retain on file in accordance with state law all papers and documents belonging to the City; to keep a record of City Council meetings and proceedings, resolutions and ordinances; and to perform all other duties required by law or by the ordinances of the City.

#### 2.12.040 City Attorney –Duties

The City Attorney shall be the legal advisor of the City Council and of all the other officers of the City in relation to matters pertaining to their respective offices. The City Attorney or their designee shall represent the City in all litigation in all courts in which the City is a party or directly interested and shall prosecute all violations of the City ordinances, and shall act generally as the attorney for the City and the several departments of the City government and shall perform such other duties as the City Council may direct. The City Council or City Manager may hire special counsel from time to time for any purpose deemed necessary.

#### 2.12.050 Finance Director -Duties

The Finance Director or their designee shall be responsible for and in charge of the Finance Department of the City and shall perform all financial, accounting, and auditing functions of the City. The Finance Director shall be responsible for all work of the department, and shall be responsible for hiring and supervising employees in the Finance Department. The Finance Director shall fulfill the duties and perform the tasks of treasurer and chief financial officer of the City, as may be required by state law or this code.

#### 2.12.060 Director of Public Works –Powers and duties

The Director of Public Works or their designee shall be responsible for and in charge of the Department of Public Works. The Director of Public Works shall have general responsibility for engineering, utilities, transportation, fleet, facilities, and other assigned operations and maintenance programs.

**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 passage and publication, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

Mark Barber  
\_\_\_\_\_  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of the Grass Lake Nature Park Public Art Concept Design

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 6.A  
**File Number:**24-0312

---

**Type:** decision   **Version:** 1   **Status:** Other Business

---

#### **Title**

Approval of the Grass Lake Nature Park Public Art Concept Design

#### **Recommended Action**

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

Pending decision at their April 11, 2024 meeting, project artist Abe Singer will present the Grass Lake Nature Park Public Art Concept Design for Council consideration.

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

Move to approve the Grass Lake Nature Park Public Art Concept Design.

#### **Report**

##### **Issue:**

Whether to approve the Grass Lake Nature Park Public Art Concept Design by Abe Singer.

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

Stephanie Johnson, Arts Program & Planning Supervisor, Parks, Arts & Recreation, 360.709.2678

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

Stephanie Johnson, Arts Commission Staff Liaison  
Abe Singer, Project Artist, Grass Lake Nature Park Public Art

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

On October 3, 2023, the City Council approved the Grass Lake Nature Park Public Art Project as an addition to the Arts Commission Work Plan and the draft Call for Art. The City Council approved Abe Singer as the Grass Lake Nature Park Project Artist on January 23, 2024.

The Grass Lake Nature Park Public Art Project centers around a large (10' diameter x 23' long) mild steel water tank (3/8" thick) on the park property to be repurposed for three sculptural elements to be sited in the park:

- One bird blind (approx. 6' x 10') along the boardwalk for viewing of the birds without being seen by them.
- Two entry elements sited at the entrances to the park along Harrison Avenue and Kaiser

Road, welcoming visitors to the park and continuing the use of the steel tank material as a theme throughout the park. These entry elements can be more artistic and sized at the artist's discretion.

At 195.71 acres, the park contains the headwaters of Green Cove Creek and one of the most environmentally intact wetland systems in northern Thurston County. Over 100 bird species and 200 plant species have been recorded in the park.

Grass Lake Nature Park's primary functions are wildlife protection, wildlife viewing, and environmental education. Artist reuse of the steel tank will have several benefits, such as redirecting salvage material for creative reuse and offering the opportunity for deeper connection to the recent history of the site. The project artist was required to participate in one community meeting/site visit with students from the neighborhood middle school to learn about the science of the site, and this concept plan presentation with the Olympia Arts Commission, prior to City Council consideration of the concept design.

On February 20, 2024, Mr. Singer met with City staff for review of the Grass Lake construction process and documents.

On February 28, 2024, Mr. Singer met with students from Marshall Middle School's Citizen Science Program to learn about the nature of the park to help inform his design for sculpture.

The Arts Commission conducted a public hearing on April 11 to receive and collect feedback from the public regarding the Grass Lake Nature Park Public Art Concept Design in order to provide feedback to the artist and this recommendation to City Council. If the concept design is approved by City Council, the artist will work on final design details for final approval from the Arts Commission at their May 9, 2024 meeting, and once approved will move into sculpture fabrication.

**Climate Analysis:**

Utilizing repurposed material from the site reduces need for virgin materials and the associated carbon used for processing and transportation.

**Equity Analysis:**

This project includes collaboration with Citizen Science Institute students at Thurgood Marshall Middle School.

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

The Citizen Science Institute students consider themselves stewards of the park and are very involved with tree planting and other volunteer efforts.

**Financial Impact:**

Budget for the artwork is \$32,000 from the Municipal Art Fund.

**Options:**

1. Approve the Grass Lake Nature Park Public Art concept design as presented. The artist will work on final details to present to the Arts Commission for final approval on May 9, 2024.
2. Do not approve the design and provide feedback to the Arts Commission.
3. Do not approve the concept design.

**Attachments:**

Presentation - 12.03.23

Presentation - 01.23.24

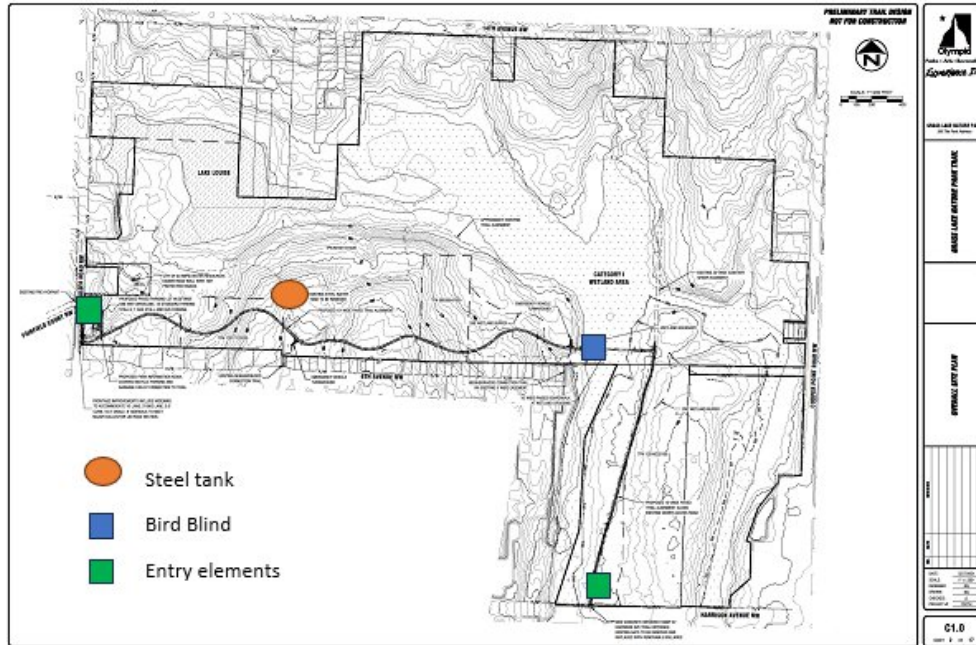


# Public Art at Grass Lake Nature Park



## Grass Lake Nature Park and Improvements





### Public Art Proposal:

- One bird blind and two entry elements created from an existing steel water tank on the property.
- Proposed budget \$32,000
- Public process component would involve the project artist learning about the site with students from Thurgood Marshall Middle School Citizen Science Institute.

# Grass Lake Nature Park Public Art Proposal Site Plan



## Next Steps

If approved, staff and Arts Commission will move forward in the artist selection process.

- January 2024 | City Council approval of project artist
- March – May | Concept plan development and City Council approval
- July 2024 | Park construction projected to begin



# Grass Lake Nature Park Public Art Project

## Project Artist Recommendation



**Metamorphosis**

steel, stainless steel, glass, lighting

18' x 10' x 4'



**Metamorphosis (close up)**  
steel, stainless steel, glass, lighting  
18' x 10' x 4'



**Beyond the Surface (in progress)**  
stainless steel, weathering steel, glass, glass enamel  
12' x 8' x 6'



**Tree of Life**

steel, copper, stainless steel, glass, lighting

6' x 5' x 18"



**Rockfish**

steel and weathering steel

6' x 10' x 4'





**Shark!**

steel, stainless steel, copper, sand

14" x 24" x 14"



**Fleurescence**

stainless steel, stained glass mosaic

36" x 32" x 32"



**Reflection**

steel (salvaged and new)

8' x 4.5' x 3'

If approved, following the contract process, the schedule for design development follows:

- January 2024 City Council approval of project artist
- March - May 2024 Concept plan development and City Council approval, including one community meeting/site visit with Citizen Science Institute students from Thurgood Marshall Middle School to learn about the science of the site, and a concept plan presentation with the Olympia Arts Commission.
- June 2024 Park construction projected to begin
- July 2024 Steel tank available for selected artist
- September 2024 Artwork installed



Thank you.  
Questions?



## City Council

### Parking Strategy Briefing

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 6.B  
**File Number:** 24-0285

---

**Type:** report **Version:** 1 **Status:** Other Business

---

#### **Title**

Parking Strategy Briefing

#### **Recommended Action**

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

Not referred to a committee.

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

Receive a briefing on the City of Olympia Parking Strategy.

#### **Report**

##### **Issue:**

Whether to receive a briefing on the City of Olympia Parking Strategy.

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

Chelsea Baker van Drood, Parking Services Program Specialist, Community Planning & Development, 360.239.3468

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

Chelsea Baker van Drood, Parking Services Program Specialist, Community Planning & Development

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

The Downtown Parking Strategy provides short, mid and long-term actions to support Downtown goals.

Strategies include:

1. Implementing tools to manage the Parking Program and enforcement and improve customer convenience.
2. Improving on-street parking.
3. Reinvigorating off-street parking.
4. Improving access to downtown.
5. Addressing residential and employee parking
6. Addressing parking for arts, culture, and entertainment uses.
7. Improve disabled parking management.

Since its adoption in April 2019, staff have advanced implementation of the Parking Strategy and will present the City Council with the overall goals and the progress to date.

**Climate Analysis:**

The Parking Strategy, approved by City Council in 2019, is expected to result in both short and long-term reduction in greenhouse gas emissions by promoting alternative forms of transportation, minimizing the need to circle for parking, and promoting compact urban areas within the City. Properly managing existing parking infrastructure will reduce the need for adding new surface lots that significantly reduce urban density and have a carbon footprint of their own. Maintaining an on-street parking occupancy rate below 85% ensures that vehicles can find parking quickly, easily, and in close proximity to their destination. Occupancy rates higher than 85% cause drivers to hunt for parking spaces, which slows and congests traffic and needlessly uses fuel without adding miles to the overall distance traveled. The Parking Strategy includes guidelines for disincentivizing single occupancy driving, increasing public EV charging infrastructure, and making alternative modes of travel more attractive by improving public transit infrastructure and frequency, reducing transit fares, and improving pedestrian and bicycle infrastructure.

**Equity Analysis:**

Paid parking does not create an equitable financial burden for everyone in our community. Vehicle owners with low incomes pay a higher percentage of their income when paying for parking or a citation than vehicle owners with moderate and high incomes. BIPOC individuals are more likely to have low incomes and be disproportionately affected by fees and fines. Parking Services addresses these disparities in a few different ways. People who have low incomes have the option of setting up a payment plan for citations so they can pay smaller amounts over a longer period of time, relieving some of the financial burden of receiving a parking ticket. They have the right to appeal citations and request a lower fee due to financial hardship and low-income residents of downtown can receive a 50% discount on residential parking permits.

Many of our lowest income residents do not own vehicles. According to ArcGIS data, 4.6% of occupied homes in Olympia do not have access to a vehicle. Households that do not have access to a vehicle tend to have lower incomes than those that do have access to a vehicle. All forms of parking - including on-street, surface lots, and garages - have costs associated with building and maintaining them, such as the costs of land use, concrete pouring, painting stall markings, lighting, cleaning, and crack sealing. When parking fees are paid by drivers, it provides a more equitable outcome than "free" parking that is paid for through higher prices on housing, goods, and services. Separating the cost of parking from the cost of other items gives vehicle owners a financial incentive to use other modes of transportation, which supports the city's climate goals, and completely removes the financial burden of parking from those who do not own a vehicle. Olympia is home to an award-winning public transit system which has been zero-fare since January 2020. The Parking Strategy promotes the use of our free public transit system for all individuals in the community and supports transit upgrades that make it a viable option for more people in our community regardless of income level or disability status. The Parking Strategy also promotes walking and biking by encouraging infrastructure changes that make alternative transportation methods safer, more comfortable, more convenient, and ADA compliant.

Maintaining an occupancy rate below 85% for all on-street parking is considered the gold standard in the parking and mobility industry. In our downtown, this usually translates to one open stall per block

face. Ensuring that there is at least one available space on every block face means that everyone can find a spot close to their destination, and a shorter distance for individuals with mobility issues to travel between their vehicle and their destination. This can be crucial for individuals with disabilities who want access to downtown amenities such as restaurants, retail stores, offices, and events. A four-hour time limit within the downtown core for vehicles displaying disability placards creates a barrier for individuals with disabilities parking for longer than four hours. They may have to park farther away from their destination in an area that does not have a time limit for disabled parking or re-park their vehicle when the time limit expires. The data collected as part of the Parking Strategy shows that the four-hour time limit for disabled parking is crucial for keeping the occupancy rate below 85% in the downtown core. The Parking Strategy recommends that vehicles with disabled parking privileges utilize off-street disabled parking stalls for long-term parking, and Parking Services promotes the use of Intercity Transit's free Dial-A-Lift service for individuals with disabilities who may need to access the downtown core for longer than four hours. Dial-A-Lift provides door-to-door transit service for community members with disabilities who are unable to walk far enough to utilize traditional public transit or require additional support for their mobility within Thurston County.

Using time limits to maintain an occupancy rate below 85% allows customers to easily park near businesses, which benefits the local economy, but workers and residents often have to park on the outskirts of the downtown core several blocks from their job site or home in designated long-term parking areas. Downtown workers and residents may not feel comfortable walking several blocks to their car, especially after dark, due to safety concerns. This disproportionately affects individuals who identify as female since they are more likely to experience sexual violence and may be stereotyped as less capable of self defense. The Parking Strategy supports the improvements proposed in the 2016 Downtown Strategy to increase safety such as improved lighting, better visibility, redevelopment of blighted properties, and increased patrols.

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

A 2015 survey of downtown businesses revealed that parking is a top concern for businesses and customers.

**Financial Impact:**

There is no financial impact related to this briefing.

**Options:**

1. Receive the briefing.
2. Do not receive the briefing.
2. Schedule the briefing for another time.

**Attachments:**

Parking Strategy



# Downtown Parking Strategy





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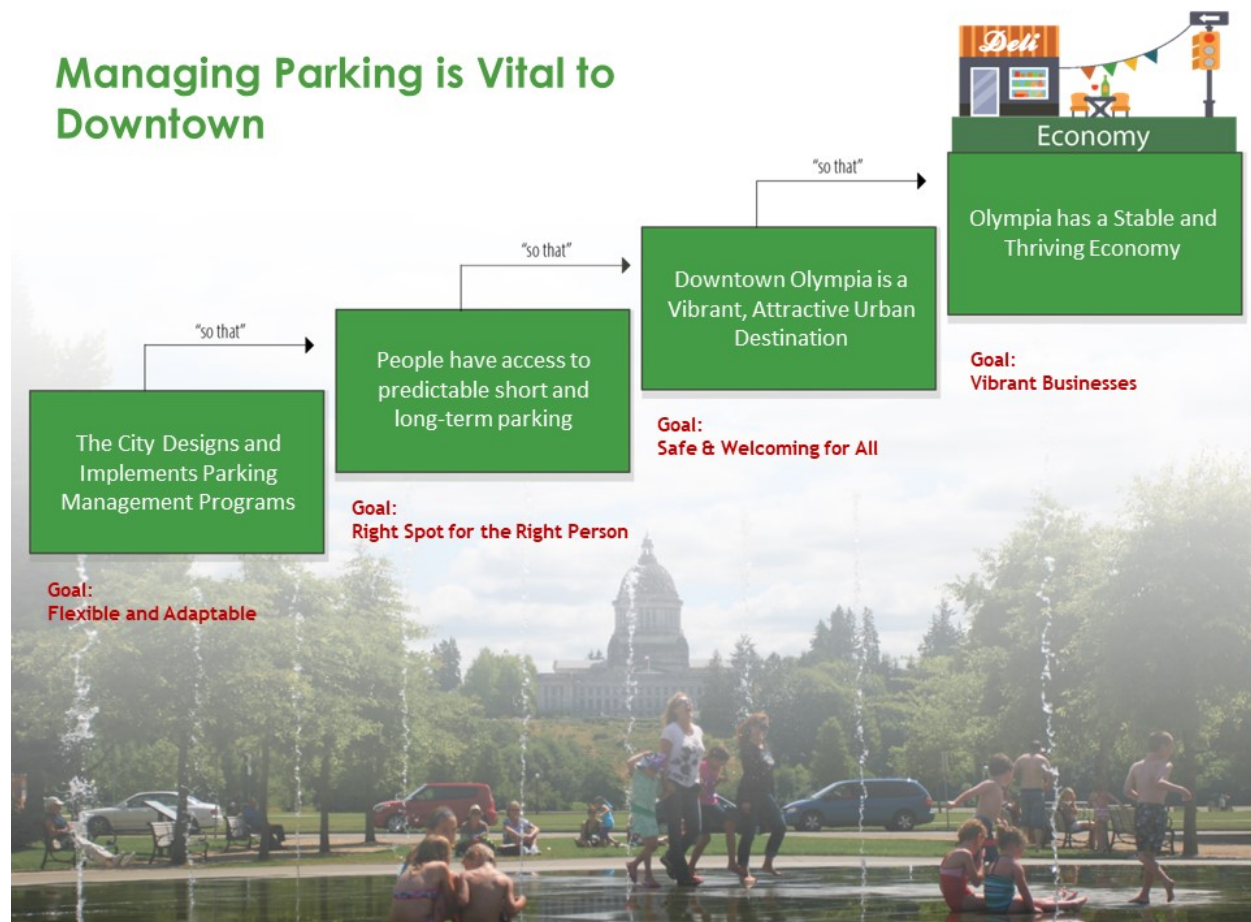
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**Downtown Parking Strategy Adopted by Council on April 16, 2019.**

# Project Overview

Downtown Olympia is growing. Historically Downtown has not been a major residential area, yet in recent years new residential and mixed-use projects are bringing new energy and activity and changing the nature of Downtown including around parking. Currently approximately 50% of the ground floor land use in Downtown is surface parking, which the City desires to see redeveloped into more active uses as part of its Downtown Strategy. To support the City's goals for Downtown parking will be consolidated overtime from primarily surface parking lots to parking garages with more active streets and public spaces. The Downtown Parking Strategy provides a framework to support the City's Downtown Strategy focused on a vibrant, livable, and thriving area (See Figure 1).

Figure 1: Downtown Parking Strategy Diagram



## Guiding Principles

The guiding principles for the Downtown Parking Strategy are intended to inform and guide short- and long-term decision-making for the Downtown parking system and support other goals for Downtown and desired outcomes. The guiding principles address questions such as the role of the City in providing and managing parking downtown, the role of the private sector, desired outcomes such as supporting

local businesses, active and lively streets, and new housing. The guiding principles also address key management issues such as whether the system pays for itself. The guiding principles will allow the City to adapt to changing conditions over time and achieve long-term success in providing and managing parking in the Downtown.

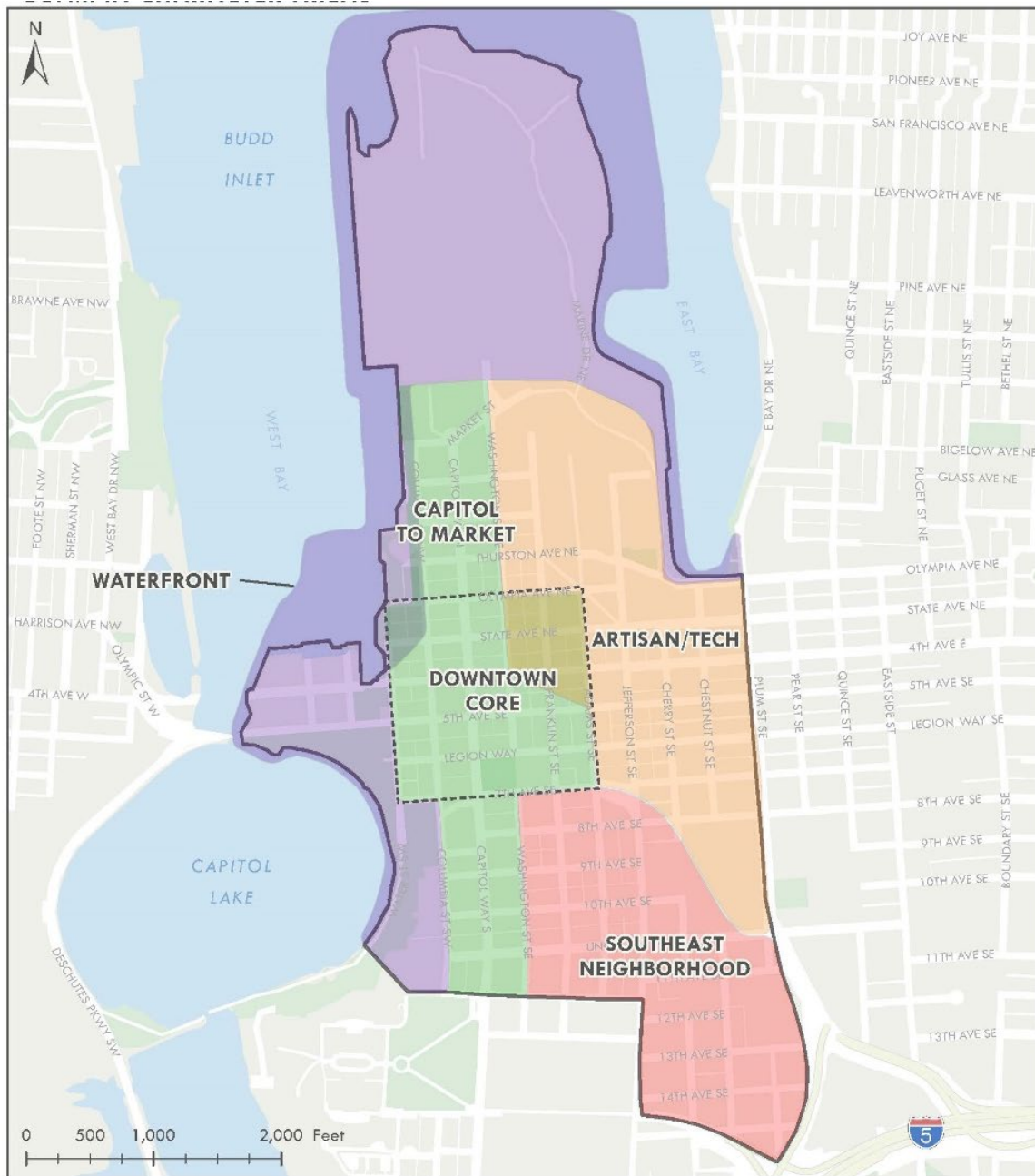
The City of Olympia's Downtown parking system:

1. Supports a **Vibrant and Attractive Downtown**.
2. Recognizes the value of on-Street parking to **Support Retail Uses in the Downtown Core**.
3. Is **Convenient and Intuitive** for short and long-term users.
4. **Compliments people's choices** to walk, bike, share a ride, or take the bus Downtown.
5. Encourages the **Efficient Use of Parking** to implement land use goals.
6. Is Financially Sound.
7. Is **Flexible, Adaptable, and Innovative** to meet changing needs and demands.

## Study Area + Character Areas

The project study area and character areas from the Downtown Strategy are shown below in Figure 2. Parking data was collected for on and off-street facilities within the study area and data was further analyzed by character area. Parking strategies include overall strategies for the Downtown and strategies tailored to specific character areas.

Figure 2: Project Study Area + Downtown Character Areas



BERK,  
2017;  
City  
of

- LEGEND**
- Downtown Boundary
  - Downtown Core
  - Artisan/Tech
  - Capitol to Market
  - Southeast Neighborhood
  - Waterfront

**CITY OF OLYMPIA**  
Map Date: June 2017



Olympia, 2017

# What We Heard

The City provided several opportunities for public input during the development of the Downtown Parking Strategy including an advisory committee, an online survey, stakeholder interviews, and a public open house.

## Advisory Committee

The advisory committee included representatives from key stakeholder groups in Downtown. The advisory committee met four times to review project deliverables and provide input and guidance on the Strategy. The following is a list of advisory committee members:

- **Jill Barnes**, Washington Center for the Performing Arts
- **Todd Cutts**, Olympia Downtown Association
- **Bobbi Kerr**, Parking and Business Improvement Area
- **Jeff Trinin**, Always Safe & Lock
- **George Carter**, WA Department of Enterprise Services
- **Rebecca Brown**, Bicycle, Pedestrian Advisory Committee

## Online Survey

The City of Olympia conducted an online survey on parking in Downtown Olympia between January 24<sup>th</sup> through March 6<sup>th</sup> of 2017. A total of 2,623 responses were received.

The following summary provides question-by-question results to the survey, an analysis of the four open-ended questions, and takeaways from the overall results. A detailed summary of the survey results is available in Appendix B.

### *Survey Takeaways*

The following are the major findings from the survey results:

- A desire for more signage and marketing around off-street lots was a common comment – many respondents aren't aware of the off-street facilities that are available, and when they're available.
- Walkability and feelings of safety may increase willingness to park further from destination.
- Pedestrian, bicycle, and transit investments are important to many respondents and they feel that addressing these priorities will create a greater desire to be downtown, offer alternatives to parking, and create a more inviting environment for those parking further from their destination.
- Many of the survey respondents would like to see a centrally-located garage in Olympia. Some respondents recognize the cost associated while others would like to see the garage and other lots in Downtown be provided for free. Many of those who would like a garage also specified that safety and security at the facility would be essential to the success of a Downtown parking garage.
- Seventy-three percent of respondents typically find parking within an acceptable distance, only 10.6% of respondents find they are forced to park an unacceptable distance from their destination.
- Many respondents identified the DASH shuttle as a great resource, and some specified a desire for expanded services.

- Some commenters felt positively about the way the parking system is now, appreciate that prices are responsible, and feel that parking is available when they need it at a reasonable distance from their destination.
- Respondents stated they would like to see more shared parking with private businesses during closed business hours.
- Free and less expensive parking is desired by many respondents.

## Stakeholder Interviews

As part of the Olympia Parking Strategy, BERK Consulting interviewed key stakeholders about their experiences and perceptions about parking Downtown, strategies to improve parking, and how parking can support the City’s vision for Downtown. A total of 12 stakeholders were interviewed. They represented the business and non-profit communities that operate Downtown.

The stakeholders expressed consistent viewpoints for the potential of Downtown Olympia to grow and the need to pro-actively address parking in Downtown. Stakeholders also see a larger connection between the quality of Downtown Olympia and parking issues that occur. There is an interest in investing in Downtown to improve streetscapes and the parking/walking experience. Stakeholders also expressed an interest in more appealing through safety measures and cleanliness efforts. The following are the major themes from the interviews:

### Vision for Downtown

Stakeholders see Olympia as a changing community, going from a City with a small-town feel to a City with an urban feel. As the City grows, there will be opportunities for development to support the overall experience of living in or visiting Downtown.

“Downtown is the heart of the community, and should be encouraging and welcoming to the entire population.”

### Downtown Safety

Public safety and cleanliness was a concern for Downtown among those interviewed. Stakeholders expressed an interest in not letting the potential for growth take a focus away from providing for a safe and attractive Downtown, while also helping to provide services to those in need.

“We need to deal with homelessness and mental health problems. We can’t leave people behind or ignore problems in our community. I wouldn’t keep my own business if I didn’t know we could face these problems and solve them. We need to work diligently to make Olympia even more hospitable and complete.”

### *Parking Challenges Downtown*

#### **Parking Logistics**

Events and the legislature, while they are in session, cause the largest parking problems, as well as some busy weekends. Downtown Olympia deals with many modes of travel for different purposes throughout the day, and there seems to be no organization to deal with parking. This leads to times where it seems like there is a lack of parking and others when there is an abundance of parking.

“The City should help coordinate parking for businesses and events, help co-locate places with compatible parking schedules. Everybody is going to the same places at the same time, that could be better managed.”

## Public Perceptions of Parking

Many stakeholders think that there is enough parking in the area, but it's not coordinated enough or people's perceptions are not realistic concerning parking. Stakeholders mainly agree that a short walk to their business is good for customers, but that the experience could be made more pleasant in some ways.

## Improvements Over Time

Stakeholders interviewed felt the pace of change to solve identified parking issues has been slow, but also feel a commitment to continue helping the City and community make progress. Ideas for parking improvement and the overall experience of visiting Downtown were connected by stakeholders.

“There's a perception of a lack of parking more than a real lack of parking. People expect to go to the store they want and park right in front of it, but usually if you drive a block away you find a spot. When I go to the mall or Wal-Mart, I always have to walk from the back of the parking lot. I never get a spot right in front of the one store I need to go to. Get the word out that there is parking, and that a short walk is okay.”

“We probably will never find a permanent solution to parking, but we can work on it all the time, and celebrate and acknowledge our successes.”

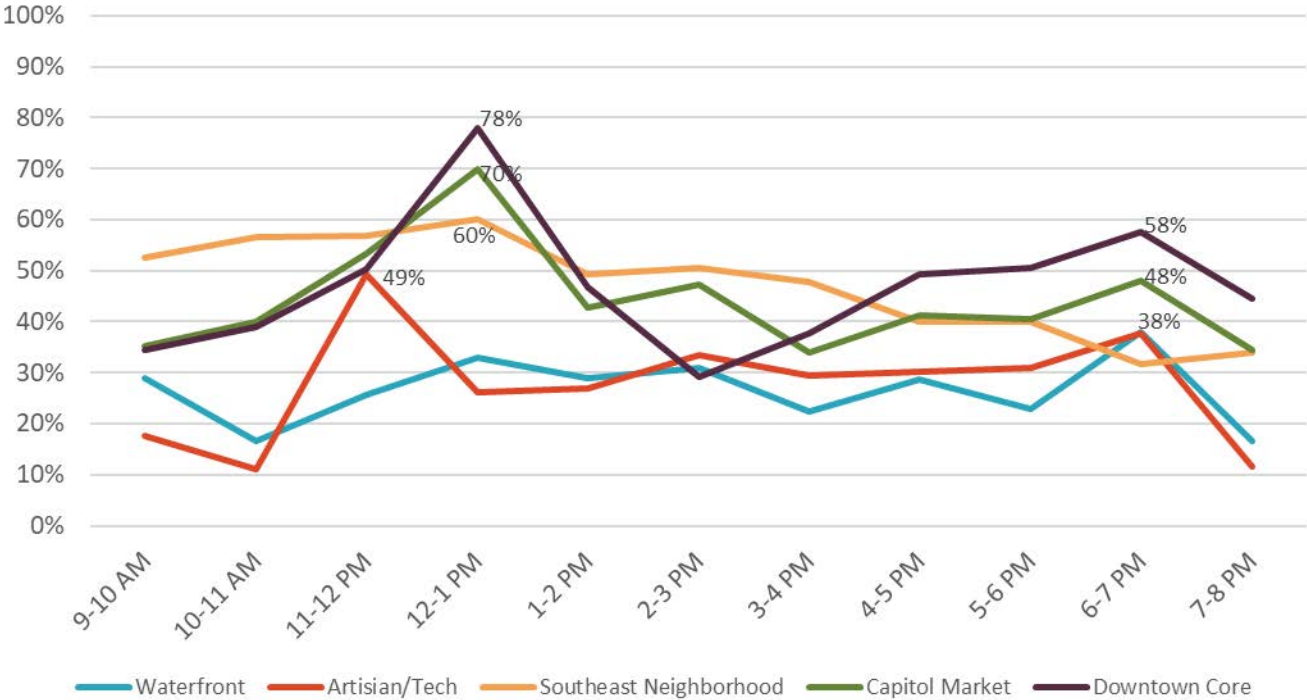
# Data Collection

To better understand current conditions and how parking is currently being used data was collected for both the on and off-street on Tuesday March 7, 2017 between 9am and 7pm. Data was also collected on Saturday May 6, 2017 for a smaller sample of on and off-street facilities. More detail is provided below on data collection efforts.

## Findings

- **The Downtown Core District had the highest on-street peak occupancy during the weekday data collection period.** The peak occupancy in the Downtown core was 78% during the middle of the day on Tuesday March 7, 2017. The Capitol to Market District had the next highest occupancy at 70%. Many blocks had occupancies above 85% during peak times.

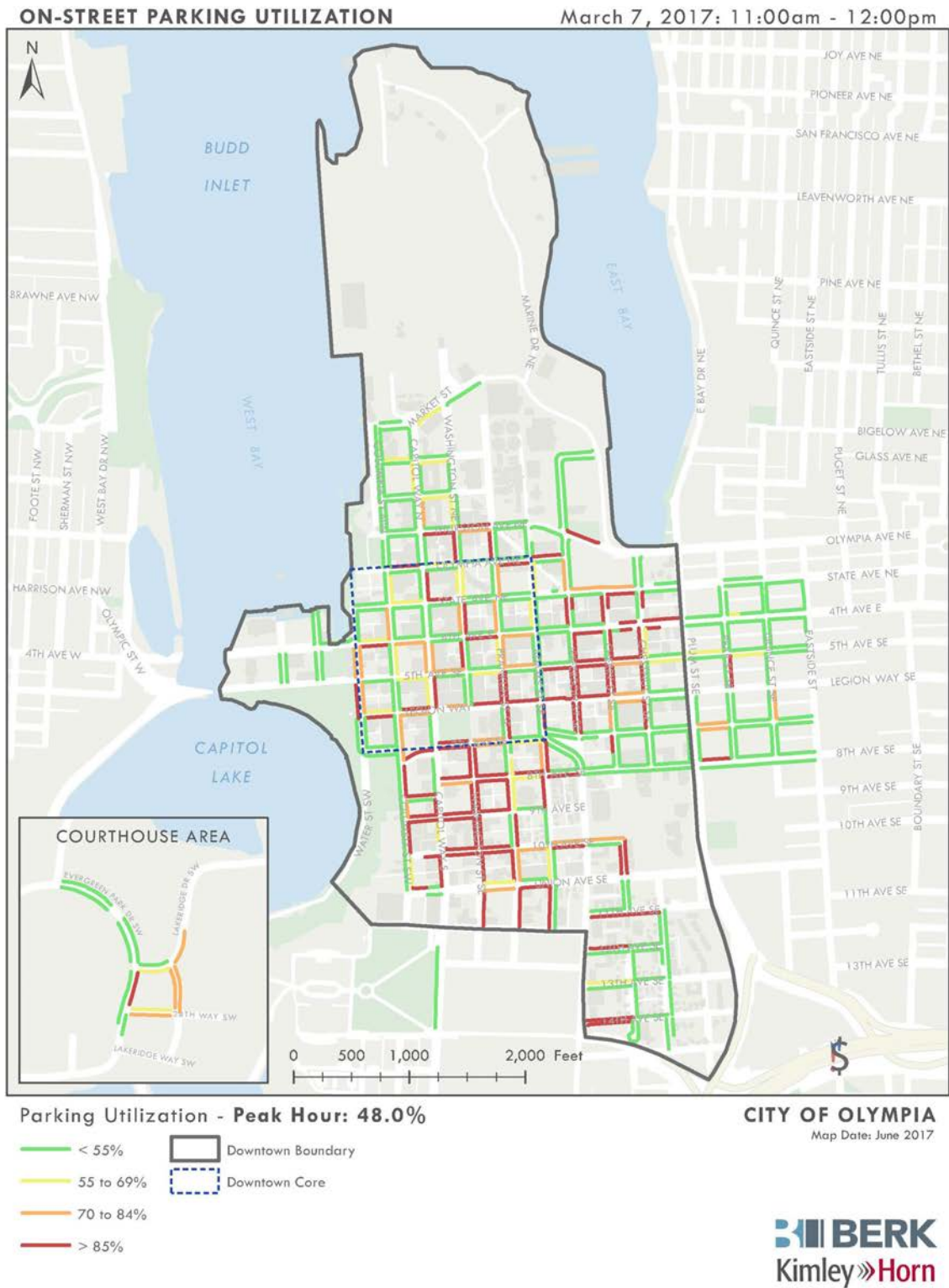
Figure 3. Hourly On-Street Occupancy, by Character Area



BERK, 2017; Kimley-Horn, 2017



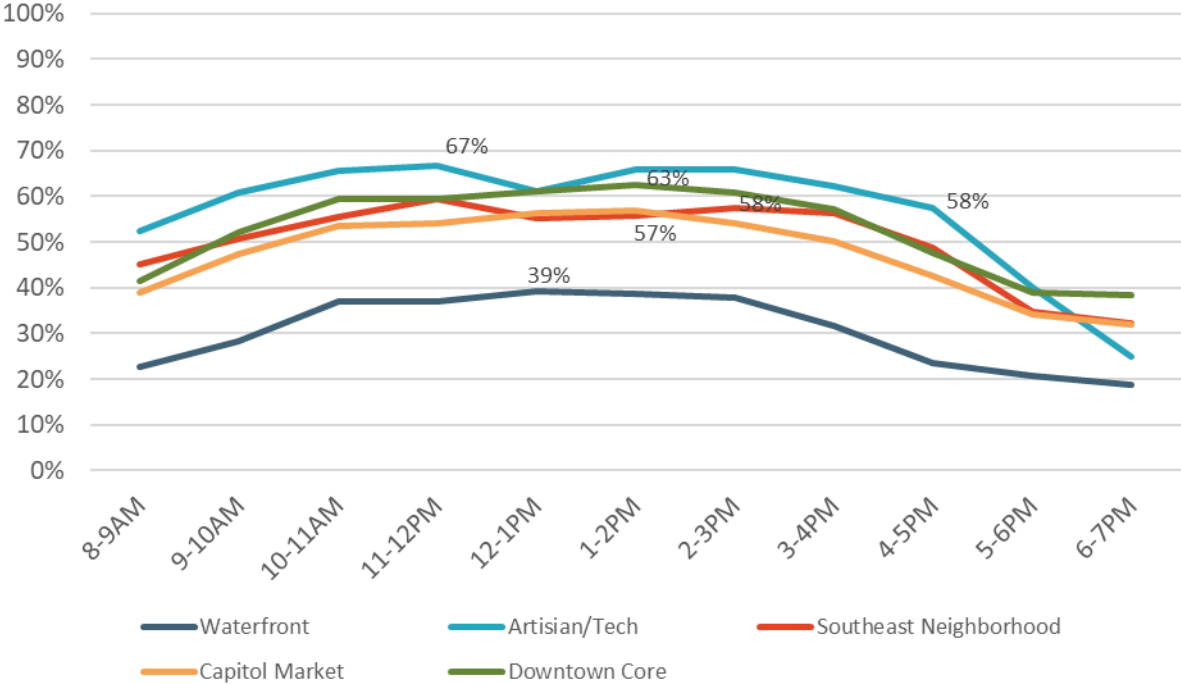
Figure 4: On-Street Peak Occupancy



BERK, 2017; Kimley-Horn, 2017

- The Artisan/Tech District had the highest off-street occupancy during the weekday data collection period. The highest off-street peak occupancy within the Downtown character areas was observed in the Artisan/tech District at 67% followed by the Downtown core at 63%.

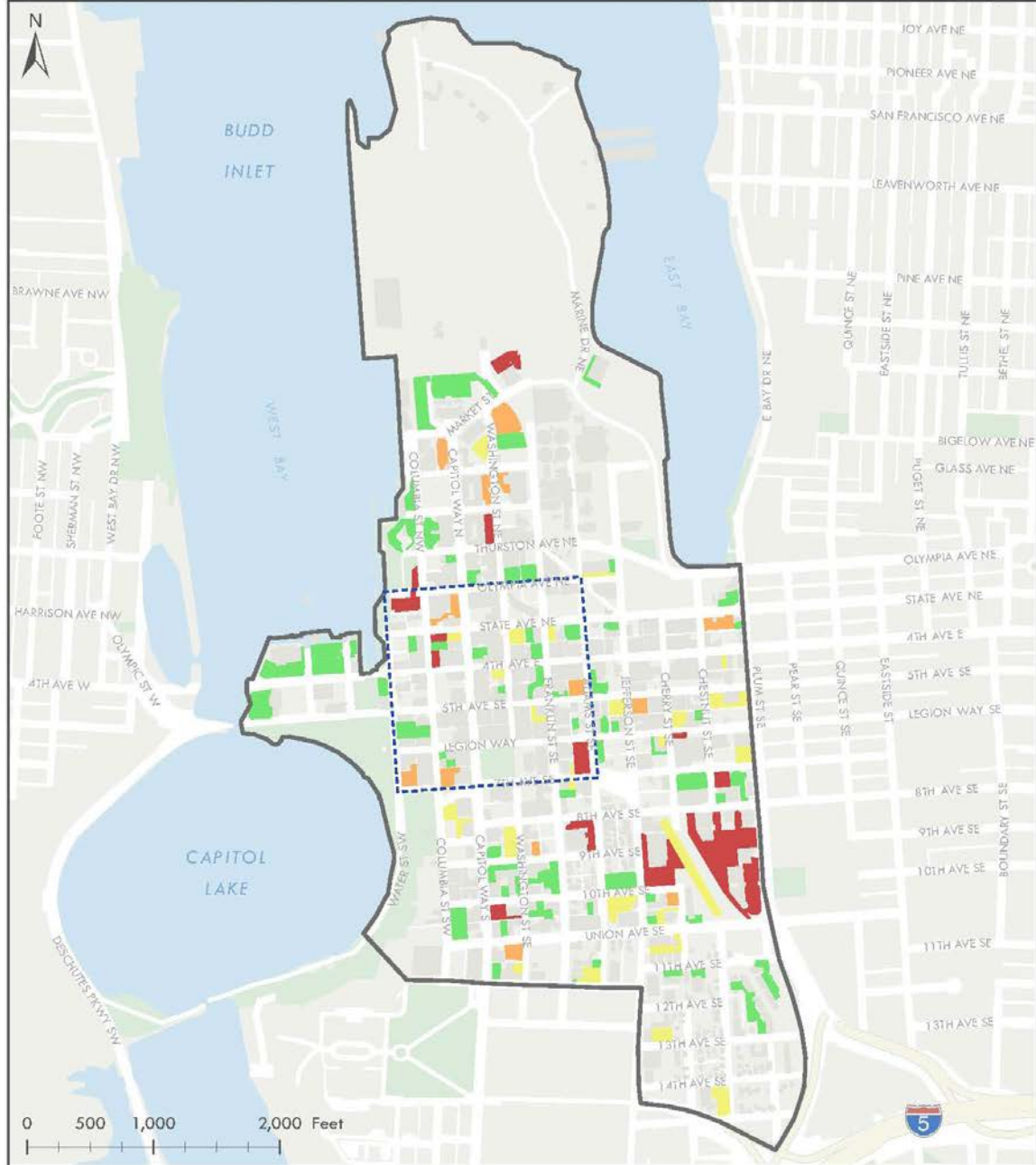
Figure 5: Downtown Study Area Hourly Off-Street Occupancy, by Character Area



BERK, 2017; Rick Williams Consulting, 2017

Figure 6: Downtown Study Area Peak Occupancy

**OFF-STREET PARKING UTILIZATION** March 7, 2017: 11:00am - 12:00pm



Parking Utilization - Peak Hour: **58.3%**

- < 55%
  - 55% to 69%
  - 70% to 84%
  - > 85%
- Downtown Boundary
  - Downtown Core

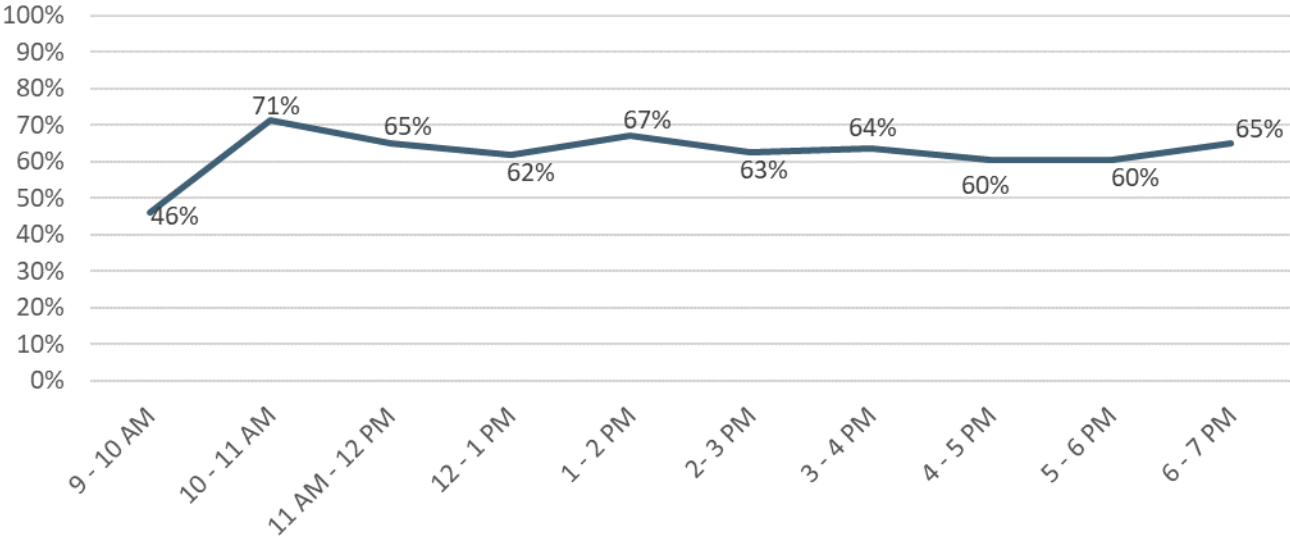
**CITY OF OLYMPIA**  
Map Date: June 2017



BERK, 2017; Rick Williams Consulting, 2017

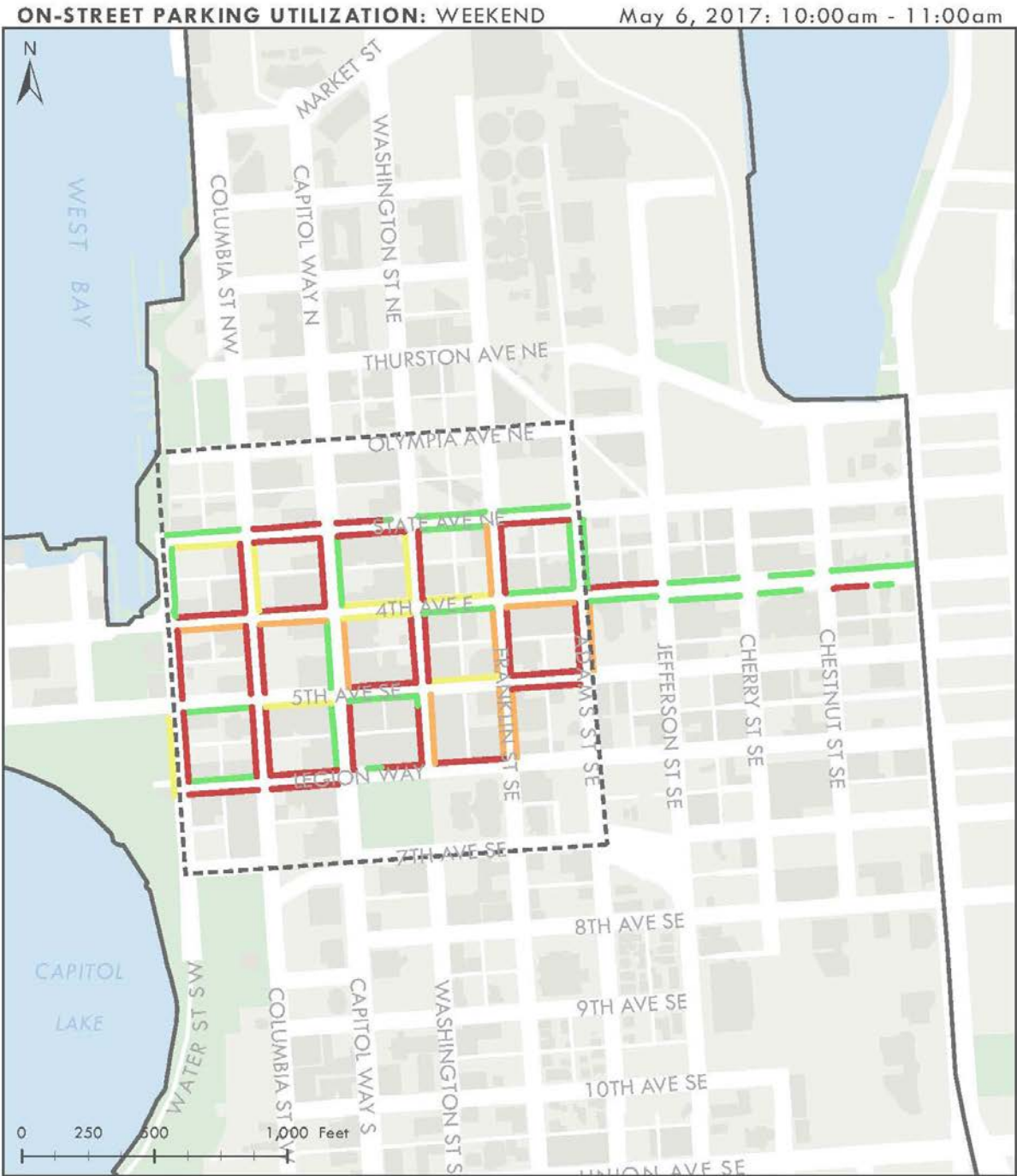
- **Off-street facilities are underutilized.** The peak occupancy for off-street facilities in the Downtown was approximately 53% during the weekday count and 31% for the weekend counts at selected facilities. At peak occupancy during the weekday count, there were 2,218 parking stalls available within the lots that were surveyed.
- **Weekend on-street occupancy is consistent throughout the day.** The weekend on-street counts in the Downtown core showed relatively consistent occupancy throughout the day indicating low vehicle turnover and is likely due parking being free and not time restricted.

Figure 7: On-Street Hourly Weekend Occupancy



BERK, 2017; Kimley-Horn, 2017

Figure 8. On-Street Peak Weekend Occupancy



Parking Utilization - Peak Hour: 71.1%

- < 55%
- 55 to 69%
- 70 to 84%
- > 85%
- Downtown Boundary
- Downtown Core

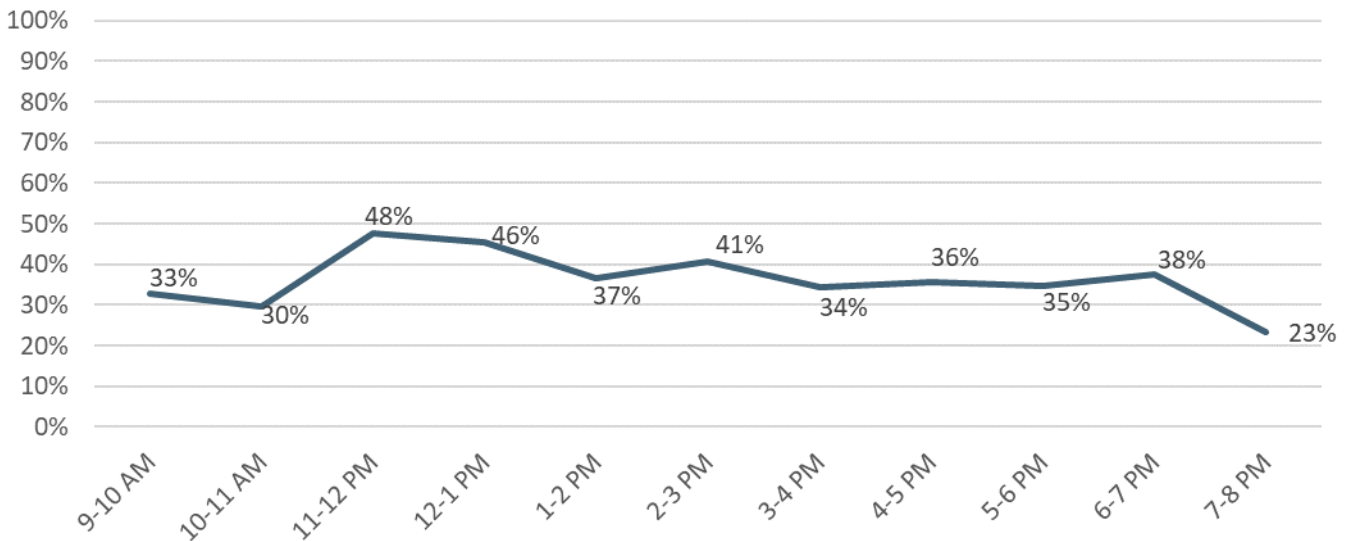
**CITY OF OLYMPIA**  
Map Date: June 2017



BERK, 2017; Kimley-Horn, 2017

- **Peak** occupancy for on and off-street facilities is in the middle of the day for the weekday data collection period. Both on and off-street facilities had peak occupancy during the middle of the day, which is typical of a Downtown due to increased demand during the lunch hour for Downtown restaurants and services.

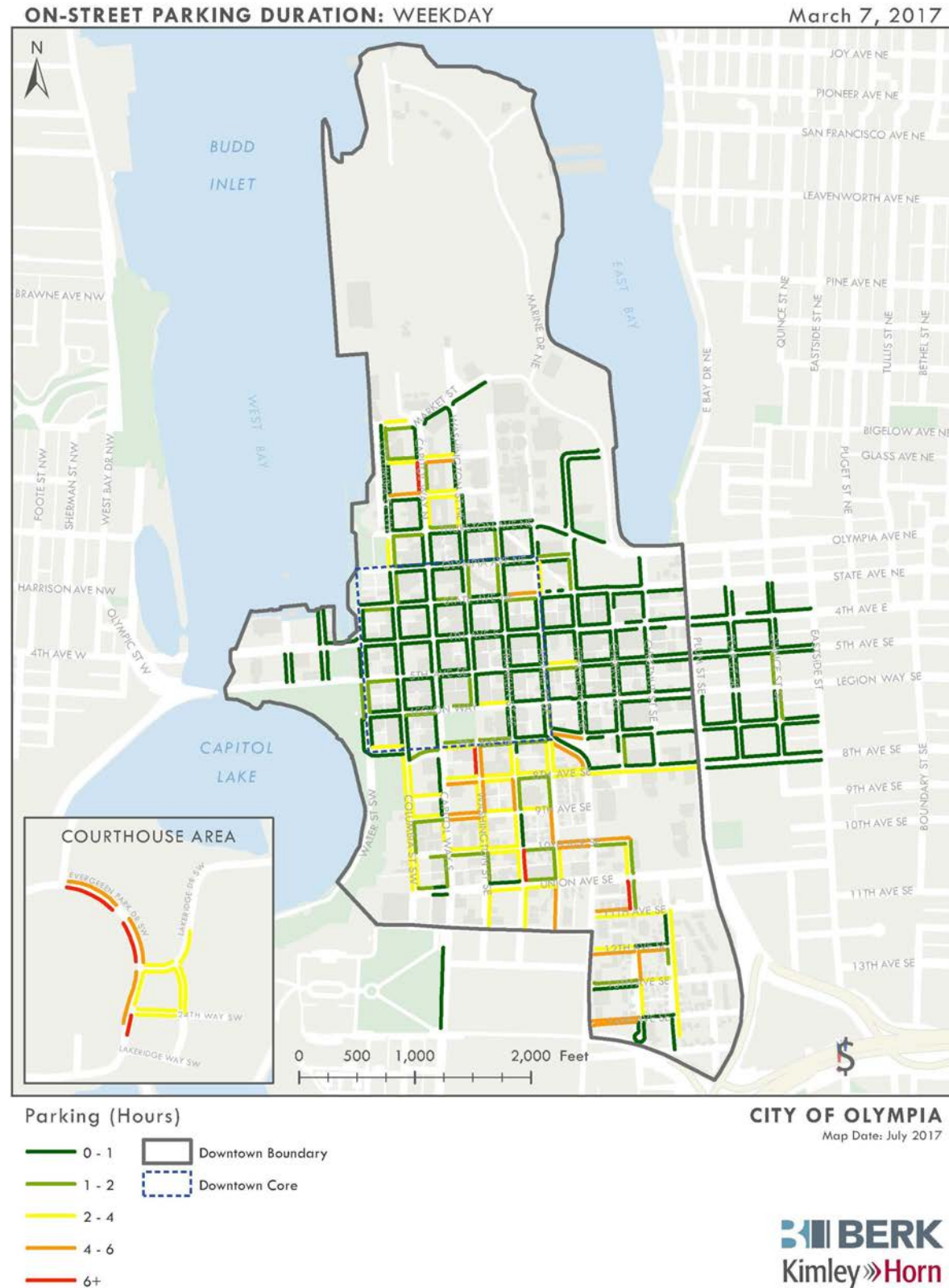
Figure 9. Downtown Study Area Hourly On-Street Occupancy



BERK, 2017; Kimley-Horn, 2017

- **Each occupied on-street parking stall turned over and average of 4.5 times during the weekday collection period in the Downtown study area.** The average vehicle turnover per occupied parking stall was 4.5 during the weekday parking data collection. This indicates that each occupied stall, on average, is being occupied by 4.5 different vehicles per day during the collection period. Higher turnover is good for local businesses as it brings in more potential customers to the Downtown. Average duration of stay was generally longer on the weekend for on-street parking included in both the weekday and weekend data collection.

Figure 10: On-Street Average Weekday Duration



BERK, 2017; Kimley-Horn, 2017

# Organizational Structure to Support the Parking Strategy

Proposed changes include the hiring of a new full time parking program analyst to oversee the implementation of the Downtown Parking Strategy and an additional enforcement officer for expanded enforcement hours. The estimated cost in salary and benefits for the parking supervisor position is \$95,000 per year and the cost of the additional enforcement officer is estimated at \$70,000 per year.

*City of Olympia, 2017*



# Strategy Summary + Implementation Timeline

The proposed parking strategies for Downtown Olympia include short (1 year), mid (2-3 years), and long-term (3+ years) strategies to manage parking. Strategies identified as Phase I are the highest priority for implementation. The strategies were developed to address the challenges identified in the data collection findings and to promote best management practices.

Figure 11. Strategies Table

Strategy	Action	Purpose	Timeline	Costs and Revenues
1. <b>Tools to Manage the Parking Program and Enforcement and Improve Customer Convenience</b>	1.1: Implement the NuPark Parking Management System and License Plate Reader (LPR) system to improve enforcement and ongoing data collection to support parking management and implement Pay-by-Phone system-wide as part of this project.	Improve enforcement accuracy and regularly collect parking data in the Downtown to better evaluate the parking system. Increase staff efficiency. Offer online services to customers for permit renewals and citation appeals. Pay-by-phone will give customers a coin-less option for paying for parking at metered spaces and will allow the City to offer short-term daily or hourly parking at select City-owned parking lots.	Short-term – Phase I	<ul style="list-style-type: none"> <li>■ Cost: Purchase enterprise software solution and LPR (equipment already purchased). Ongoing software and maintenance costs of approximately \$60,000 per year.</li> <li>■ Cost: Staff time associated with implementing the software and learning to use the new equipment.</li> <li>■ Revenue: Additional revenue expected from more efficient enforcement and the ability to implement demand-based pricing because of better data.</li> </ul>
2. <b>Improve On-Street Parking</b>	2.1: Consider price increases to encourage turnover where the data supports a change in price. Prioritize short-term parking in the Downtown core and adjust pricing if necessary in order to manage to the 85% rule to ensure the right spot for the right person. Monitor pricing of on and off-street facilities to ensure on-street facilities are priced based on higher demand.	Ensure parking turnover of short-term on-street parking to support local businesses.	Short-term	<ul style="list-style-type: none"> <li>■ Cost: Staff time costs of continued and increased management and enforcement.</li> <li>■ Revenue: Increased revenues from price increases.</li> </ul>

	<p>2.2: Implement paid parking and enforcement on Saturdays between 9AM and 5 PM in the Downtown core.</p>	<p>Ensure parking turnover of short-term, on-street parking on Saturdays to support local businesses and increase the use of off-street parking for longer-term parking users and employees.</p>	<p>Mid-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Costs of hiring an additional enforcement officer and costs to have enforcement on Saturdays. No additional equipment costs associated with implementing paid parking on Saturday. Salary and benefit costs for additional enforcement officer is estimated at \$70,000.</li> <li>■ Revenue: Increased revenues from paid parking and enforcement on Saturdays.</li> </ul>
	<p>2.3: Convert 9-hour meters in the Downtown core (as shown in the data collection summary) to short-term visitor parking. There are currently 61 9-hour meters in the core.</p>	<p>Expand short-term parking in the Downtown core to increase access to local businesses through creating more turnover.</p>	<p>Short-term – Phase I</p>	<ul style="list-style-type: none"> <li>■ Cost: Minimal costs to the City. To change existing meters from long-term to short-term parking restrictions and upgrade to coin meters and/or a phone payment system.</li> </ul>
	<p>2.4: Collect data and monitor parking demand to analyze the impacts of 15 minutes of free parking, when time limits and enforcement are in effect, free holiday parking</p>	<p>To ensure that parking management efforts are meeting the objectives of the Downtown Parking Strategy to improve parking demand management, sustain parking revenues to support Downtown, and allocate management resources to times of higher parking demand.</p>	<p>Short to Mid-Term</p>	<ul style="list-style-type: none"> <li>■ Costs: Staff costs to update the Municipal Code and updating parking signage.</li> <li>■ Revenues: Increased revenues from eliminating 15 minutes of free parking and free holiday parking and decreased revenue from beginning paid parking an hour later at 9am.</li> </ul>
<p><b>3. Reinvigorate Off-Street Parking</b></p>	<p>3.1: Develop a signage and wayfinding plan by character area to better identify off-street parking facilities, including City-owned facilities in the Downtown Core.  The plan should be integrated with a wayfinding and public art program for Downtown.</p>	<p>Improve the user experience and better identify where parking is available, particularly off-street.</p>	<p>Mid-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Costs associated with design and deployment of a coordinated wayfinding and signage.</li> <li>■ Cost: Staff costs of planning and coordinating with Parks, Arts &amp; Recreation.</li> </ul>

<p>3.2: Design and manage a voluntary City-led shared parking program that has common branding, signage, and accessible information on available short and long-term parking. Pursue partnerships with community organizations such as the Olympia Downtown Association.</p>	<p>Off-street parking facilities are underutilized and a shared parking program would increase the efficiency of existing off-street parking.</p>	<p>Short-term – Phase I: Pilot Program around the WA Center area</p>	<ul style="list-style-type: none"> <li>■ Cost: Staff time associated with coordinating and managing the program.</li> <li>■ Cost: Staff time and additional costs associated with incentivizing participation in the shared parking program. Duties may be combined with parking supervisor position initially.</li> <li>■ Cost: Maintenance costs for private facilities may be included in the program management and funded by new parking revenues.</li> </ul>
<p>3.3: Conduct a feasibility study to determine whether to consolidate parking resources in a City-owned parking garage(s). Pursue partnerships with the private sector to fund new parking garages for public and private parking.</p>	<p>The City owns existing surface parking lots that could be leveraged to support a public parking garage and reduce surface parking over-time.</p>	<p>Mid- to long-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Staff time associated with coordinating the financing and development of a garage.</li> <li>■ Cost: Design, permitting, and construction of a facility(ies) plus ongoing operations and maintenance costs.</li> </ul>
<p>3.4: Consider the use of service agreements and partnerships with private developers for the use of city-owned land (existing surface parking lots). The City provides land at no cost in exchange for constructing public parking in a private development.</p>	<p>The City can leverage the value of the land it owns to consolidate parking in parking garages in partnership with the private sector, which would also support the redevelopment of surface parking lots throughout Downtown.</p>	<p>Mid-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Staff time associated with coordinating partnerships and the value of City-owned land.</li> </ul>
<p>3.5: Reevaluate parking requirements for new non-residential development to ensure the standards are appropriate for a Downtown.</p>	<p>Requiring more parking than is necessary increases the costs of new development. Parking requirements should be right-sized.</p>	<p>Mid-term</p>	<ul style="list-style-type: none"> <li>■ Costs: Staff time to update the Unified Development Code.</li> </ul>

	3.6: Examine possible building or development code revisions to require or encourage EV charging infrastructure.	Plan for the future increased use of electric vehicles to help achieve the the City's green house gas emission goals.	Mid-term	<ul style="list-style-type: none"> <li>Costs: Staff time to update the City's Unified Development Code.</li> </ul>
	3.7: Look for opportunities to partner with EV charging providers and introduce fast chargers in the public setting, including at on-street parking stalls for short-term/visitor use.	Plan for the future increased use of electric vehicles to help achieve the City's green house gas emission goals.	Mid-term	<ul style="list-style-type: none"> <li>Cost: Staff time to coordinate partnerships. Installation costs will be privately funded.</li> </ul>
	3.8: Consider allowing parking validation through local businesses.	Incentivize customers to come shop Downtown while managing the parking system.	Mid-term	<ul style="list-style-type: none"> <li>Cost: May be funded by the Downtown Merchants or Downtown Olympia Association. Requires the City to have a system for enforcement officers to verify validation at public facilities.</li> </ul>
<b>4. Improve Access to Downtown</b>	4.1: Improve pedestrian and bicycle connections to and from Downtown to reduce future parking demand.	Improving access to Downtown through biking and walking reduces parking demand and traffic in Downtown and supports a vibrant and healthy Downtown.	Long-term	<ul style="list-style-type: none"> <li>Cost: Staff time associated with planning safe connections.</li> <li>Cost: Capital costs associated with investing in new infrastructure for pedestrian and bicycle connections.</li> <li>Cost: Acquisition costs associated with purchasing land for building connections and trails.</li> </ul>

<p>4.2: Expand secure bike parking Downtown using a systematic, data-driven approach. Evaluate the need for more secure parking and the locations where there is high demand.</p>	<p>Provide a more reliable and safe option for bicycle storage to support the use of alternative modes of transportation.</p>	<p>Mid-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Consultant or staff costs associated with collecting data on the inventory and location of bike parking in Downtown.</li> <li>■ Cost: Cost of purchase and installation of new bike lockers.</li> <li>■ Revenue: New revenues associated with bicycle lockers, replacing the revenues from vehicle stalls that would be converted.</li> </ul>
<p>4.3: Encourage carsharing in public and private parking facilities.</p>	<p>To reduce demand for parking the City should support carsharing vehicles in Downtown.</p>	<p>Mid-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Staff time to update the Municipal Code to allow carsharing vehicles to park on-street, and to allow the provision of carsharing in lieu of providing on-site parking in new developments.</li> </ul>
<p>4.4: Collaborate with local and regional transit agencies to improve service to and from Downtown.</p>	<p>Transit access reduces parking demand and traffic Downtown and increases pedestrian activity in support of the goals of the Downtown Strategy.</p>	<p>Mid to Long-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Minimal staff costs associated with coordinating with local and regional transit agencies.</li> </ul>
<p>4.5: Implement street and public space improvements from the Downtown Strategy to improve pedestrian comfort, mobility, and compliance with the Americans with Disabilities Act (ADA) focusing on the Downtown Core.</p>	<p>The street improvements in the Downtown Strategy will enhance the experience for pedestrians walking from their parking location to their destination.</p>	<p>Mid to Long-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Capital costs to the City associated with investments in street infrastructure.</li> <li>■ Revenue: Removal of on-street parking will reduce parking revenue.</li> </ul>
<p>4.6: For Downtown street projects, explore alternatives that provide angled parking.</p>	<p>Increase the amount of on-street parking available in Downtown.</p>	<p>Ongoing</p>	<ul style="list-style-type: none"> <li>■ Cost: Minimal cost if part of an already planned project. May involving restriping of existing streets for minor projects.</li> </ul>

	4.7: Implement a program that will give free bus passes to low to moderate income Downtown employees through a commute trip reduction (CTR) task force with members from the City, major employers, transit agencies, community organizations, and other interested stakeholders.	Free bus ridership options could encourage greater use of transit and less demand for long-term employee parking in Downtown.	Short-term – Phase I	<ul style="list-style-type: none"> <li>Cost: Cost to the City or employers of subsidizing bus passes for free to Downtown employees. Cost of \$3,000 per month, or \$3,600 a year to provide around 100 free passes.</li> </ul>
<b>5. Residential and Employee Parking</b>	5.1: Convert current residential and employee on-street permits to temporary access permits with a monthly fee.	As Downtown continues to develop the demand for short-term parking will increase and is necessary to support local businesses and a thriving Downtown. Longer-term employee and residential parking should be located off-street or in areas that do not require short-term- parking.	Short-term	<ul style="list-style-type: none"> <li>Cost: Costs include staff time to administer the program with more frequent payment periods.</li> </ul>
	5.2: Provide residential and employee off-street parking options through the shared parking program in order to provide predictability.	Connecting residents and employees with shared parking options helps put the right user in the right spot.	Short-term	<ul style="list-style-type: none"> <li>Cost: Staff time to educate and manage the shared parking system.</li> </ul>
	5.3 Implement a Downtown employee parking education program	Provide education and outreach to downtown businesses and employees about appropriate all-day parking options and the importance of leaving short-term parking open for customers.	Short-term – Phase I	<ul style="list-style-type: none"> <li>Cost: Staff time to develop educational program and cost for print and/or web materials</li> </ul>
	5.4: Increase the price of on-street residential and 9-hour meter permits to incentivize the use of off-street parking options. On-street permit costs should be consistent with the hourly and daily rates.	Since off-street parking is underutilized increasing the price of an on-street permit will incentivize the use of off-street parking and reduce demand for on-street parking by residents and employees.	Mid-term	<ul style="list-style-type: none"> <li>Cost: Staff time may be required to update City ordinances, which would likely be offset by increased revenue to manage the program.</li> </ul>

	<p>5.5: Establish parking user priorities based on the ground floor land use along the street frontage for on-street parking. Retail and restaurant uses should have short-term parking while residential uses may have longer-term parking for residents.</p>	<p>To minimize parking conflicts and ensure that there is available parking to support ground floor businesses and to prioritize residential parking in areas with ground floor residential uses.</p>	<p>Short-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Minimal cost to the City.</li> <li>■ Cost: May require staff time and a change to the municipal code.</li> </ul>
	<p>5.6: Review the boundaries, time limits, and enforcement of the residential parking zones in the SE Neighborhood Character Area to minimize parking impacts on residential streets from non-residential use.</p>	<p>The residential permit program in the SE Neighborhood is intended to limit non-residential parking use and prioritize parking for local residents.</p>	<p>Mid-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Staff time to review the boundaries, time limits, and enforcement policies and conduct neighborhood outreach.</li> <li>■ Cost: Implementation costs may include staff time to update the Municipal Code and increased enforcement.</li> </ul>
<p><b>6. Arts, Culture, and Entertainment Uses</b></p>	<p>6.1: Develop shared use parking agreements to support major entertainment and culture events focused in the Downtown core including disabled parking stalls.</p>	<p>Arts, culture, and entertainment uses have unique challenges such as very high demand for parking, but only for a brief period. Concerns around safety and security on Downtown streets also limits parking options that customers are willing to use.</p>	<p>Mid to long-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Staff costs associated with coordinating with event hosts and venues.</li> </ul>
<p><b>7. Improve Disabled Parking Management</b></p>	<p>7.1: Work with other departments on achieving Downtown Strategy goals around safety, lighting, and cleanliness in Downtown Olympia to ensure that the parking system is clean and safe.</p>	<p>Address the concerns of Downtown residents, employees, and visitors around their parking experience.</p>	<p>Short to mid-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Staff time associated with planning and coordinating actions around the Olympia Downtown Strategy.</li> <li>■ Cost: Possible third-party planning firm to assist in development of an Action Plan.</li> </ul>

<p>7.2: Confirm that all City-owned off-street facilities are compliant with ADA parking requirements. Consider extending the number of disabled parking stalls to the City-owned surface lots and make available for public parking.</p>	<p>Provide additional parking opportunities for those vehicles legally parking in disabled stalls.</p>	<p>Short-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Cost associated with painting, signage, and maintenance of new disabled stalls.</li> <li>■ Revenue: Reduction in revenue from converting leased lot stalls to disabled parking stalls.</li> </ul>
<p>7.3: Restrict disabled parking to the 4-hour limit allowed by statelaw for on-street parking.</p>	<p>Ensure that disabled parking stalls have turnover and are available throughout the day.</p>	<p>Short-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Staff time to implement the City ordinance.</li> </ul>
<p>7.4: Review the number and locations of on-street disabled stalls and ensure high demand areas, such as the core, have sufficient disabled parking stalls. Routinely collect data on the occupancy, duration, and turnover of disabled parking stalls.</p>	<p>Maintain data on the supply and demand for disabled stalls, particularly in the core. Direct disabled users to appropriate stalls to minimize conflicts between those needing short-term versus long-term parking.</p>	<p>Ongoing</p>	<ul style="list-style-type: none"> <li>■ Cost: Staff time associated with inventory, data collection efforts, and education.</li> </ul>
<p>7.5: Work with State representative to implement reforms that would result in reduced handicap placard misuse.</p>	<p>Ensure that the state laws aren't preventing local parking systems from functioning or adding a burden to the system.</p>	<p>Long-term</p>	<ul style="list-style-type: none"> <li>■ Cost: Staff time associated with research on best practices and coordinating with State staff and representatives.</li> </ul>



## Parking Strategy Details

### Strategy 1: Tools to Manage the Parking Program and Enforcement and Improve Customer Convenience

*1.1: Implement the NuPark Parking Management System and License Plate Reader (LPR) system to improve enforcement and ongoing data collection to support parking management and implement Pay-by-Phone system-wide as part of this project.*

The City has already purchased the LPR unit and associated software for parking management, enforcement and data collection. The system is currently set up for implementation in early 2018. The LPR unit will increase the efficiency of enforcement and staff resources, allow for the routine collection of parking data to inform parking management strategies, and improve the overall management of the parking system through a data-driven approach.

**Timeline:** Short-term

Estimated Costs: The initial hardware and software costs were approximately \$140,000 and annual software maintenance costs are approximately \$60,000.

### Strategy 2: Improve On-Street Parking

*2.1: Consider price increases to encourage turnover where the data supports a change in price. Prioritize short-term parking in the Downtown core and adjust pricing if necessary to manage to the 85% rule to ensure the right spot for the right person. Monitor pricing of on and off-street facilities to ensure on-street facilities are priced based on higher demand.*

During times of high parking demand many blocks in the Downtown core had occupancies at 85% or greater. Overall, the weekday on-street peak occupancy observed in the core was 78% between 12pm and 1pm and observed occupancy was 50% or below at all other times. Therefore, even at peak occupancy of 78% there were 127 stalls available in the core. At all other times during the weekday data collection there were 275 stalls or more available in the Downtown core. Parking occupancies should be kept at 85% or below to maintain an available parking stall on each block at all times. Parking occupancies at 85% or below provide a good customer experience and access to local businesses. Price increases should be modest to start, but should continue to increase to effectively manage demand at peak times and generally keep occupancies at 85% or below on each block.

The current price at two-hour parking meters of \$1 per hour has not increased in several years. To make parking more available to customers and visitors the City should increase the hourly price in the Downtown core from \$1 to \$1.50. The City should monitor parking demand and turnover following the price increase to assess how on-street behavior changes. As necessary, the price should be increased to maintain parking occupancies at 85% or below in the Downtown core. The City should also consider eliminating the allowance for the first 15 being free, which would better manage parking demand while providing increased revenues to support parking management and potential improvements Downtown. The impact of eliminating the 15 minutes of free parking is discussed in more detail below as part of strategies 2.2 through 2.4.

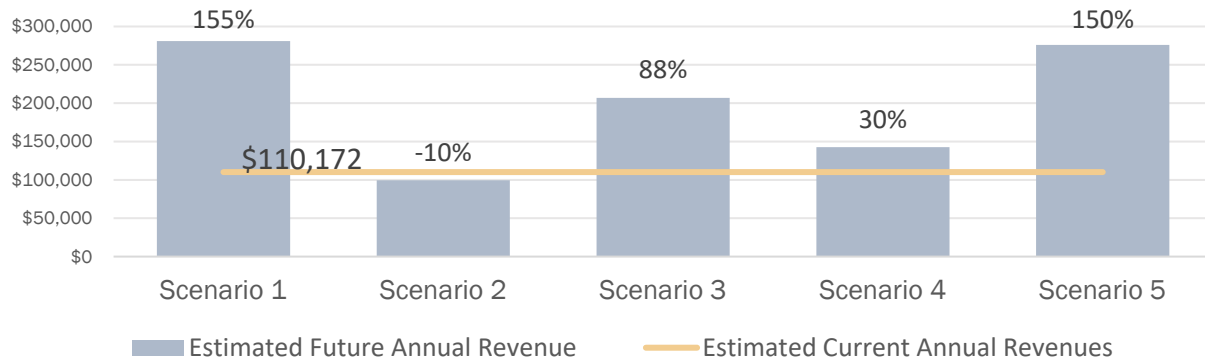
**Timeline:** Short to mid-term

**Estimated Costs:** Staff time to implement the price increase and monitor the parking system to understand changes in parking demand.

**Estimated Revenues:** As shown in Figure 12, estimated current annual revenues in the Downtown core are around \$110,000 based on observed weekday parking demand. Five scenarios are tested, and visualized in the chart, that show the range of potential revenues available with the implementation of various management policies, including elimination of 15-minute parking, no charge from 8am to 9am, elimination of 9-hour parking in the core, and new hourly pricing. These estimates are based on current conditions and targeted policy changes but cannot accurately account for the variation in occupancies from day-to-day, month-to-month, or season-to-season. However, the chart in Figure 12 provides a way to visualize the order-of-magnitude comparison in revenues between different management policies. The policies for each scenario are described in the table that follows the chart, with the estimated current annual revenues assuming all current policies apply. For each scenario, the policy changes that differ from the current policies are bolded.

The Park+ model occupancies used for scenarios 2 through 5, where parking management policies are implemented, indicate that the occupancies in the core would decrease a fair amount with the increase in hourly parking price, which is why greater revenue gains are not seen in scenarios 2 through 5. However, the decrease in on-street occupancies in the core comes with an increase in on-street occupancies outside the core, where revenues would be expected to increase as well given the shift in parking from within the core to outside the core.

Figure 12. Estimated Future Downtown Core Parking Revenues, by policy change scenario.



Assumptions	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5
<b>Occupancies</b>	▪ Current occupancy and turnover*	▪ Park+ occupancy for parking management scenario**	▪ Park+ occupancy for parking management scenario**	▪ Park+ occupancy for parking management scenario**	▪ Park+ occupancy for parking management scenario**
<b>Holiday parking</b>	▪ Eliminate free holiday parking	▪ Free holiday parking	▪ Eliminate free holiday parking	▪ Free holiday parking	▪ Eliminate free holiday parking
<b>First 15 minutes free</b>	▪ Eliminate 15-minutes free	▪ 15 minutes of free parking	▪ Eliminate 15-minutes free	▪ 15 minutes of free parking	▪ Eliminate 15-minutes free
<b>Paid parking from 8AM – 9AM</b>	▪ Paid parking starts at 8AM	▪ Paid parking starts at 9AM	▪ Paid parking starts at 9AM	▪ Paid parking starts at 9AM	▪ Paid parking starts at 9AM
<b>9-hour meters converted to 3-hour meters</b>	▪ No conversion	▪ 9-hour converted to 3-hour	▪ 9-hour converted to 3-hour	▪ 9-hour converted to 3-hour	▪ 9-hour converted to 3-hour
<b>Pricing</b>	▪ Varies	▪ \$1.50	▪ \$1.50	▪ \$2.00	▪ \$2.00

\*Model assumes parking occupancy based on Park+ scenario 1 in Appendix F. Where the 9-hour meters are converted to 3-hour meters, the meters that were previously 9-hours assume the current occupancies for a 3-hour meter given that behaviors will change under the new policies.

\*\*See Appendix F for more information on the scenarios tested. This analysis includes existing conditions with new parking policies implemented.

City of Olympia, 2017; Framework, 2017; Kimley-Horn, 2017

## 2.2: Implement paid parking and enforcement on Saturdays between 9AM and 5 PM in the Downtown core.

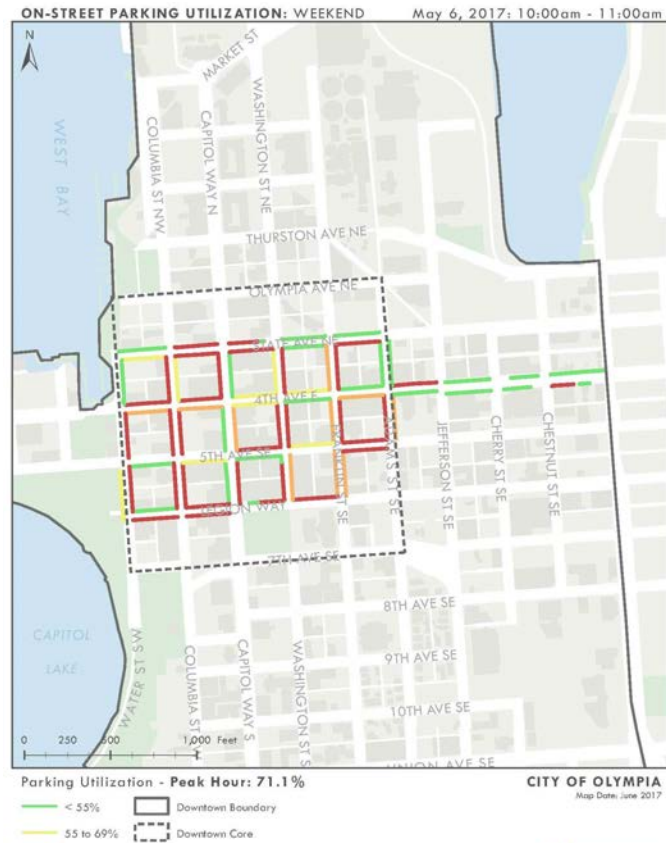
Data collected in the core on a Saturday showed high occupancies and longer durations than on weekdays (see Figure 13 on right). High demand and low turnover are likely caused by free parking and no time limits. Off-street data collected on Saturday showed lower occupancies even in free public parking lots in the core. To increase the availability of prime on-street parking in the core and access to local businesses the City should implement paid parking in the core on Saturdays. This will require the City to enforce paid parking and time limits on Saturdays. The City should charge the same rate per hour on Saturdays in the core as they charge on weekdays in the core and monitor parking demand after paid parking is implemented. If occupancies approach 85% or higher the City should increase the price of parking to reduce demand for on-street parking and encourage people to use off-street parking for longer-term parking needs.

**Timeline:** Short to mid-Term

**Estimated Costs:** Costs include an additional parking enforcement officer with an estimated cost for salary and benefits of \$70,000, staff costs to update the Municipal Code, and updated signage and communications regarding weekend paid parking rules. Parking revenues should offset the costs for implementing weekend paid parking and enforcement. The new enforcement position would also support existing parking operations, management, and enforcement on weekdays.

**Estimated Revenues:** The following revenue estimates assume that paid parking enforcement occurs between 9AM and 5PM in the Downtown core, and that all 9-hour spaces are converted to 3-hour stalls (which is consistent with other implementation strategies). Given these conditions, the estimated annual revenue for Saturday paid parking based on an hourly rate of \$1.50 is about \$233,000 when the first 15 minutes are free, and around \$292,000 when the policy for 15-minutes of free parking is removed. Any paid parking option on Saturday would result in an increase in revenues as there is currently no charge to park in Downtown on the weekends.

Figure 13. Weekend Core Parking, On-Street



Source: Kimley-Horn, 2017; BERK, 2017

*2.3: Convert 9-hour meters in the Downtown core (as shown in the data collection summary) to short-term visitor parking. There are currently 61 9-hour meters in the core.*

To increase short-term customer and visitor parking in the Downtown core the 9-hour meters should be converted to 3-hour meters. Currently residential and employee on-street permit holders can park in the 9-hour meter stalls even in the Downtown core. This reduces parking turnover and the overall availability of short-term parking in the Downtown core to support access to local businesses.

**Timeline:** Short to mid-term

Estimated Costs: To upgrade the existing coin operated meters in the core to the newer credit card meters would cost \$675 per meter or a total of around \$41,000 for 61-coin operated meters. The only cost to the City to implement Pay-by-Phone is staff time to install signage. Pay-by-Phone charges the user a transaction cost of \$0.35 unless the City chooses to absorb the cost as part of the parking fee. The City is currently in the process of implementing Pay-by-Phone.

Estimated Revenues: Revenues collected from the conversion of 61 9-hour meters in the Downtown to 3-hour meters on weekdays would range from around \$22,000 to \$43,000 (see Figure 14), depending on the implementation of additional policies, such as pricing, eliminating the 15 minutes of free parking, and eliminating free holiday parking. The revenue estimates assume that paid parking is enforced from 9AM until 5PM.

Figure 14 shows the estimated current revenues from the 9-hour meters within the Downtown core, as compared to various policy scenarios for future revenue collection shown in Figure 15. When applying the 3-hour conversion to the revenue estimates, assuming occupancies and turnover at the meters would be consistent with those observed at current 3-hour meters, there would be little change to revenues unless the 15 minutes of free parking were to be eliminated. Eliminating 15 minutes of free parking in the current 9-hour meters would result in around 25% greater revenues annually from these 61 meters, while converting to 3-hour parking and eliminating the 15 minutes of free parking would result in around a 100% increase in revenues annually.

The policies for each scenario are described in the table that follows the chart, with the estimated current annual revenues assuming all current policies apply. For each scenario, the policy changes that differ from the current policies are bolded.

Figure 14. Estimated Future Revenues from 9-Hour Meter Conversion to 3-Hour Meters

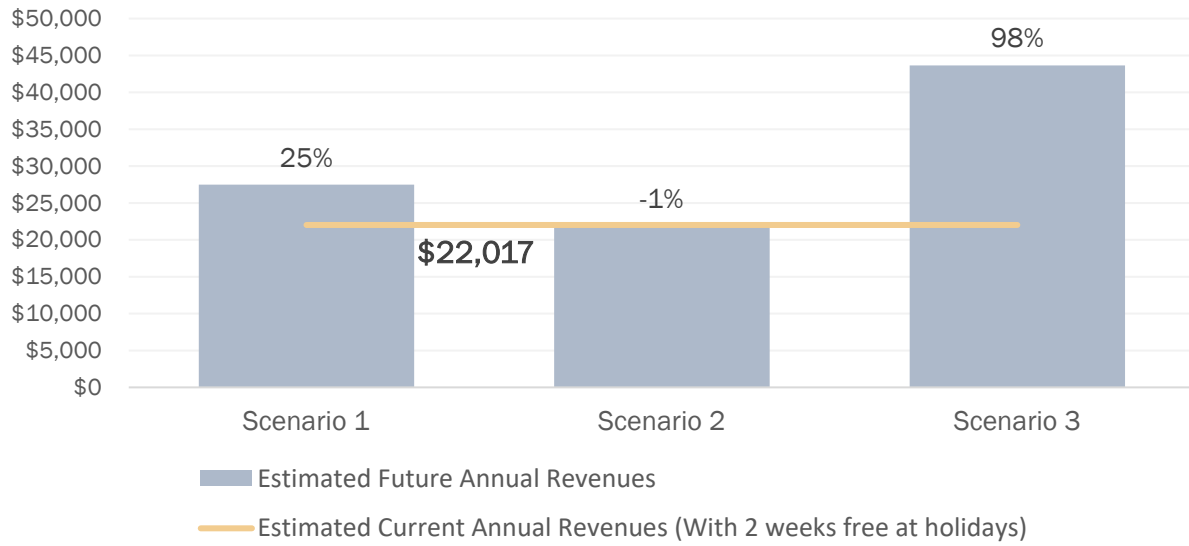


Figure 15. Policy Scenarios for 9-Hour Meter Conversion to 3-Hour Meters

Assumptions	Scenario 1	Scenario 2	Scenario 3
<b>Occupancies</b>	Current 9-Hour Occupancy and Turnover*	Current 3-hour occupancy and turnover*	Current 3-hour occupancy and turnover*
<b>9-Hour Parking in Core converted to 3-Hour</b>	No conversion	9-hour converted to 3-hour	9-hour converted to 3-hour
<b>Pricing</b>	\$0.50	\$1.50	\$1.50
<b>Eliminate 15-Minutes Free Parking</b>	Eliminate 15-minutes free	15 minutes of free parking	Eliminate 15-minutes free
<b>Eliminate Free Holiday Parking</b>	Eliminate free holiday parking	Free holiday parking	Eliminate free holiday parking

\*Estimates assume the existing occupancy and turnover rates, using the 9-hour occupancies for current revenues and the 3-hour occupancies for estimating the converted meter usage once the 9-hour have been changed over to 3-hour.

City of Olympia, 2017; Framework, 2017

*2.4: Collect data and monitor parking demand to analyze the impacts of 15 minutes of free parking, when time limits and enforcement are in effect, free holiday parking.*

Currently the first 15 minutes of on-street parking is free, which significantly reduces parking revenue to the City and may be in contrast with the strategies to improve parking demand management in areas with the highest demand. For example, the average length of time a vehicle was parked in a 2-hour or 3-hour space in the core during the weekday data collection was a half hour, resulting in the City receiving about half the revenue in those locations than if the 15 minutes free policy were eliminated. This loss of revenue reduces the resources available to the City to support parking management and other improvements to implement the Downtown Strategy and improve the overall experience in the Downtown. Eliminating the 15 minutes of free parking may also help manage parking demand and increase on-street parking availability in high demand areas.

The City also offers free parking for two weeks during the holiday season when parking demand is typically the highest. Time limits are enforced during the two-week parking holiday. Parking pricing is one of the most effective ways to manage demand and increase access to Downtown. Therefore, offering free parking during the highest demand times may contrast with the parking strategy to use price increases to manage parking demand. The City should collect parking occupancy and turnover data during the parking holiday to ensure that parking management is increasing access to local businesses in the Downtown.

On-street parking time limits are currently in effect Downtown from 8am to 5pm Monday through Friday. Data collected during the weekday data collection period showed very low parking occupancies between 9am. The City should consider revising the on-street time limits to be in effect from 9am to 5pm. The City may consider extending time limits to 6pm as evening demand increases.

**Timeline:** Short to Mid-term

**Estimated Costs:** See the discussion of costs and revenues under strategies 2.2 and 2.3 above.

## Strategy 3: Reinvigorate Off-Street Parking

*3.1: Develop a signage and wayfinding plan by character area to better identify off-street parking facilities including City-owned facilities in the Downtown Core.*

Olympia’s Guiding Principles for parking call for a system that is “intuitive so that users can find parking that fits their needs.” Supporting this principle calls for implementation of an effective; high-quality branded communications program. To the highest degree possible, communications and signage systems should be reliable and easy to use and understand. Ideally this would be provided through a program that links parking assets and communication systems under a common brand or logo. The intent being to create a unified public parking system that is easily recognized through use of a common brand or logo, both at parking sites and, ideally, on a wayfinding system located throughout the downtown and character areas; and on maps, websites, and other communications.

It is recommended that the City engage a design firm (possibly in conjunction with a wayfinding firm) to develop a parking brand for use at all of Olympia’s public off-street facilities, any shared-use facility that offers visitor access and in the public right of way.

The design/wayfinding team would:

- Work with the City to create a new parking brand for Olympia.
- Develop options and assist in developing a final recommended brand/logo.
- Assist in signage design.
- Identify key entry points into the downtown for placement of signage.
- Explore real-time communications linking multiple facilities, apps, websites, and other resources to wayfinding (as appropriate and feasible).
- Conduct a cost feasibility analysis for the creation and placement of branded signage at all City-owned off-street sites, shared use facilities and wayfinding within the public right of way.
- Establish an installation schedule.



*Examples: Parking*



## Timeline: Mid-term

Estimated Costs: It is estimated that engaging a design consultant to carry out the tasks identified above would range from \$20,000 to \$25,000. Estimated costs associated with wayfinding signage can range from \$10,000 - \$30,000 per sign, depending on size, design and whether systems are dynamic or not (i.e., linked to counter systems, apps, etc.).



Examples: Wayfinding Signage (Portland, OR and San Jose, CA)

### 3.2: Design and manage a voluntary

*City-led shared parking program that has common branding, signage, and accessible information on available short and long-term parking. Pursue partnerships with community organizations such as the Olympia Downtown Association.*

Much of the parking in Downtown is off-street in privately owned parking assets. The 2017 parking study indicates that the number of *empty parking stalls* during the peak hour was over 2,200 stalls in the surveyed supply of 113 off-street facilities. This unused resource presents an opportunity to manage and support future growth in parking demand, and could be used to:

- Create designated parking for permit and long-term parkers that includes downtown opportunity areas and remote satellite lots.
- Incentivize employees to park in these areas during the work week.
- Serve as resources for evening, weekend and event parking.
- Increase user awareness that free public parking is available after 5pm and on weekends in City owned lots (and future shared facilities).

Directing permit users to these facilities would have a significant impact on on-street occupancy rates. These efforts should be coupled with strategies to increase awareness and create partnerships for use of shared parking supplies during all hours of the day and days of the week.

The City should consider the following for completion within 24 months of plan adoption:

- Using data from the 2017 parking study; identify a subset of the 113 off-street facilities surveyed as potential shared-use opportunity sites. Criteria could include proximity to key downtown destinations, a meaningful supply of empty stalls, pedestrian/bike connectivity, safety and security issues, etc.
- Develop a short list of opportunity sites and identify owners.
- Establish a target goal for the number of Downtown employees to transition into opportunity sites.
- Begin outreach to owners of private lots.
- Negotiate shared-use agreements.
- Obtain agreements from downtown businesses to participate in an employee assignment program.

- Integrate the program (as appropriate and feasible) into signage, wayfinding and other information systems developed in Strategy 3.1., above.
- Update the City’s website to add information about public off-street options.

**Timeline:** Short-Term

**Estimated Costs:** It is estimated that costs associated with this strategy would be mostly expended in efforts of existing staff and volunteers to identify opportunity sites and conduct outreach to potential private sector participants and to upgrade City information systems (e.g., website). Planning may determine that funds are needed to create incentives and/or improve the condition of facilities and connections.

*3.3: Conduct a feasibility study to determine whether to consolidate parking resources in a City-owned parking garage(s). Pursue partnerships with the private sector to fund new parking garages for public and private parking.*

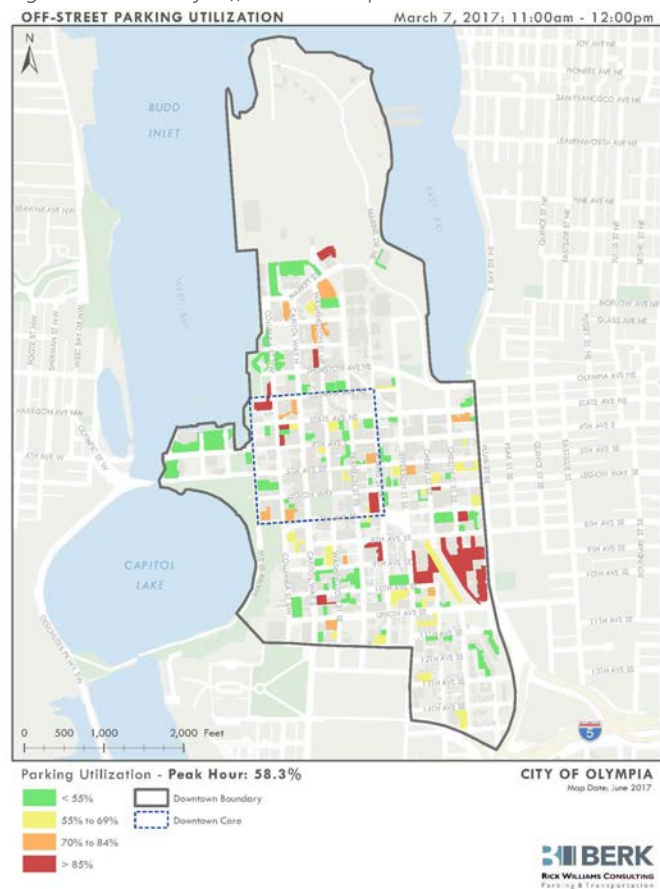
A key finding from the 2017 parking study is that there is a significant amount of land currently in use as surface parking. Only 58% of that supply is occupied at the peak hour with parked cars (see Figure 16). This suggests that parking supply could be consolidated into strategically located structured parking garage(s), serving multiple parking demands (i.e., employee, visitor and resident). Such consolidation would free land up for new development and, potentially, provide parking to current and future uses more cost effectively. New supply would not be provided at each site, but shared within consolidated “district” garages.

It is also extremely expensive to build new supply. Per stall estimates for a new parking garage in Olympia can range from \$25,000 to \$40,000.

It is recommended that the City conduct a feasibility study to:

- Identify existing land parcels (opportunity sites) that could effectively serve multiple parking demand types if structured parking were provided; particularly if consolidation could result in the transition of adjacent surface lots into new, more compact development (e.g., office, mixed use residential).

Figure 16. Weekday Off-Street Occupancies



- Conduct proforma analyses for prototypical parking garages to assess cost to develop, operate and cover debt service to determine feasibilities for consolidated supply.
- Use proforma analyses to determine funding and partnership options with planned or proposed private development in areas near or adjacent to opportunity sites.
- Engage private sector land owners and developers in the process to educate on the benefits of consolidation and to serve as a resource for input and information related to feasibility and opportunity.

**Timeline:** Mid to Long-term

Estimated Costs: Staff time associated with coordinating the financing and development of a garage. Design, permitting, and construction of facility(s) plus ongoing operations and maintenance costs.

*3.4: Consider the use of service agreements and partnerships with private developers for the use of city-owned land (existing surface parking lots). The City provides land at no cost in exchange for constructing public parking in a private development.*

Given the high cost associated with building structured parking, the City can serve as a partner with the private sector through strategies that assist in buying down the front-end costs associated with development. Coupled with Strategy 3.3. above, the City can leverage the value of the land it currently owns to consolidate parking in a parking garage(s). By offering land at no cost (in return for agreements on public access and shared uses), the financing costs for new parking can be reduced within a private development. This would also support the redevelopment of surface parking lots throughout Downtown.

**Timeline:** Mid to Long-term

Estimated Costs: It is estimated that costs to implement this strategy would be comprised of existing staff assigned to coordinate development agreements with a potential private sector partner(s).

*3.5: Reevaluate parking requirements for new non-residential development to ensure the standards are appropriate for a Downtown.*

At present (in the “Downtown Exempt Parking Area”) there are no code requirements for parking in existing buildings (i.e. rehab, changes of use) for new buildings up to 3,000 square feet of non-residential use or for new residential. Outside of the exempt area the City requires the same amount of parking for *residential* and *non-residential* uses in the downtown as they do throughout the entire City. Figure 17 summarizes existing parking development requirements.

Figure 17. Existing Parking Development Requirements

Restriction Category	Summary of Restrictions	Code
Downtown Exempt Parking Area	<ul style="list-style-type: none"> <li>▪ Existing buildings built before 2002 are exempt from parking standards. A change of use in the structure must comply with bicycle parking standards</li> <li>▪ New residential buildings in the exempt area are exempt from vehicle parking standards but must meet the Parking Design, Pedestrian Street and Design Review Criteria</li> <li>▪ New commercial buildings or expansions over 3,000 square feet and built after 2002 must meet vehicle parking standards</li> </ul>	18.38.160(C)
Parking Requirements	<ul style="list-style-type: none"> <li>▪ New residential uses in the Downtown Exempt Parking Area do not require vehicle parking</li> <li>▪ Restaurants: 10 per 1,000 square feet</li> <li>▪ Office: 1 per 250-400 square feet (depending on size of building)</li> <li>▪ Retail: 3.5 per 1,000 square feet</li> <li>▪ Other Commercial, recreational, and institutional: varies by use</li> <li>▪ Industrial: 1 for every 2 employees</li> <li>▪ Residential: 1-2 per unit, varies based on type of structure/use</li> </ul>	18.38.100

City of Olympia Municipal Code, 2017

Based on occupancy counts derived from the 2017 parking study, data suggests that parking is being oversupplied; with just 58% of the off-street supply occupied in the peak hour. This oversupply may be driven by existing parking requirements. Many of the standards in the current code are very suburban in nature (e.g., 10 stalls per 1,000 square feet restaurant, 2.5 – 4.0 stalls per 1,000 square feet of office and 3.5 stalls per 1,000 square feet of retail) and do not appear to reflect goals and objectives for transit, bike and walk modes.

Requiring more parking than is necessary increases the costs of new development and discourages new uses from being developed in the Downtown. To ensure a development friendly and efficient access environment, parking requirements should be “right-sized.”

It is recommended that the City further evaluate its parking demand data on a more granular level to determine if parking standards should be recalibrated to lower minimum requirements in Downtown.

**Timeline:** Short-term

Estimated Costs: Costs would include consultant or staff time associated with integrating existing land use information with 2017 parking occupancy data to derive a measure of actual parking demand for the downtown. Additional costs would include staff time associated with updating the Unified Development Code.

### *3.6: Examine possible building or development code revisions to require or encourage EV charging infrastructure.*

The percentage of electric vehicles (EV) entering the market is still small but predictions are it will grow. With the future still somewhat undetermined, many cities are struggling to determine the right approach to establishing infrastructure to support a future EV market. Similarly, there is still not a high level of understanding as to the variations and nuances involved in supporting the EV market. For instance, EV's serving commuters are well served with support infrastructure (e.g., charging stations) that provides a "slow charge" system for vehicles. Given that most commuters are parked for long-periods during the day, a slow charge system works well – and is generally a less expensive charging option. Slow charge systems are best located in off-street facilities to ensure that commuters are not dominating on-street parking intended for visitors. Costs of these systems currently range from \$8,000 to \$12,000 per charging unit.

Systems intended to serve short-term visitor trips need to provide a "fast charge" option (e.g., less than 2 hours). These systems can be located in on-street parking systems (for instance, limited to a 2-hour stay) or in garages in areas intended for visitor parking. Costs of these systems currently range from \$25,000 to \$40,000 per charging unit.

At present, most existing development codes are not structured to address these nuances, let alone anticipate a market that is not yet fully developed. To this end, it is recommended that the City:

- Make changes to the existing development code requiring new garages to be wired to support the future integration of EV charging stations.
- Require that developers indicate where such stations would be located in a garage and validate that wiring is in place at certificate of occupancy.
- Require that wiring could accommodate both slow and/or fast charge systems.

Changes to this effect would ensure that new garages are EV capable but flexible enough to be able to respond to unknown future market trends and adaptable to the user mix associated with the land use (i.e., visitor, commuter, residential or a mix of such uses). This type of requirement would not preclude a developer from moving forward with EV infrastructure in a development, but would not commit them to a technology and market that is not yet fully evolved.

**Timeline:** Short-term

**Estimated Costs:** Staff time to update the Unified Development Code.

### *3.7: Look for opportunities to partner with EV charging providers and introduce fast chargers in the public setting including potentially on-street parking for short-term/visitor use.*

The City could lead the way in initiating EV infrastructure for short-term users of its on-street system by identifying strategic locations to place fast chargers. This puts the City in a leadership role for planning for the future increased use of electric vehicles and to help achieve the City's greenhouse gas emission goals. The City can also explore partnerships with EV charging providers, who may want opportunities to feature, promote and test their equipment as the market evolves and to explore state and federal grant funding opportunities.

**Timeline:** Short-term

Estimated Costs: Staff time to explore potential EV charging sites and partner/grant opportunities. Costs associated with new equipment technology are undetermined at this time.

*3.8: Consider allowing parking validation through local businesses.*

Parking validation allows local businesses to pay the cost of parking for customers that purchase goods or services from the businesses. Validation programs are typically focused on the off-street system. Parking validation may be integrated into the shared parking program to provide free customer parking and could be funded by local businesses or organizations.

**Timeline:** Short to mid-term

Estimated Costs: Funded by local businesses that are interested in participating. The businesses pay the actual cost of parking in public paid parking lots including those participating in the shared parking program.

## Strategy 4: Improve Access to Downtown

*4.1: Improve pedestrian and bicycle connections to and from Downtown to reduce future parking demand.*

Improving access to Downtown by walking and biking will minimize future parking demand in the Downtown. The City should prioritize capital projects that improve access to Downtown for pedestrians and bicyclists through the City's transportation and capital plans.

**Timeline:** Short to mid-term

Estimated Costs: Capital costs will be developed as part of the transportation and capital planning process. Design and planning costs will not substantially increase if considered as part of the regular updates to the transportation plan and annual update to the City's Transportation Improvement Program (TIP).

*4.2: Expand secure bike parking Downtown using a systematic, data-driven approach. Evaluate the need for more secure parking and potential bike parking locations where there is high demand.*

Bicycle parking is important to support transit access and commuting. The City should develop a bicycle parking plan that identifies areas of high demand such as at the transit center and near major employers, best practices for bicycle parking technology, and partnerships with community organizations and major employers to increase bicycle commuting to and from Downtown.

**Timeline:** Short to mid-term

Estimated Costs: A bicycle parking plan could likely be developed in-house by existing City staff with limited consultant assistance. There may be an opportunity to leverage other City planning projects such

as the Downtown wayfinding plan to also address bicycle parking. Capital costs would be developed as part of the bicycle parking planning effort.

#### *4.2: Encourage carsharing in public and private parking facilities.*

Carsharing services such as ZipCar, Car to Go, and ReachNow provide access to vehicles as an alternative to vehicle ownership. Carsharing vehicles are more efficient than individual ownership because they are shared amongst many users since most vehicles spend most of the time parked. Carsharing vehicles increase mobility options while decreasing the demand for parking. Carsharing vehicles can be provided in private residential or non-residential parking lots, in public off-street lots, or in on-street parking stalls. Carsharing vehicles may require round trip use or one-way trips typically using on-street parking stalls. An on-street carsharing program requires a City ordinance establishing a permit program for carsharing vehicles and associated permit fees.

Currently, the nearest carsharing services are provided by ZipCar at the Evergreen State College. No carsharing services are currently operating in the City of Olympia. The City should discuss opportunities to provide service Downtown with carsharing companies and pursue partnerships with major employers such as the State of Washington. Other incentives may include a reduction in the on-site parking requirement or other incentives for providing carsharing vehicles in new developments.

**Timeline:** Short to mid-term

Estimated Costs: Staff time to update the Municipal Code to establish an on-street carsharing permit program and associated fees and other carsharing incentives.

#### *4.4: Collaborate with local and regional transit agencies to improve service to and from Downtown.*

The City should pursue transit access improvements to Downtown in partnership with local transit agencies. While transit agencies have the primary responsibility for transit planning the City owns the streets and public right-of-way that buses travel along, and therefore have a role in improving transit efficiency and access. Transit improvements may include updating routes based on new development and changing demand, improving signal timing for transit priority, expanding and improving bicycle parking, allocating the public right of way for transit improvements such as bus bulbs and improved shelters, parking for transit access, and commute trip reduction programs to increase incentives for transit use.

**Timeline:** Short to mid-term

Estimated Costs: Staff time and capital costs associated with coordinating with local and regional transit agencies and planning future improvement projects within the right-of-way.

*4.5: Implement the street and public space improvements from the 2016 Downtown Strategy to improve pedestrian comfort, mobility, and compliance with the Americans with Disabilities Act (ADA), focusing on the Downtown Core.*

The Downtown Strategy includes several major street improvement projects that may impact the amount, location, and configuration of on-street parking. Improved streetscapes that support greater levels of pedestrian comfort and mobility as well as better ADA access will improve the experience with the parking system. Some reduction of parking to support these mobility goals may be a better use of the public right-of-way than maintaining every on-street parking stall. In addition, the shared parking program is an opportunity to increase parking access using parking that is already constructed and not currently being used.

**Timeline:** Short to mid-term

Estimated Costs: Staff time and capital costs associated with planning future improvement projects.

*4.6: Explore alternatives that provide angled parking for Downtown street projects.*

Angled parking has the potential to significantly increase the amount of on-street parking. Converting parallel parking to angled parking typically requires the reduction in the width of travel lanes or the elimination of one or more lanes of travel. Some downtown streets have a center turn lane that may not be warranted and may support the conversion of parallel parking to angled parking. Sidewalk widths in relation to supporting ground floor land uses should also be considered as wider sidewalks are generally favored along active first floor uses such as retail stores and restaurants that may desire outdoor seating. Back in angled parking could also be considered.

**Timeline:** Short to mid-term

Estimated Costs: No significant costs as angled parking would be considered as part of the design and engineering that is already required for the street projects.

*4.7: Implement a program that will give free bus passes to low to moderate income Downtown employees through a commute trip reduction (CTR) task force with members from the City, major employers, transit agencies, community organizations, and other interested stakeholders.*

To incentivize Downtown commuters to take the bus, the City could reinstate the free bus passes that were a part of the Downtown Commuter Program (in place from 2008 to 2010). Among other tools, the Downtown Commuter Program provided free monthly bus passes on a first-come first-served basis. Funding during the program came from Washington State Department of Transportation grants. During the public engagement process of the Downtown Parking Strategy, free bus passes were identified as a desired amenity. The City could re-implement the program using funding from the Parking Fund. The City and Olympia Downtown Association could work together to determine employee eligibility and administration of the program.

**Timeline:** Short-term



Estimated Costs: There would be costs associated with purchasing or subsidizing the bus passes. Currently, local monthly passes are \$30 and it would cost \$3,000 per month to purchase 100 passes for distribution. This would cost a total of \$18,000 for a 6-month pilot program. There would be staff time associated with administering the free pass program as well legal review by the City attorney to ensure that there would be no legal issues with the program structure related to the gift of public funds.

## Strategy 5: Residential and Employee Parking

*5.1: Convert current residential and employee on-street permits to temporary access permits with a monthly fee.*

As the Downtown continues to redevelop, and land uses change, the City should maintain the flexibility to change parking regulations to support greater demand for short-term parking in the Downtown, and particularly in the core. Reliance on residential and employee on-street permits may also impact the decision for developers and property owners as to whether to build off-street parking. An over-reliance on low-cost on-street parking permits will likely lead to conflicts between long-term parking users and short-term visitor and customer access. Therefore, the City should rebrand the employee and residential on-street parking permits as temporary access permits, require monthly payments for the permits, and maintain the ability to reduce or eliminate the number of on-street permits as short-term parking demand increases.

**Timeline:** Short to mid-term

Estimated Costs: Staff costs to update the Municipal Code. May result in reduced permit revenues as the number of permits are reduced, but would likely be offset by increased short-term paid parking revenue.

*5.2: Provide residential and employee off-street parking options through the shared parking program to provide predictable parking options.*

Shared parking programs can be targeted to specific parking users such as visitors, customers, employees, commuters, or event attendees. The City shared parking program should include options for employees and other long-term parking users in the form of monthly or daily permits.

**Timeline:** Short to mid-term

Estimated Costs: Staff time to produce educational materials on employee parking and printing costs. Costs for a shared parking program are addressed under the shared parking strategy.

*5.3: Implement a Downtown employee parking education program*

The City should provide more information to employees on available parking options Downtown, including options for on and off-street permits, transit accessibility, and the locations of 9-hour meters that allow all-day parking. The information should be updated on the City's website and through a parking brochure that can be distributed to downtown businesses and organizations such as the Olympia Downtown Alliance (ODA).

**Timeline:** Short to mid-term

Estimated Costs: Staff costs to update the Municipal Code.

5.4: Increase the price of on-street residential and 9-hour meter permits to incentivize the use of off-street parking options. On-street permits costs should be consistent with hourly and daily rates.

Increasing the cost of permits for on-street parking will encourage the use of off-street alternatives, which is a more appropriate location for long-term parking. The on-street permits for residents are currently \$10 annually and the on-street permits for employees are currently \$60 per month. These prices are not conducive to incentivizing alternative parking in some of the available off-street facilities.

**Timeline:** Short to mid-term

Estimated Revenues:

*RESIDENTIAL PERMITS*

Increasing the price of residential permits from \$10 annually to a varying rate based on zone location could result in around \$136,400 in new annual revenues, assuming the same number of permits are sold. The permits would be sold monthly rather than an annual basis, with the costs more closely aligned with the competing parking options. Figure 18 shows a potential pricing structure with annual pricing replaced by monthly pricing.

Figure 18. Residential Permit Revenues



City of Olympia, 2017; Framework, 2017

## EMPLOYEE PERMITS

Increasing the price of employee permits from \$60 monthly to \$90 monthly would result in around \$72,000 in new revenues, assuming the same number of permits are sold. Currently, it costs \$90 per month to park at the 9-hour meters (during weekdays) when paying for the meter at the daily rate of \$0.50 per hour so the new pricing would be consistent with the hourly pricing structure.

Figure 19. Employee Permit Revenues

	Current	Future	Change
Employee Permits (per month)	200	200	
Cost (per month)	\$60	\$90	\$30
Revenue (annual)	\$144,000	\$216,000	\$72,000

City of Olympia, 2017; Framework, 2017

*5.5: Establish parking user priorities based on the street-fronting ground floor land use for on-street parking. Retail and restaurant uses should have short-term parking while residential uses may have longer-term parking for residents.*

On-street parking should be prioritized to support the ground-floor land uses. For example, on-street parking in front of retail businesses should have short-term time limits and on-street parking on residential streets should prioritize parking for residents and limit long-term parking for commuters and employees. If there is available parking beyond that generated by the priority parking users then other users may be accommodated. Parking management strategies should minimize conflict between parking users and ensure the right users are parking in the right stall. For example, long-term parking users such as residents, employees, and commuters should not be parking in short-term parking stalls intended to support ground-floor commercial uses. Similarly, employees and commuters should not be parking in residential neighborhoods unless authorized by the City.

The City should review the existing and future land use maps and prioritize on-street parking based on the future land use categories. In cases where the existing land use is different than the future land use designation the implementation of new parking user priorities should not occur until the ground floor land use changes to conform with the future land use maps. In areas with different ground floor land uses the management strategy should be driven by the predominant land use and/or the future land use designation.

**Timeline:** Short to mid-term

**Estimated Costs:** Costs would include staff time to review the land use maps and develop the user priorities. Additional staff time costs would be required to make updates to the Municipal Code as parking regulations are changed to reflect new user priorities. New signage and parking meters may also be required in areas that expand paid parking.

*5.6: Review boundaries, time limits, and enforcement of the residential parking zones in the SE Neighborhood Character Area to minimize parking impacts on residential streets from non-residential use.*

Neighborhoods in the Southeast character area of Downtown have a residential parking permit program to limit long-term commuter and employee parking in residential neighborhoods. This strategy is intended to review the existing boundaries of the permit area, enforcement procedures, and the days and times that permits and time limits are in effect to ensure the program is effective. During legislative sessions demand for longer-term parking in the area may extend beyond typical business hours when permit requirements and time limits aren't in effect. The City's purchase of an LPR unit will increase the efficiency and effectiveness of enforcement and will allow the city to collect parking data in the area. Outreach to residents of the neighborhood will help to understand the current issues of concern that should be addressed in redesigning the program. Depending on the outcome of the program review the days and times that permits and time limits are in effect may be modified to minimize long-term parking on residential streets.

**Timeline:** Short to mid-term

Estimated Costs: Staff time to conduct neighborhood outreach, review the program, and collect data. May require future updates to the Municipal Code to implement any reforms.

## Strategy 6: Arts, Culture, and Entertainment Uses

*6.1: Develop shared use parking agreements to support major entertainment and culture events focused in the Downtown Core, including disabled parking stalls.*

Arts, culture, and entertainment uses have unique parking challenges to meet customer needs. Facilities often have limited on-site parking, events occur in the evening when people may be less willing to walk longer distances, and parking demand is relatively low during non-event times. Meeting disabled parking needs is also a challenge. The cost of building new parking facilities when parking demand is high during specific event times is not feasible. A shared parking program should be pursued to meet the needs of these important cultural institutions and improve the customer experience. Many uses have low parking demand in the evening, such as banks, when arts, culture, and entertainment uses have most of their events. The shared use agreements program should be integrated with a City-run shared parking program to the extent feasible.

**Timeline:** Short to mid-term

Estimated Costs: Staff time to design and implement the shared parking program. Parking revenues from the program may offset long-term operating costs for the shared parking program.

## Strategy 7: Improve Disabled Parking Management

*7.1: Work with other departments on achieving Downtown Strategy goals around safety, lighting, and cleanliness in Downtown Olympia to ensure that the parking system is clean and safe.*

Stakeholder input to this study suggested that connections between the downtown core and parking assets (inside and outside the core) are lacking. Infrequent users are especially inconvenienced by the lack of signage directing them to, through and between the downtown and adjacent areas. Inadequate street lighting and the poor condition of some facilities create negative safety perceptions, and alternative mode options that could allow users to park once and access all the downtown easily are not strategically coordinated or managed.

It is recommended that the City undertake a comprehensive inventory and evaluation of impediments to connectivity in the downtown and develop solutions for each. This might necessitate engaging a third party to assist in cataloguing issues, drafting solutions, and forecasting costs. Input from and participation by other relevant City divisions, as well as Intercity Transit, will be important. An action plan would be developed for presentation to City Council and other affected entities for their review, consideration, and approval.

Potential elements of the action plan could include:

- Improving pedestrian links (e.g., unsafe pedestrian crossings, sidewalk conditions, lighting improvements)
- Improving bikeway links (e.g., safe routes/lanes, directional signage, bike parking).
- Installing wayfinding signage at key access portals to direct users to available parking and help them find efficient routes between parking and their destinations (in coordination with Strategies 3.a and 3.b., above).
- Evaluating improved transit connections between parking locations and destinations in and outside the core. This could entail rerouting of existing services and/or new shuttle/circulator programs.

**Timeline:** Short to mid-term

**Estimated Costs:** The costs associated with developing such an action plan are unknown at this time. It would involve City staff time, working with stakeholders, coordination with other City departments, and most likely the assistance of a third-party planning firm. The costs for engaging a planning firm could range from \$20,000 to \$25,000.

*7.2: Confirm that all City-owned off-street facilities are compliant with ADA parking requirements. Consider increasing the number of disabled parking stalls in City-owned surface lots and make these spots available for public parking.*

It is recommended that the City conduct a survey of all its off-street parking facilities to validate that these facilities meet the minimum ADA parking requirements for handicap and disabled stalls. The survey should include not only a count of required stalls but an assessment of stall sizes, signage,

location and ingress/egress paths within the parking facility. This will ensure that the City assumes a leadership role in serving ADA customers, residents and employees in its downtown facilities. Based on occupancies, the City should also consider increasing the number of disabled stalls at its off-street facilities as necessary to meet demand that may exceed minimum standards.

**Timeline:** Short-term

Estimated Costs: Assessment of City lots/facilities could be completed by existing facilities staff or through third-party engagement. Any recommended changes or upgrades to existing ADA stalls would incur costs associated with painting, signage, and maintenance of new disabled stalls.

*7.3: Restrict disabled parking to the 4-hour limit allowed by law for on-street parking.*

Several cities in WA have begun restricting the use of on-street ADA parking to a maximum time limit of 4-hours. These include Vancouver, Washington and Portland, Oregon. This restriction is allowed by federal law and is intended to preserve on-street ADA parking to visitor uses, while encouraging and supporting longer-term and employee ADA parking to locate in off-street facilities. Moving to this type of on-street limit would need to be coordinated with Strategy 7.2., above. Again, implementing this strategy would ensure that disabled parking stalls have turnover and are available throughout the day.

**Timeline:** Short-term

Estimated Costs: Staff time associated with developing necessary ordinances and code changes.

*7.4: Review the number and locations of on-street disabled stalls and ensure high demand areas, such as the core, have sufficient disabled parking stalls. Routinely collect data on the occupancy, duration, and turnover of disabled parking stalls. Direct disabled users to appropriate stalls to minimize conflicts between those needing short-term versus long-term parking.*

As a corollary to Strategy 7.3., above, the City should assess the demand for short-term on-street ADA parking to ensure that ADA stalls are adequately provided to meet demand and are strategically located near destinations with high ADA demand. This can be accomplished through routine data collection related to occupancy, duration of stay and turnover at existing stalls, and outreach and communications with Downtown destinations and the ADA community. With Olympia's new License Plate Reader (LPR) technology, routine assessments of on-street ADA stalls could become a standard operating procedure throughout the year; leveraging the new technology and minimizing data collection costs. This type of assessment will ensure that ADA stalls are sufficient in number and appropriately located.

**Timeline:** Short-term

Estimated Costs: Staff time associated with inventory, data collection efforts, and education.

*7.5: Work with State representative to implement reforms that would result in reduced handicap placard misuse.*

The State of Washington has the primary responsibility for regulating disabled parking and the issuance of handicap placards. Cities have limited options for regulating and managing disabled parking. Cities are responsible for enforcing disabled parking rules and the potential for misuse of handicap placards that occurs when violators attempt to avoid time limits and parking payment. Reforms to improve the ability of a City to enforce handicap placard violations should start with state law. Reforms may include connecting temporary handicap placards to specific vehicles and improved systems for enforcing the expiration of temporary placards. The City should work with state representatives and other cities to support reforms that minimize handicap placard misuse while improving disabled parking access and management for those complying with the regulations.

**Timeline:** Short to mid-term

**Estimated Costs:** Staff time associated with research on best practices and coordinating with State staff and representatives.

# Park + Parking Behavior Analysis

## Overview

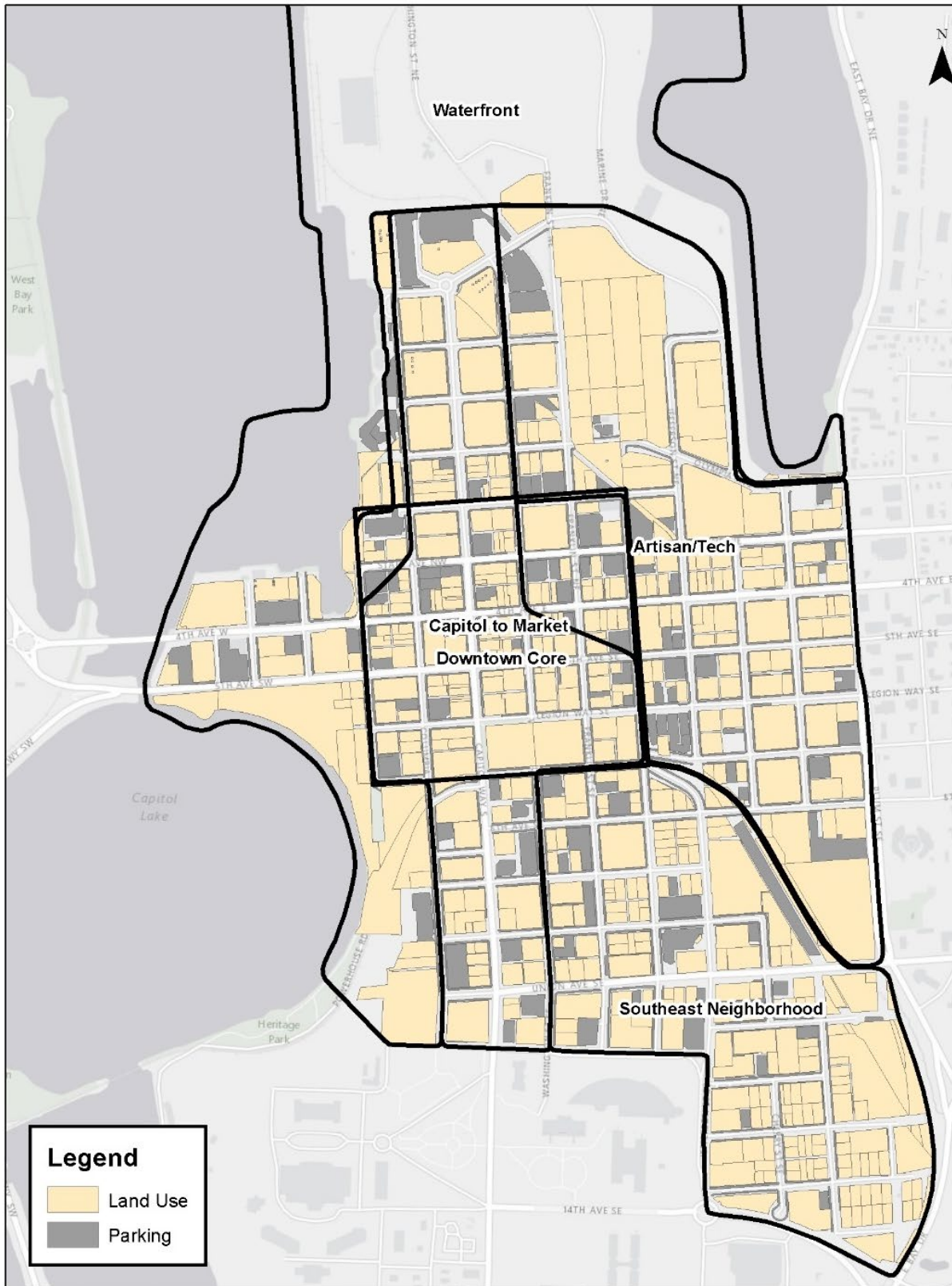
As part of the study, parking behaviors were analyzed to identify parking issues and opportunities and evaluate the effectiveness of potential parking management strategies. The intent of the analyses and evaluations is to ensure parking management strategies are based in sound data that is representative of the parking behaviors found within Downtown Olympia.

This report provides a summary of the data collection process, analysis and findings of existing parking behaviors, and analysis and findings of future conditions, which are based on existing parking behaviors and planned growth assumptions. The intent of this study is to identify recommendations that, if implemented, will improve parking management and help the parking system in the downtown area function more efficiently.

For the purpose of this study, parking behaviors are analyzed in the Downtown area as a whole and for the sub-areas that are present within the Study Area including the Waterfront, Capitol to Market, Artisan/Tech, Southeast Neighborhood, and Downtown Core. A few of the sub-areas overlap each other. The Study Area and sub-areas are shown in Figure 20 on the following page.



Figure 20. Study Area



Kimley-Horn, 2017; City of Olympia 2017

## Existing Parking Conditions

When analyzing parking occupancy, it is important to understand that the primary industry accepted threshold for identifying demand constraints for a system is when occupancies reach 85-90% consistently. When occupancies for a parking system reach this level of occupancy, parking efficiency starts to deteriorate and changes need to be implemented to maintain efficiency of the system. The 10-15% remaining capacity accounts for those vehicles leaving a space and the few spaces that are scattered throughout the system or a facility that one might have to circle to find.

However, it is important to note that this level of occupancy does not necessarily have to happen across the entire system for users to experience frustrations. When individual facilities or sections of a larger area, such as the Core, experience higher demands, the perception of parking can deteriorate throughout the entire Study Area. This deterioration is often the cause of poor public perception of the parking system or patron frustration.

The parking behaviors were evaluated using this industry standard for on-street and off-street parking facilities throughout the Study Area. The following sections summarize the data collection process and the analysis performed to evaluate the parking system.

### Data Collection Methodology

To understand parking behaviors and existing parking conditions, parking data was collected using a combination of manual data collection for off-street facilities and License Plate Recognition (LPR) technology for on-street parking. The mobile LPR equipment uses a dual camera configuration, placed on the roof of the data collection vehicle. The vehicle drives continuous loops through each collection area, counting the number of vehicles parked on-street. The intent of this effort was to count the number of parked vehicles in the area to determine parking occupancy and duration behaviors.

LPR technology was used to take reads on license plates along curb faces to determine parking occupancy. The data received from the LPR unit was limited to a license plate number, the time stamp the read was taken, and a GPS location. The license plate number was used to create a unique identifier for each vehicle observed, which was assigned to each read, replacing the license plate number. Using this information, parking occupancy data was obtained and analyzed on an hourly basis for the on-street facilities in the Study Area.

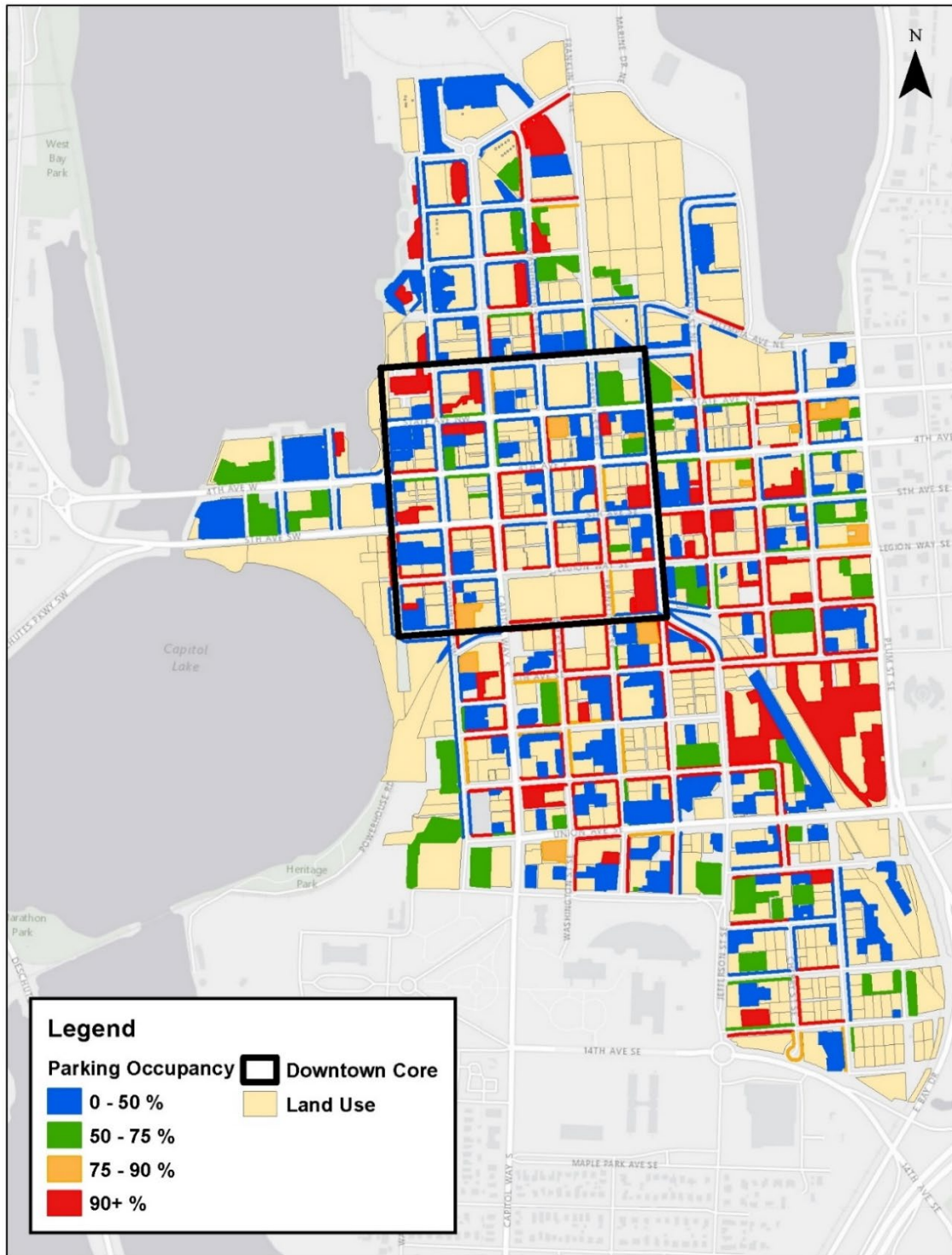
Data for both on-street and off-street parking was collected during a typical weekend and weekday to identify standard parking conditions and behaviors in the Study Area. The weekday data was collected on Tuesday, March 7<sup>th</sup>, 2017 between 9am and 7pm. The weekend data was collected on Saturday, May 6, 2017 between 9am and 6pm. Based on the analysis, 11am on a weekday was found to be the peak condition for parking. Therefore, the following sections summarize the results of the data collection efforts for that peak hour.

### Existing Parking Behaviors

The Downtown Olympia area is a combination of on-street, public off-street and private on-street. Each of the parking facilities within the downtown area were collected and analyzed based on the existing behaviors. The peak hour (11 am) occupancies were evaluated for the three parking facilities, as well as,

number of vehicles from and to other areas. Figure 21 illustrates the Park+ modeled parking occupancies through the Study Area during the peak hour.

Figure 21. Existing Peak Hour Parking Results (11am)



Kimley-Horn, 2017; City of Olympia, 2017

Below are Figure 22 and Kimley-Horn, 2017; City of Olympia, 2017

Figure 23 that summarize the occupancies for each facility type and the results broken down by sub-area. Table 2 not only presents occupancies for each sub-area but also depicts how many vehicles are parking in each sub-area that are from another area and vice versa.

Figure 22. Existing Parking Occupancies by Facility Type

Parking Type	Supply	Met Demand	Surplus/Deficit	% Occupied
<b>On-Street</b>	2,321	1,182	1,139	51%
<b>Public Off-Street</b>	1,959	1,104	855	56%
<b>Private Off-Street</b>	7,957	4,494	3,463	56%
<b>Study Area</b>	12,237	6,779	5,458	55%

Kimley-Horn, 2017; City of Olympia, 2017

Figure 23. Existing Parking Results by Area

Area	Supply	Demand	Met Demand	Surplus/Deficit	% Occupied	# Vehicles from Other Areas	# Vehicles to Other Areas
<b>Waterfront</b>	1,335	399	595	936	45%	135	-
<b>Capitol to Market</b>	4,388	2,539	2,348	1,849	30%	-	191
<b>Artisan/Tech</b>	4,296	2,573	2,565	1,723	60%	-	8
<b>Southeast Neighborhood</b>	3,322	1,661	1,897	1,661	57%	236	-
<b>Downtown Core</b>	2,271	1,243	1,264	1,028	56%	21	-

Kimley-Horn, 2017; City of Olympia, 2017

After the existing conditions were inputted into the Park+ model, it was shown that during the peak hour (11 am) the Study Area operates at 55% and the Core area operates at 56%. Since the Downtown Core is only operating at 56%, it is allowing approximately 21 vehicles from other areas to park within the Core.

The crossing of area boundaries may be due to proximity preferences. For instance, the most convenient parking for a destination may be in a different sub-area, thus contributing to the cross-area parking.

## Future Parking Demands and Behaviors

Long-term success of parking management strategies is critical to helping the downtown area grow successfully to support surrounding businesses, new developments, while accommodating existing uses by enabling ease of access to these destinations through parking. To identify appropriate parking management strategies that effectively manage the system into the future, it is important to understand potential future changes that could likely impact the parking system.

To understand how the future growth and development changes impact the parking system, a dynamic modeling platform was utilized and developed specifically for Downtown Olympia, to predict parking behaviors and analyze potential parking management strategies and their effectiveness.

The Park+ model evaluates observed data collected in the field, existing land use intensities, parking relationships to surrounding land uses, walking tolerances, transportation system attributes and community specific parking behaviors. As a result, the model is able to project occupancies for the parking resources in the Study Area, demands generated by the various land uses, and visually depict these characteristics on a heat map to illustrate the impacts to the system. The results of the demand model represent how much parking demand is being generated, where it is being generated, and where existing parking supplies can no longer meet demands. Additionally, model inputs can be changed to reflect various management techniques to predict parking patterns within the Study Area.

Once the model is developed and reflective of existing conditions, future scenarios can be developed to evaluate impacts to the parking system based on changes to development, new or removed parking, and/or changes to the parking management approach.

The following five scenarios were evaluated as part of this study.

- Scenario 1: Existing conditions with evaluation of parking management strategies in the Core
- Scenario 2: Market Study 10-Year Planning Horizon
- Scenario 3: Market Study 10-Year Planning Horizon with Columbia Site Garage
- Scenario 4: Market Study 20-Year Planning Horizon
- Scenario 5: Market Study 20-Year Planning Horizon with Columbia Site Garage

The following sections present the analyses and findings for each of these scenarios.

# Scenario 1: Existing Conditions with Parking Management Strategies

The following parking management strategies were evaluated based on existing conditions to determine their effectiveness for improving the management of the parking system. The intent of implementing these strategies is to create greater availability and allow more people to park in the area. It was assumed that these strategies were applied to the Core area only, however, the impacts of implementing these strategies are felt throughout the Study Area. These parking management strategies are present in each of the other future scenarios as a baseline assumption.

- Conversion of 9hr parking time limit restrictions to 3hr time limits – encourages turnover of spaces, which creates greater availability, allowing more people to park on the street.
- Increased paid parking from \$1.00 to \$2.00 – an increase of price in the Core encourages people to park in lower price areas, thus redistributing the parking demands and creating greater availability in the areas with higher prices.
- Implementing 100% shared parking with private parking facilities – private facilities contain most of the parking supply in the study area. For those that are underutilized, sharing of these resources creates greater parking availability in both the on-street and off-street parking systems.

The Park+ model was used to evaluate these parking management strategies and the impacts to the parking system. Using the model, the parking within the study area was viewed from several angles to help better dissect the parking behaviors and interpret how the system functions. Figure 24 presents a breakdown of the demands and occupancies for each parking type within the study area.

Figure 24. Scenario 1 Parking Occupancies by Facility Type

Parking Type	Supply	Met Demand	Surplus/Deficit	% Occupied
On-Street	2,321	1,034	1,287	45%
Public Off-Street	1,959	1,088	871	56%
Private Off-Street	7,957	4,655	3,302	59%
<b>Study Area</b>	<b>12,237</b>	<b>6,777</b>	<b>5,460</b>	<b>55%</b>

Kimley-Horn, 2017; City of Olympia, 2017

The implementation of parking management strategies was intended to redistribute the parking demands to create greater availability. The results indicate that should the City implement these strategies, that they will achieve the desired outcome. Compared to the existing conditions, the occupancy for on-street parking facilities decreased by 10% and the occupancies for private off-street facilities increased by 3%. The parking management strategies redistributed the on-street parkers and pushed some into the off-street facilities, creating greater availability and access in the Study Area.

Figure 25 takes the analysis to a deeper level and compares the parking demands and occupancies within each sub-area and summarizes how many vehicles are moving from one area to another.

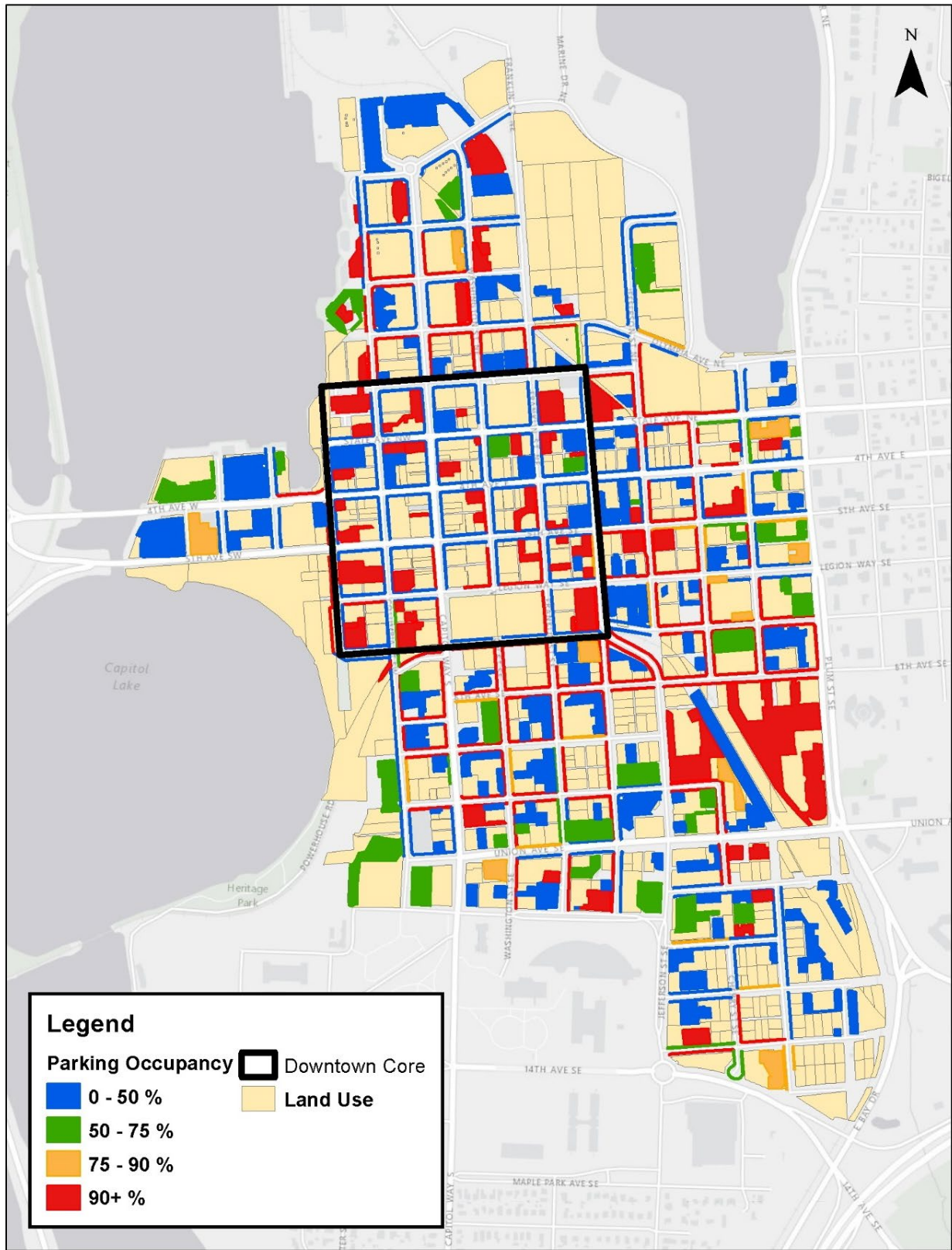
Figure 25. Scenario 1 Parking Results by Area

Area	Supply	Demand	Met Demand	Surplus/ Deficit	% Occupied	# Vehicles from Other Areas	# Vehicles to Other Areas
<b>Waterfront</b>	1,335	399	637	936	48%	238	-
<b>Capitol to Market</b>	4,388	2,539	2,368	1,849	54%	-	171
<b>Artisan/Tech</b>	4,296	2,573	2,588	1,723	60%	16	-
<b>Southeast Neighborhood</b>	3,322	1,661	1,801	1,661	54%	142	-
<b>Downtown Core</b>	2,271	1,243	1,333	1,028	59%	90	-

Kimley-Horn, 2017; City of Olympia, 2017

Looking at Table 4 results, the Downtown Core occupancy increased to 59%, which could be the result of increased availability that allowed 90 vehicles from other areas to park within the core. Figure 26 illustrates the parking occupancies throughout the Study Area and within the Core.

Figure 26. Existing Peak Hour Parking Results (11am) with Parking Management



Kimley-Horn, 2017; City of Olympia, 2017



## Scenario 2: Market Study 10-Year Planning Horizon

Scenario 2 evaluates the impact to parking of new development in the Study Area that is anticipated to occur within a 10-year planning horizon. It includes “Pipeline” developments which are currently planned, approved, or under construction. These “Pipeline” developments are summarized in Figure 27.

Figure 27. “Pipeline Developments

Project	Land Use	Intensity	Parking (Spaces)
123 4 <sup>th</sup> Ave W	Apartments	138 (DU)	121
	Office	7,000 (SF)	
Columbia Place	Apartments	115 (DU)	262
	General Retail	58,000 (SF)	
321 Lofts	Apartments	36 (DU)	28
Campus Lofts	Apartments	43 (DU)	-
Billy Frank Jr Place	Apartments	43 (DU)	16
Legion Square Remodel	Apartments	28 (DU)	-
State’s 1063 Building	General Retail	225,000 (SF)	-
Annie’s Artist Flats	Art Studio	6,000 (SF)	25
	Restaurant	4,000 (SF)	
	Apartments	66 (DU)	
	Office	20,543 (SF)	
East Bay Flats and Townhomes	Townhomes	69 (DU)	72
	General Retail	8,500 (SF)	
	Community Center	2,200 (SF)	
Views on 5th	Apartments	136 (DU)	150
	Restaurant	30,000 (SF)	
Well 80 Brewing Co.	Restaurant	6,000 (SF)	-

City of Olympia, 2017

Additionally, Scenario 2 evaluates the impact of development that could occur within the next 10 years. While specific sites for the development are not yet identified, there are planned land uses and associated intensities. Figure 28 provides a summary of the 10-year growth assumptions. It should be noted that 40% of developments were assumed to be inside the Downtown Core with the remaining 60% outside of the Core.

Figure 28. Market Study 10-year Developments

	Land Use	Intensity	New Parking Spaces	Parking Spaces Removed
Inside Downtown Core	Hotel	54 (Rooms)	148	47
	Apartments	700 (DU)	654	149
	General Retail	130,800 (SF)	-	-
	Office	80,000 (SF)	-	-
	Hotel	79 (Rooms)	220	60

	Land Use	Intensity	New Parking Spaces	Parking Spaces Removed
<b>Outside Downtown Core</b>	Apartments	1,050 (DU)	820	370
	General Retail	196,200 (SF)	-	-
	Office	120,000 (SF)	-	-

Kimley-Horn, 2017; City of Olympia, 2017

These developments were incorporated into the Park+ model to evaluate their impacts on the parking system. The parking management strategies presented in Scenario 1 are continued under this scenario. As Figure 29 indicates, the demand in the study area increases due to the inclusion of the new development. As a result, the occupancies for each of the parking types also increases, particularly the on-street parking. However, even with the increase in demand the parking system can absorb that demand and meet the parking needs as none of the facilities within the study area experience parking occupancies greater than 85%.

Figure 29. Scenario 2 Parking Occupancies by Facility Type

Parking Type	Supply	Met Demand	Surplus/Deficit	% Occupied
<b>On-Street</b>	2,321	1,643	678	71%
<b>Public Off-Street</b>	1,658	1,128	530	68%
<b>Private Off-Street</b>	9,227	5,930	3,297	64%
<b>Study Area</b>	13,206	8,701	4,505	66%

Kimley-Horn, 2017; City of Olympia, 2017

Figure 30 analyzes the data for each of the sub-areas and this information indicates that most of the sub-areas are operating at acceptable or underutilized levels. The Core is within the effective capacity mark of 85-90%. At occupancies of 87%, it is likely that new visitors to the Core may experience frustrations finding an available space within the Core. However, those who visit the Core on a regular basis and know the system and where to park may still be able to find parking easily because they know where to go and how to navigate to the location.

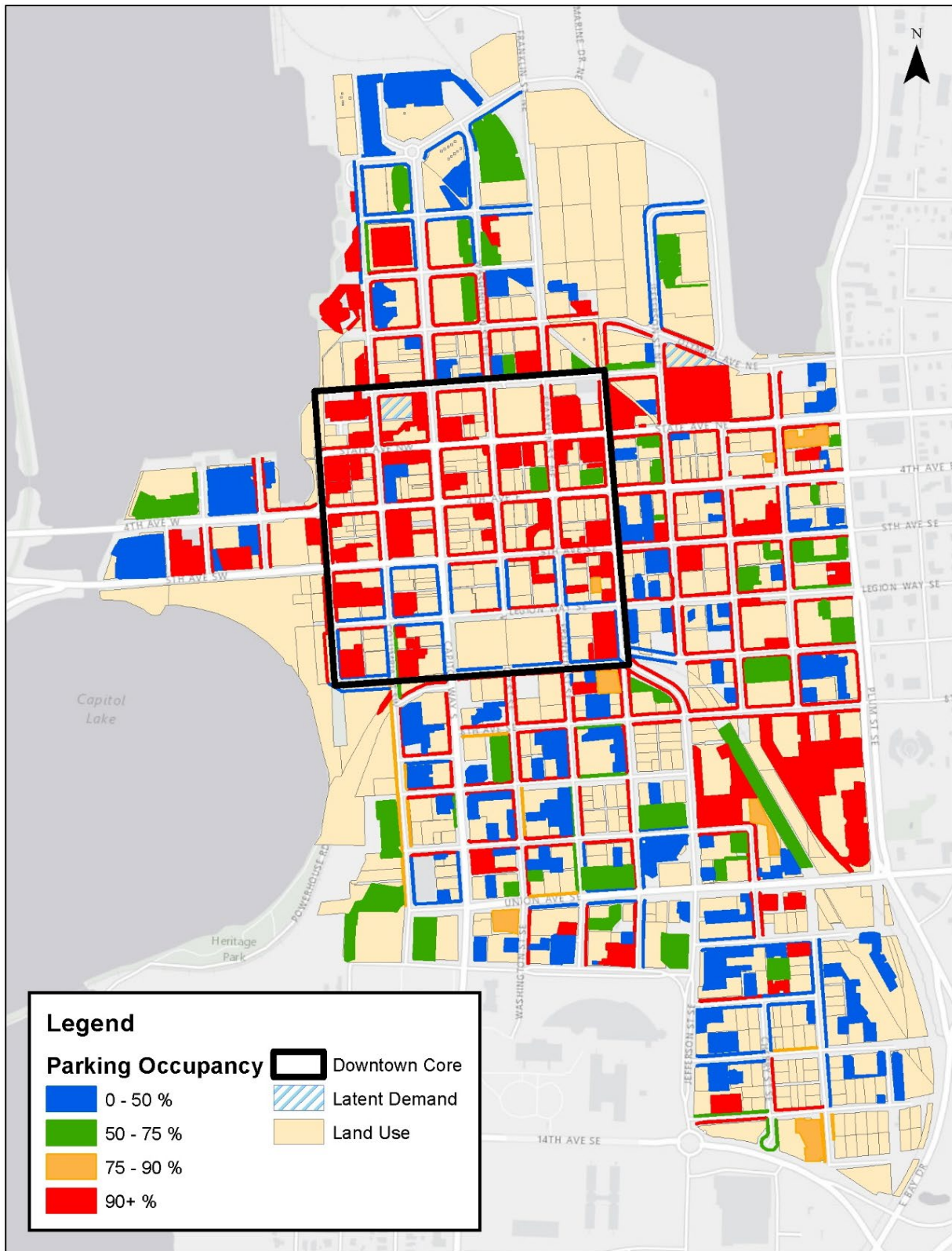
Figure 30. Scenario 2 Parking Results by Area

Zone	Supply	Demand	Met Demand	Surplus/Deficit	% Occupied	# Vehicles from Other Zones	# Vehicles to Other Zones
<b>Waterfront</b>	1,559	520	1,066	1,039	68%	486	-
<b>Capitol to Market</b>	4,770	3,590	3,262	1,180	68%	-	328
<b>Artisan/Tech</b>	4,618	3,657	3,477	961	75%	-	180
<b>Southeast Neighborhood</b>	3,322	1,656	1,843	1,666	55%	187	-
<b>Downtown Core</b>	2,653	2,320	2,302	333	87%	17	-

Kimley-Horn, 2017; City of Olympia, 2017

Figure 31 illustrates the parking occupancies throughout the Study Area and within the Core.

Figure 31. Scenario 2 – Peak Hour Parking Results (11am)



Kimley-Horn, 2017; City of Olympia, 2017

## Scenario 3: Market Study 10-Year Planning Horizon with the Columbia Site Garage

Scenario 3 evaluates the same developments analyzed in Scenario 2, but also includes a new parking garage (Columbia Garage) located on the southwest corner of State Ave and Columbia St. It was assumed that the Columbia Garage would be 355 spaces, would be available for public parking, and would have a rate of \$60 per month. The parking management strategies presented in Scenario 1 are continued under this scenario. The following are the results and findings of this scenario.

As shown in Figure 32, with the inclusion of a new garage, the on-street parking occupancy decreased substantially to 65% (as compared to 71% from Scenario 2). This is because with readily available public off-street parking, and the on-street parking regulations as described in Scenario 1, that people are opting to park in the new garage. This increases the public off-street parking occupancy to 73%, a 5% increase from 68% in Scenario 2.

Figure 32. Scenario 3 Parking Occupancies by Facility Type

Parking Type	Supply	Met Demand	Surplus/Deficit	% Occupied
On-Street	2,321	1,477	844	64%
Public Off-Street	2,013	1,477	536	73%
Private Off-Street	9,227	5,810	3,417	63%
Study Area	13,561	8,764	4,797	65%

Kimley-Horn, 2017; City of Olympia, 2017

Figure 33, which summarizes the results for each sub-area, indicates that due to the new garage, more people can park in the Core. The parking demand does not change between Scenario 2 and Scenario 3, it remains 2,320 spaces. However, under Scenario 3, because of the garage, the Core can park more vehicles as indicated by the increase in Met Demand and the number of vehicles from other areas parking in the Core. The garage allows for 396 vehicles to park from other areas to within the Core. In Scenario 2, this was only 17 vehicles.

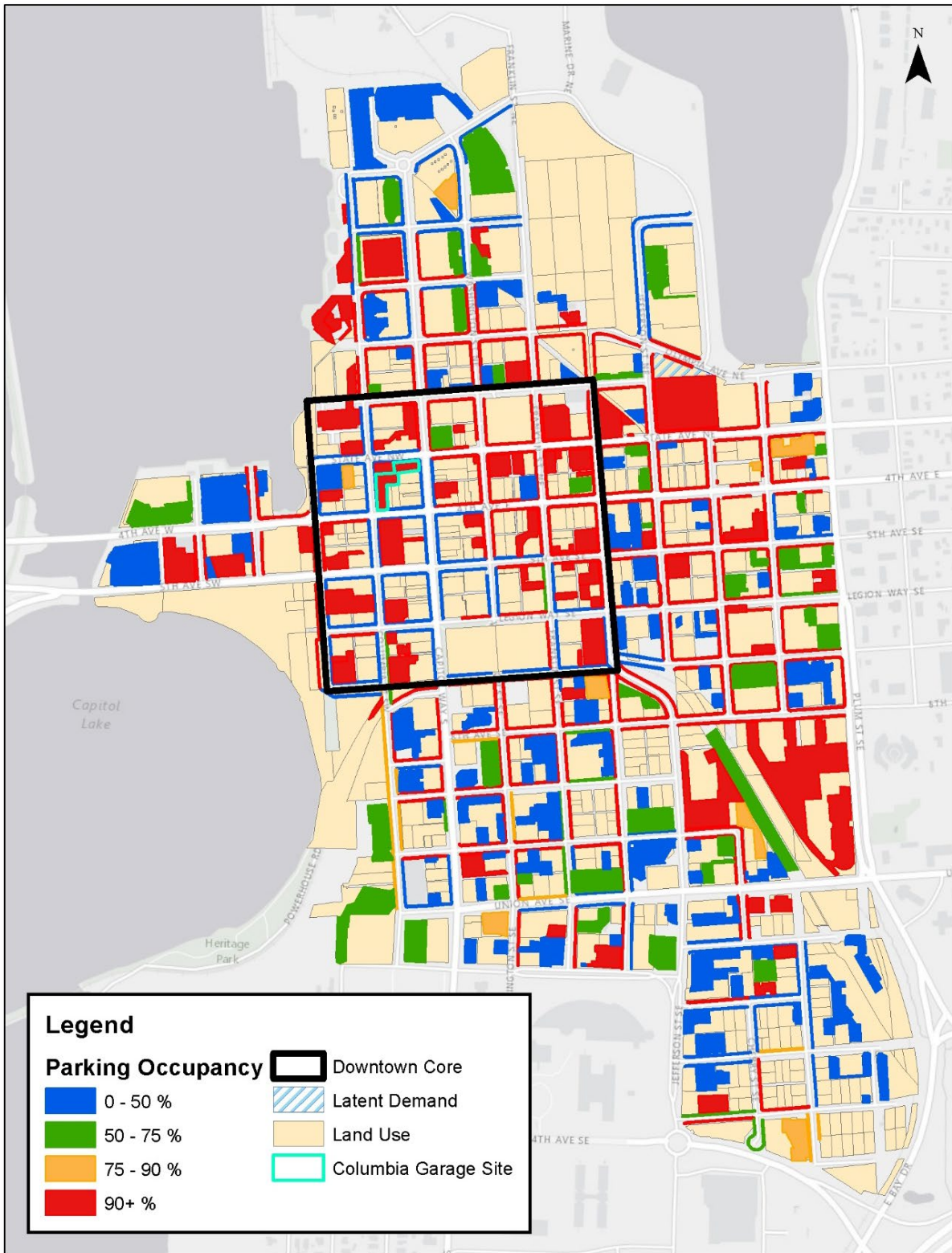
Figure 33. Scenario 3 Parking Results by Area

Area	Supply	Demand	Met Demand	Surplus/Deficit	% Occupied	# Vehicles from Other Areas	# Vehicles to Other Areas
Waterfront	1,559	520	894	1,039	57%	375	-
Capitol to Market	4,770	3,590	2,967	1,180	62%	-	624
Artisan/Tech	4,618	3,657	3,469	961	75%	-	188
Southeast Neighborhood	3,322	1,656	1,843	1,666	55%	187	-
Downtown Core	2,653	2,320	2,324	296	88%	396	-

Kimley-Horn, 2017; City of Olympia, 2017

Figure 34 illustrates the parking occupancies throughout the Study Area and within the Core.

Figure 34. Scenario 3 – Peak Hour Parking Results (11am)



Kimley-Horn, 2017; City of Olympia, 2017

## Scenario 4: Market Study 20-Year Planning Horizon

Scenario 4 evaluates the impact of development that could occur within the next 20 years. While specific sites for the development are not yet identified, there are planned land uses and associated intensities. Figure 35 provides a summary of the 20-year growth assumptions. It should be noted that 40% of developments were assumed to be inside the Downtown Core with the remaining 60% outside of the Core.

The parking management strategies presented in Scenario 1 and Scenario 2 are continued under this scenario. The Columbia Garage (Scenario 3) is not included as part of this scenario. The following are the results and findings of this scenario.

Figure 35. Market Study 20-year Planning Developments

	Land Use	Intensity	New Parking Spaces	Parking Spaces Removed
<b>Inside Downtown Core</b>	Hotel	125 (Rooms)	148	47
	Apartments	1,400 (DU)	654	149
	General Retail	262,000 (SF)	-	-
	Office	160,000 (SF)		
<b>Outside Downtown Core</b>	Hotel	186 (Rooms)	220	60
	Apartments	2,100 (DU)	820	370
	General Retail	393,000 (SF)	-	-
	Office	240,000 (SF)		

Kimley-Horn, 2017; City of Olympia, 2017

These developments were incorporated into the Park+ model to evaluate their impacts on the parking system. The following are the results and findings of this scenario.

Figure 36 indicates that overall, the parking system within the study area can accommodate the parking demands generated by the new development. However, when looking at each sub-area as shown in Figure 37, it is evident that the Core is above the effective capacity threshold and Artisan/Tech area is approaching that threshold. Additionally, in previous scenarios, the Core could accommodate vehicles from other areas. Under this scenario, it is no longer able to absorb those vehicles and instead is looking to place vehicles in other areas. This indicates that with this level of development and parking, the parking in the Core has reached its level of effectiveness and users will likely become frustrated with the lack of availability.

Figure 36. Scenario 4 Parking Occupancies by Facility Type

	Supply	Met Demand	Surplus/Deficit	% Occupied
<b>On-Street</b>	2,321	1,757	564	76%
<b>Public Off-Street</b>	1,658	1,184	474	71%
<b>Private Off-Street</b>	10,257	6,940	3,317	68%
<b>Study Area</b>	14,236	9,881	4,355	69%

Kimley-Horn, 2017; City of Olympia, 2017

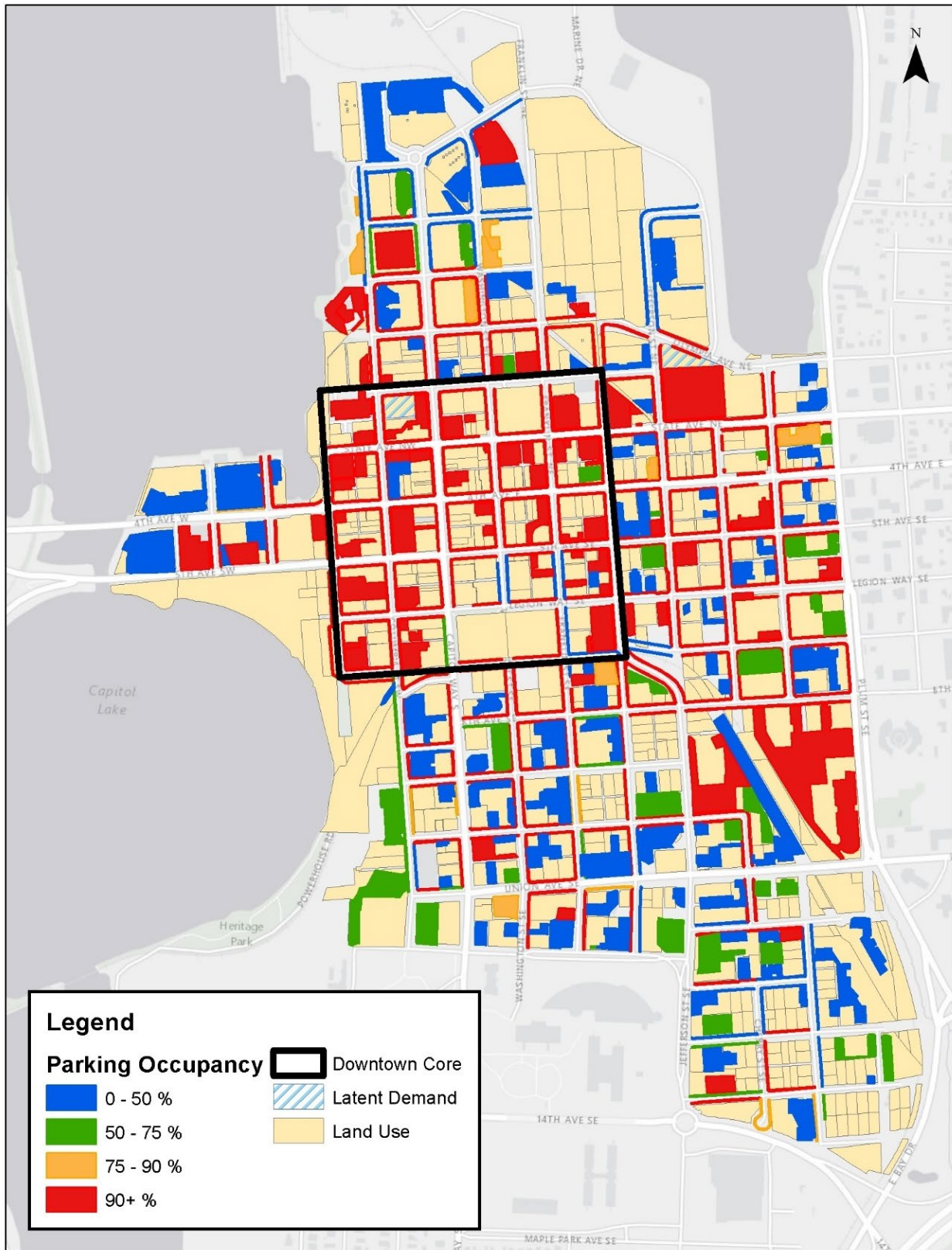
Figure 37. Scenario 4 Parking Results by Area

Area	Supply	Demand	Met Demand	Surplus/ Deficit	% Occupied	# Vehicles from Other Areas	# Vehicles to Other Areas
<b>Waterfront</b>	1,750	640	1,219	1,110	70%	580	-
<b>Capitol to Market</b>	5,427	4,567	3,997	860	74%	-	571
<b>Artisan/Tech</b>	5,291	4,662	4,216	629	80%	-	446
<b>Southeast Neighborhood</b>	3,322	1,656	1,847	1,666	56%	191	-
<b>Downtown Core</b>	3,310	3,417	3,045	107	92%	-	372

Kimley-Horn, 2017; City of Olympia, 2017

Figure 38 illustrates the parking occupancies throughout the Study Area and within the Core.

Figure 38. Scenario 4 – Peak Hour Parking Results (11am)



Kimley-Horn, 2017; City of Olympia, 2017



# Scenario 5: Market Study 20-Year Planning Horizon with Columbia Site Garage

Scenario 5 evaluates the same developments and assumptions analyzed in Scenario 4, however it also includes the Columbia Garage, located on the southwest corner of State Ave and Columbia St. As with Scenario 3, this scenario assumed that the Columbia Garage would be 355 spaces, would be available for public parking, and would have a rate of \$60 per month. These developments were incorporated into the Park+ model to evaluate their impacts on the parking system. The following are the results and findings of this scenario.

As shown in Figure 39, with the inclusion of a new garage, the public off-street parking facilities can absorb more vehicles. Within the Core, as shown in Figure 40, the parking occupancy decreases from 92% to 83% indicating that the new garage alleviates some demand in this area. However, the parking demands in the Core are still high and vehicles within the Core are looking outside of the Core to find available parking. Parking management strategies outside of the Core may have to be considered as part of a longer-term management approach to help further distribute demands.

Figure 39. Scenario 5 Parking Occupancies by Facility Type

	Supply	Met Demand	Surplus/Deficit	% Occupied
<b>On-Street</b>	2,321	1,809	512	78%
<b>Public Off-Street</b>	1,947	1,476	471	76%
<b>Private Off-Street</b>	10,257	6,633	3,624	65%
<b>Study Area</b>	14,525	9,918	4,607	68%

Kimley-Horn, 2017; City of Olympia, 2017

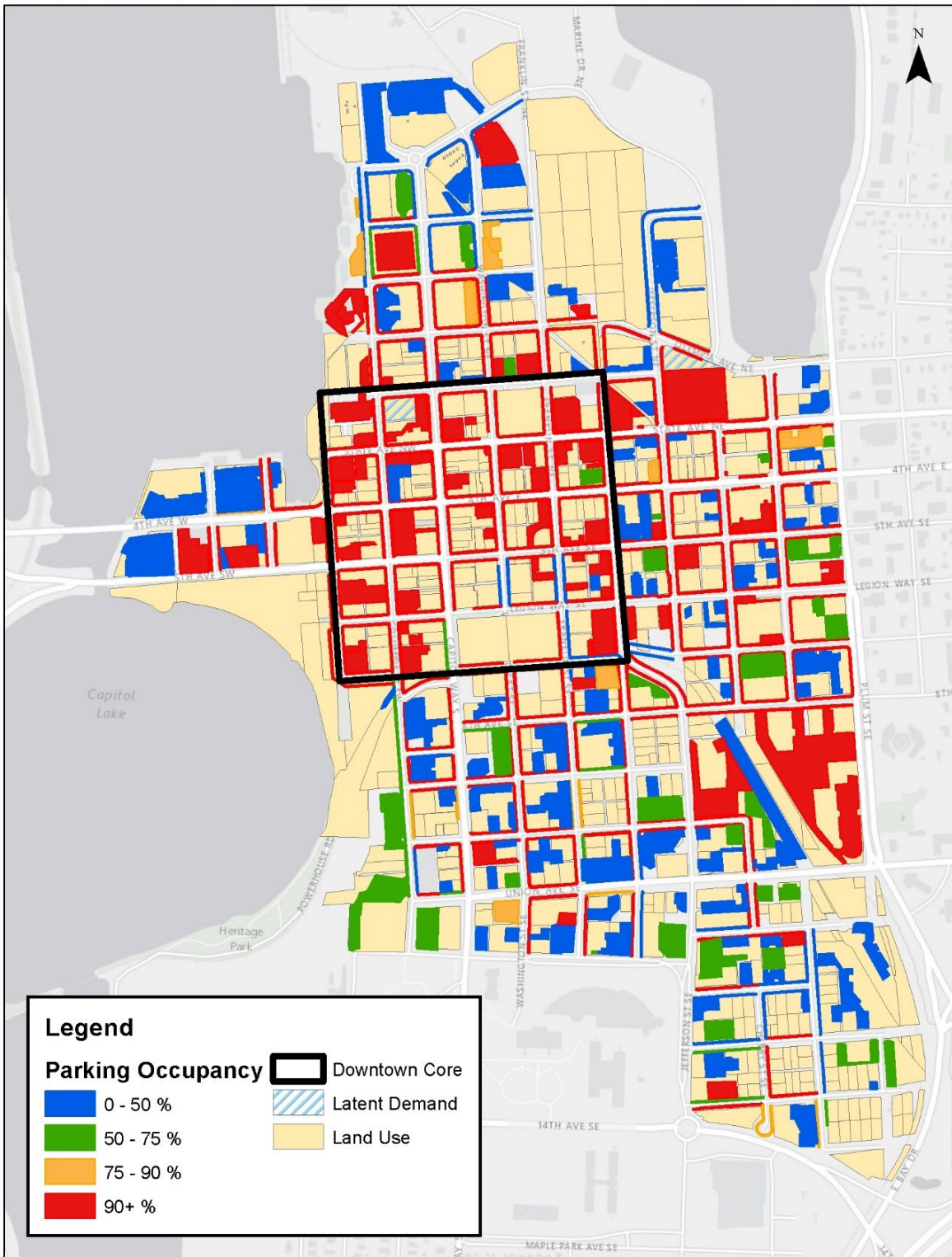
Figure 40. Scenario 5 Parking Results by Area

Area	Supply	Demand	Met Demand	Surplus/Deficit	% Occupied	# Vehicles from Other Areas	# Vehicles to Other Areas
<b>Waterfront</b>	1,750	640	1,022	1,110	58%	383	-
<b>Capitol to Market</b>	5,716	4,567	4,053	1,149	71%	-	514
<b>Artisan/Tech</b>	5,291	4,662	4,210	629	80%	60	452
<b>Southeast Neighborhood</b>	3,322	1,656	1,854	1,666	50%	197	-
<b>Downtown Core</b>	3,599	3,417	2,971	182	83%	-	466

Kimley-Horn, 2017; City of Olympia, 2017

Figure 41 illustrates the parking occupancies throughout the Study Area and within the Core.

Figure 41. Scenario 5 – Peak Hour Parking Results (11am)

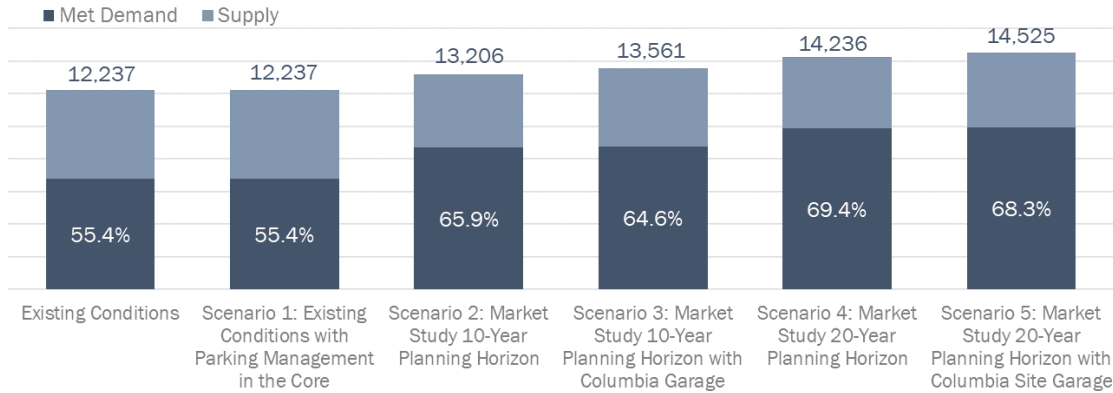


Kimley-Horn, 2017; City of Olympia, 2017

# Summary

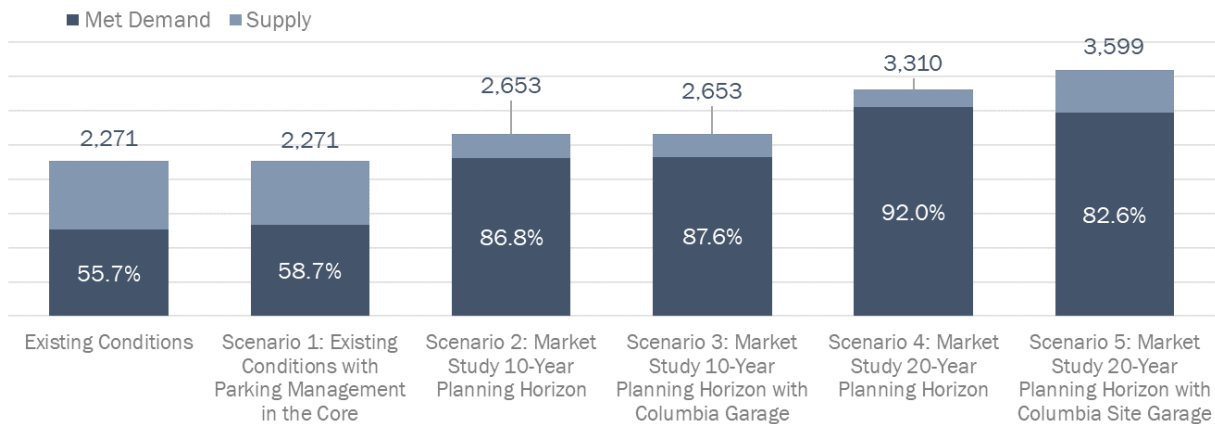
Figure 42 provides a summary of the estimated systemwide occupancies for Downtown Olympia under the five scenarios, as compared to existing conditions. Figure 43 shows a summary of the estimated occupancies for the Downtown Core under the five scenarios.

Figure 42. Summary of Supply and Demand by Scenario



Kimley-Horn, 2017; City of Olympia, 2017; Framework, 2017

Figure 43. Summary of Supply and Demand by Scenario in the Downtown Core



Kimley-Horn, 2017; City of Olympia, 2017; Framework, 2017

# Conclusions

The following findings are based on the analysis performed using the Park+ model and the associated assumptions.

## Immediate Planning Horizon

- The implementation of parking management strategies will distribute some of the parking demands from the on-street facilities to the off-street. This will improve access to surrounding destinations since there is greater availability of desired parking.
- By incorporating the Parking Management Strategies within the Downtown Core of Olympia the Study Area is operating at 59%. It allows more availability for vehicles from other areas to park within the core.

## 10-Year Planning Horizon

- The parking demands created by the 10-year developments can be accommodated by the parking system, however, the parking within the Core will start to reach effective capacity, which could lead to frustrations for new users to the study area and particularly the Core.
- The addition of the Columbia Garage in the 10-year planning horizon will alleviate the demands in the Core. Coupled with the parking management strategies, the garage allows people to move from the on-street facilities to the off-street facilities, thus creating more availability in the on-street system.

## 20-Year Planning Horizon

- Over the course of the next 20 years, the new developments within the Study Area begin to push the Downtown Core over the effective capacity (85-90%). This is assuming 100% shared parking, increase in on-street parking rates and converting 9-Hour meters to 3-Hour meters within the core.
- Adding in the Columbia Site Garage to the Market-Study 20-Year Planning developments and incorporating the Parking Management Strategies the Downtown Core drops below the 85-90% threshold. With the occupancy reductions in the Downtown Core, the Columbia Site Garage at the peak hour is operating at 100% occupancy.

## Definitions

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**American Disabilities Act.** Under the ADA, discrimination against a disabled person is prohibited, including discrimination in transportation, public accommodations, and government activities.

**Car Sharing.** A service where vehicles are available to multiple users through the sharing economy. For example, the service provided by ZipCar.

**Downtown Strategy.** A strategy to implement the comprehensive goals for Downtown Olympia.

**Fee-in-lieu.** A fee whereby developers can opt out of requiring all on-site parking established by a parking minimum and alternately pay into a municipal fund to be used for building centralized public parking.

**Long-term Parking.** Parking for uses that require a longer stay, such as all-day parking for employees or residences. Long-term parking prioritizes those staying around four hours or more.

**Off-Street Parking (public).** Parking stalls located off-street in a publicly-owned parking lot. Public parking lots may be managed by a public or private entity.

**Off-Street Parking (private).** Parking stalls located off-street in a privately-owned and managed parking lot.

**On-Street Parking.** Parking stalls located on-street in the public right-of-way.

**Parking Minimum.** A minimum number of required parking spaces for a specific type of land use. Requirements are often determined based on square footage or number of bedrooms, and vary based on density.

**Peak Occupancy.** The percent of stalls occupied at the hour where occupancy is highest.

**Parking Enforcement (city).** Enforcement of parking restrictions of public parking, both on-street and off-street. This enforcement is done by City staff.

**Parking Enforcement (private).** Enforcement of parking rules in a privately-owned lot, by a private enforcement agent.

**Shared Parking.** Shared use of off-street parking facilities when two different land uses with different peak parking times can efficiently use the same facility to accommodate their customers, residents, and/or employees.

**Shared-use Parking Agreement.** An agreement that lays out the roles and responsibilities when a property owner partners with the City or another private entity to share off-street parking.

**Short-term Parking.** Parking that is meant for short trips, generally four hours or less.

**Surface Parking.** Parking located in an off-street surface lot.



# Questions?

*Max DeJarnatt*

*mdeharna@ci.olympia.wa.us*



## City Council

### Approval for Continued Exploration for Creation of a Tax Audit Team

**Agenda Date:** 4/16/2024  
**Agenda Item Number:** 6.C  
**File Number:**24-0284

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**Type:** discussion **Version:** 1 **Status:** Other Business

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#### **Title**

Approval for Continued Exploration for Creation of a Tax Audit Team

#### **Recommended Action**

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

The Finance Committee recommend approval of initiative and referral to City Council for consideration.

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

Move to approve the continued exploration of a tax audit program, directing the Finance Department to continue working toward its creation, including approving necessary budgetary funding and FTE as part of a future 2024 budget adjustment Ordinance.

#### **Report**

##### **Issue:**

Whether to approve the continued exploration of a tax audit program, directing the Finance Department to continue working toward its creation, including approving necessary budgetary funding and FTE as part of a future 2024 budget adjustment Ordinance.

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

Aaron BeMiller, Finance Director, 360.753.8465

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

Brandie Andrews, Tax and License Analyst, City of Olympia

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

Businesses operating here are required to obtain an Olympia endorsement on their state business license and file Olympia tax returns. In the past five years, Olympia's business taxpayer base has grown by 30% while tax filings have only increased 2%. New businesses may be unfamiliar with municipal tax and license rules. Covid also reset existing business' knowledge about municipal licensing and taxation responsibilities. These and other factors have led to heightened levels of voluntary non-compliance.

Exploration of creating a tax team began in earnest in mid-2023 and since that time, Finance team

members have met with several cities who have a similar program to learn their processes. Additionally, the Finance department has continued to investigate an online B&O tax payment solution. Staff have looked at various solutions but all that we have tested have had limitations that ultimately would make online filing more difficult than the current method of filing. However, we have been exploring a solution created by another Washington City which is proving to be a very positive process to date.

Approval by the City Council would signal support for the Finance Department continuing to work toward the creation of the tax audit team, including authorizing the Finance Department to hire staff and establish the tax team program. Council will formally authorize the additional 3.0FTE and requisite budgetary expenditure necessary to fully fund the program as part of a future 2024 budget adjustment Ordinance.

**Climate Analysis:**

This agenda item is expected to result in no impact to greenhouse gas emissions.

**Equity Analysis:**

Currently all businesses operating in Olympia have identical access to information about local business licensing and taxation. Not all businesses access or respond to this information, causing disparities in fairness and justice for those who do. This program targets such disparities in our business community.

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

Members of the community may have an interest in this agenda item as it deals with City finances and fiscal governance.

**Financial Impact:**

Current estimates on the cost of the tax team are roughly \$560,000 annually for three positions and necessary supplies. It is anticipated that this team will bring in additional resources at an amount to at least to cover the costs of the program.

**Options:**

1. Receive the presentation and approve Finance staff to continue to work toward creating the team.
2. Receive the presentation on and do not approve Finance staff to continue to work toward creating the team.
3. Receive the presentation at another time.

**Attachments:**

None