



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, September 13, 2022

7:00 PM

Online and Via Phone

Register to

Attend:https://us02web.zoom.us/webinar/register/WN_QvOC-QjRQRKfIETLYTQLhQ

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [22-0837](#) Special Recognition - Proclamation Recognizing Suicide Prevention Month

Attachments: [Proclamation](#)

[Hope for a Day Website](#)

[Crisis Clinic of Thurston and Mason Counties Website](#)

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

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

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

- 4.A [22-0800](#) Approval of the August 23, 2022 City Council Meeting Minutes
Attachments: [Minutes](#)
- 4.B [22-0834](#) Approval of Bills and Payroll Certification
Attachments: [BillsPayroll](#)
- 4.C [22-0818](#) Approval of a Resolution Authorizing a Lease Agreement between the City of Olympia and the Olympia School District for Office and Classroom Space at the Armory During Renovations to Avanti High School
Attachments: [Resolution Agreement](#)
- 4.D [22-0825](#) Approval of a Resolution Authorizing a Program Participation Agreement Between the City of Olympia and the Snohomish County Regional Training Consortium for the Firefighter Recruit Training Academy
Attachments: [Resolution Participation Agreement Interlocal Agreement](#)

4. SECOND READINGS (Ordinances)

- 4.E [22-0780](#) Approval of an Ordinance Adopting a Vacant Properties Registration Program
Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances)

- 4.F [22-0815](#) Approval of an Ordinance Amending the Boundary and Standards of the Downtown Exempt Parking Area
Attachments: [Ordinance Public Comments](#)
- 4.G [22-0828](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 12.60 Relating to Compliance with Signs in Public Parks
Attachments: [Ordinance](#)

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

- 6.A [22-0832](#) Olympia Fire Department Basic Life Support Transport and CARES Programs Feasibility Study Overview and Basic Life Support Transport Provided by Private Ambulance Services in Olympia Availability and Response Briefing
Attachments: [OFD Presentation](#)

[FCS Group Presentation](#)

[Final Report](#)

- 6.B** [22-0836](#) Review and Approve the Draft 2023 Legislative Agenda

Attachments: [Draft 2023 Legislative Agenda](#)

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. EXECUTIVE SESSION

- 10.A** [22-0827](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)
(c) - Real Estate Matter

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 - Proclamation Recognizing Suicide Prevention Month

Agenda Date: 9/13/2022
Agenda Item Number: 2.A
File Number:22-0837

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

Title

Special Recognition - Proclamation Recognizing Suicide Prevention Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize September as Suicide Prevention Month.

Report

Issue:

Whether to recognize September as Suicide Prevention Month.

Staff Contact:

Susan Grisham, Assistant to the City Manager

Presenter(s):

Councilmember Lisa Parshley

Councilmember Yến Huỳnh

Background and Analysis:

Suicide is a preventable mental health crisis that is often not discussed due to social and cultural stigma regarding openly discussing mental health struggles. In the United States, over 48,000 people die by suicide every year, averaging 132 suicide completions each day. Suicide completion rates have surged to a 30-year high.

Hope For the Day is a non-profit organization that is working to facilitate proactive suicide prevention and their website has a portal connecting folks to resources, education and outreach opportunities.

If you or someone you know is in crisis, contact the Suicide Prevention Lifeline at 1-800-273-TALK (8255), or dial 911 in case of emergency. Locally you can also call the Crisis Clinic of Thurston and Mason Counties at 360.586.2800.

Attachments:

Proclamation

Hope for the Day Website

Crisis Clinic of Thurston and Mason Counties Website

PROCLAMATION

WHEREAS; September is known globally as “Suicide Prevention Month”, the National Suicide Prevention + Action Month Proclamation was created to raise the visibility of the mental health resources and suicide prevention services available in our community; and

WHEREAS; the goal is to start the conversation about mental health and the impact of suicide to help destigmatize the conversation and help connect people with the appropriate support services; and

WHEREAS; According to the American Foundation for Suicide Prevention, Suicide is the 10th leading cause of death among adults, and the second leading cause of death among individuals between the ages of 10 and 34 in the United States; and

WHEREAS; more than 48,000 people died by suicide across the United States in 2018, with an average of 132 suicides completed daily; and

WHEREAS; each and every suicide directly impacts a minimum of 100 additional people, including family, friends, co-workers, neighbors, and community members; and

WHEREAS; the City of Olympia publicly places its full support behind those who work in the fields of mental health, education and public safety; and

WHEREAS; global organizations like Hope For The Day and local mental health partners, serve on the front lines of a war that many still refuse to discuss, as stigma regarding suicide and mental health issues is far too prevalent; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council, does hereby proclaim September 2022, as

SUICIDE PREVENTION MONTH

in the City of Olympia and encourages all community members to take the time to understand the importance of mental health education and recognize that taking care of ourselves and others includes taking care of mental health.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 13th DAY OF SEPTEMBER 2022.

OLYMPIA CITY COUNCIL

Cheryl Selby, Mayor

Start the conversation.

Over 700,000 suicides are reported each year, with many more going unreported. 1 in 5 U.S. adults experience mental illness each year. In the US alone, over 130 individuals complete suicide on a daily basis.

Through outreach, education, and action, we can equip people with the right tools to be proactive in their communities.



Together, we can break the silence around mental health.

Use our Resource Compass to search for free and reduced-cost mental health resources in your community.

THE HOPE BALL 2022

SEPTEMBER 30TH, 2022

4325 N Ravenswood Ave, Chicago,
IL 60613

The Hope Ball is an extraordinary evening of celebration for our past, present, and future plans to smash the stigma around mental health and suicide together as a community. Featuring delicious bites and beverages, music, raffles, and good times for a good cause!

00:00 / 00:29



100% of the proceeds from The Hope Ball 2022 will support Hope for the Day's proactive suicide prevention and mental health education projects.

[LEARN MORE](#)

[BUY TICKETS](#)

Community Action



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over

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AM P

RECAP

the Hope Motel

Aug 24, 2022 ·
Mary Grace Ritter

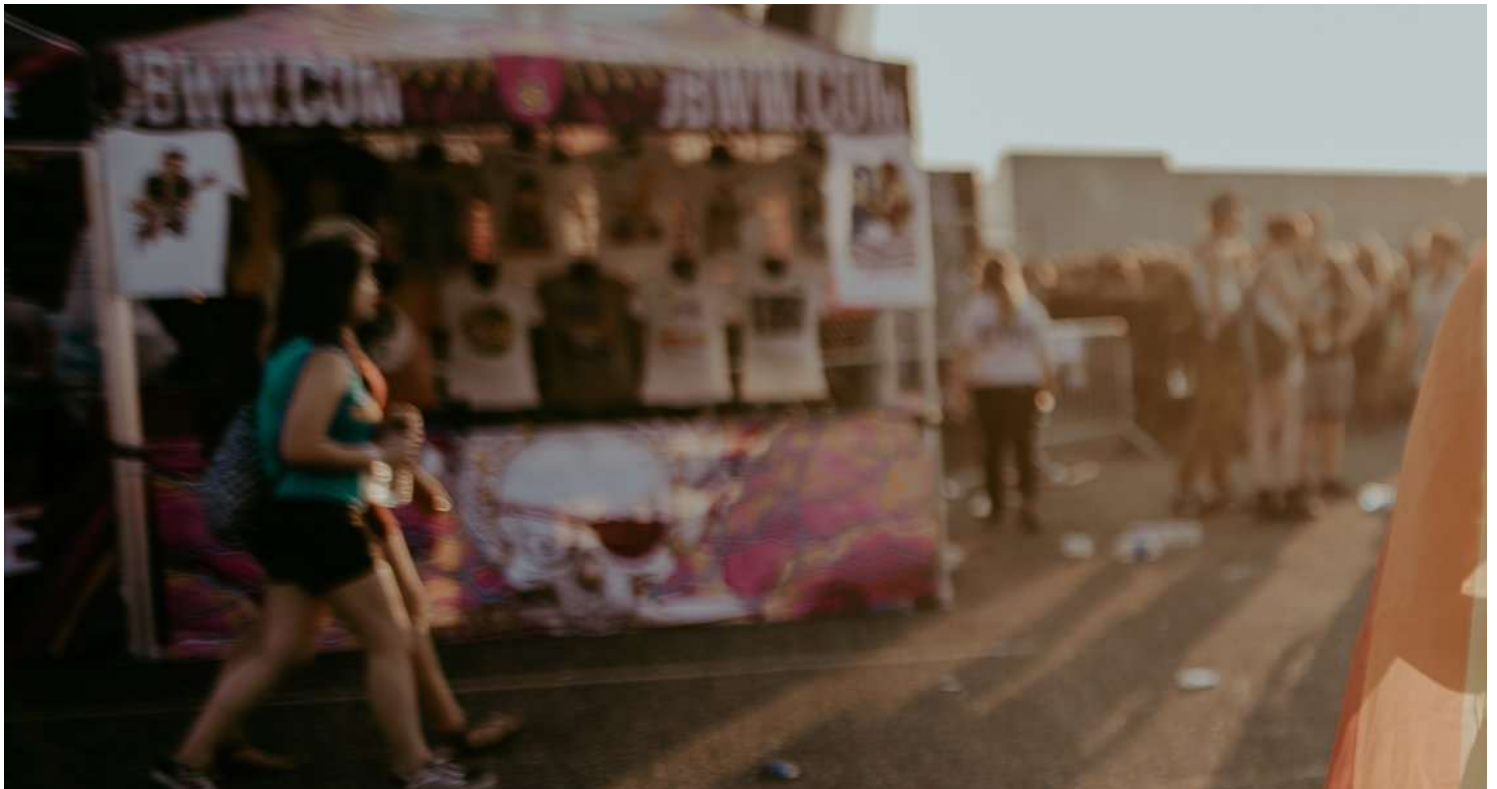
Four Years and
Millions of Lives
Impacted by the
N.S.P.A.M.P.

Aug 12, 2022 ·
Mary Grace Ritter

Summer of Hope
Recap

Jul 29, 2022 · Mary Grace Ritter

Greetings from the
Hope Motel



**With support from people like you who believe
suicide is preventable, we have been able to reach
places all over the globe with the message: IT'S OK
NOT TO BE OK[®].**



50 States



26 Countries



17 Languages



Get Involved



Get Educated

Learn the facts about suicide, the signs, and how to help. Get certified in Mental Health First Aid!

GET EDUCATED



Get Social

Connect with us on social media and share your story, resources, and share our accounts with your followers to get them involved.



Download Resources

Download customizable resource cards, social media posts, and more.

DOWNLOAD



Donate

Donate or purchase a tee at our online store! 100% of proceeds go to suicide prevention and mental health education.

DONATE

STORE



Fundraise

Start a fundraiser to support our efforts. It's quick and very easy to set up, and 100% of proceeds donated go to suicide prevention and mental health education projects!

FACEBOOK

STREAM



Start The Conversation

Take action in your community! Join us as a volunteer or education instructor, opportunities available from anywhere in the US.

VOLUNTEER

BECOME AN INSTRUCTOR

ABOUT

OUR STORY
MEET OUR STAFF
SIP OF HOPE
STORE
PRIVACY POLICY +
TERMS OF USE

RESOURCES

FINANCIALS
BRAND
GUIDELINES
EDUCATIONAL
RESOURCES
MEDIA
DOWNLOADS

GET INVOLVED

PARTNERS IN
PREVENTION
DONATE
EVENTS
HOPS FOR THE
DAY
E-LEARNING

Subscribe to our Newsletter

For updates about our
programming and events,
subscribe to our newsletter!

SIGN UP



THE CRISIS CLINIC

*of Thurston and Mason
Counties*

[Volunteer](#)

[Get Help](#)

[Donate](#)



Important Message

On 6/28/2022 from 1:32am-7:55am PST a situation occurred at The Crisis Clinic. Our lines were inadvertently transferred to an outside entity. There is a possibility that potential privacy information was disclosed. If you think you may have been affected please call: 360-586-2888 ext. 108

Mission Statement:

We provide compassionate support and resources to empower those in crisis every hour of every day.

We do this by:

- Answering a volunteer-powered Crisis Line, 24 hours a day, 7 days a week, 365 days a year.
- Strengthening individual resilience through crisis intervention, resources, and referrals.
- Raising awareness of and expanding access to community services.
- Showing respect, empathy and compassion to all.
- Training our community to prevent suicide among seniors, adults and youth.
- Offering inclusive volunteer opportunities to members of the community.



WHAT WE DO



Crisis **Support**

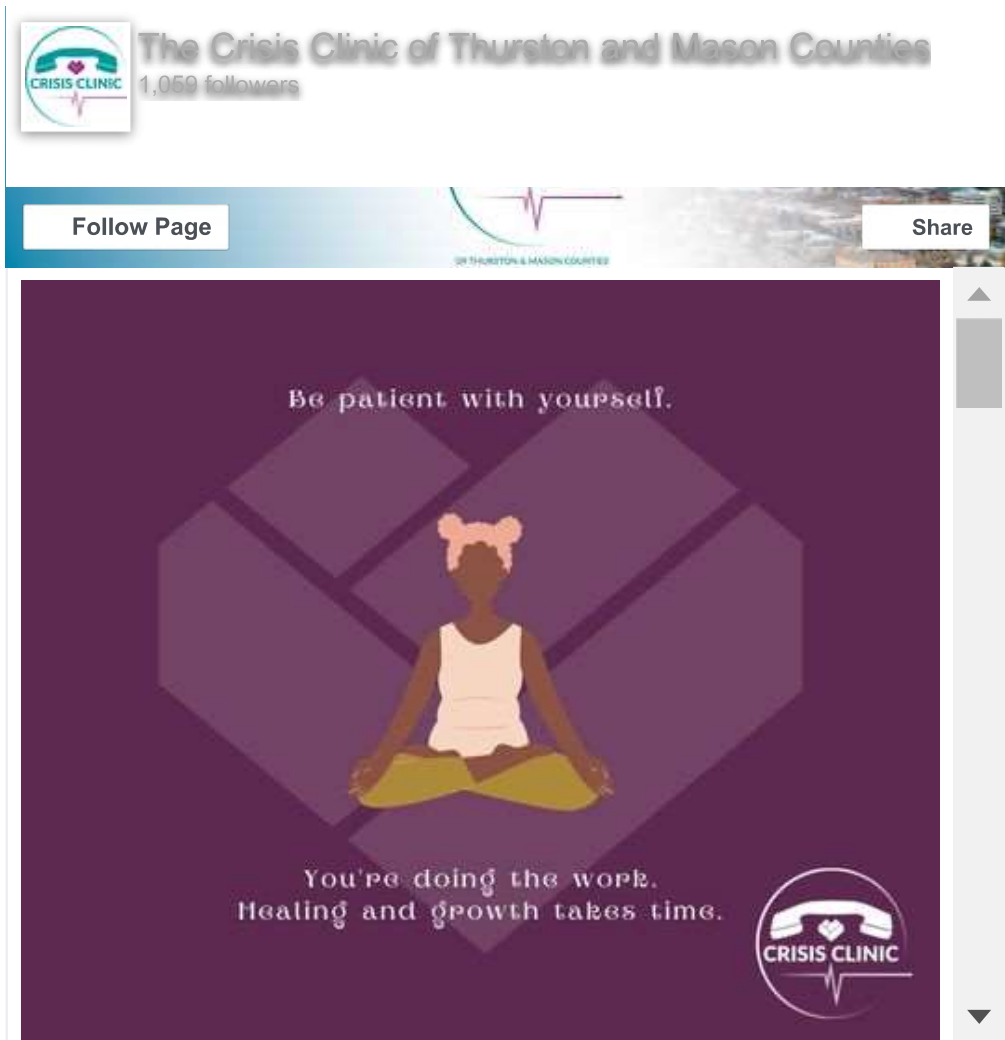


Community **Training**



Substance Use Disorder **Services**


CONNECT WITH US




The Crisis Clinic of Thurston and Mason Counties
1,059 followers

Follow Page Share

Be patient with yourself.



You're doing the work.
Healing and growth takes time.



Keep in Touch

Sign Up for Our Newsletter

Name *

Email *

SUBSCRIBE

Crisis Clinic of Thurston and Mason Counties



Mission Statement

We provide compassionate support and resources to empower those in crisis every hour of every day.

Vision

Our Vision is a Community where everyone in crisis gets the help they need to survive and thrive.

[Home](#)

[About](#)

Services

Volunteer

Donate



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

City Council

Approval of the August 23, 2022 City Council Meeting Minutes

Agenda Date: 9/13/2022
Agenda Item Number: 4.A
File Number:22-0800

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

Title

Approval of the August 23, 2022 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, August 23, 2022

7:00 PM

Council Chambers, Online and Via
Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_dhfWDYsDRwKQMNb3ywi4aQ

1. ROLL CALL

Present: 6 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Y n Hu nh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

Excused: 1 - Councilmember Jim Cooper

1.A ANNOUNCEMENTS

Mayor Selby announced an officer involved shooting occurred Monday morning and is currently under investigation by independent representatives from the Capital Metro Independent Investigative Team. Olympia Police Department will not be conducting this independent investigation. State law does not allow for the investigating agency to give updates or share information until the investigation is complete and the results have been presented to the prosecuting attorney. The results of the investigation will be shared with the public once it is complete.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

- 2.A [22-0793](#) Special Recognition - Fire Ops Training Helmet Presentation: Y n Hu nh and Dontae Payne

Fire Fighter Erin Johnson shared a video and presented Councilmembers Payne and Hu nh with helmets.

The recognition was received.

- 2.B [22-0781](#) Special Recognition - Proclamation Recognizing 2022 Puget Sound Starts Here Month

Councilmembers read a proclamation recognizing 2022 Puget Sound Starts Here month.

Senior Outreach Specialist Susan McClearly shared the 2022 outreach activities related

to the event.

Squaxin Island Tribal Councilman Kris Peters discussed the importance of the Salish Sea.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Talauna Reed, Hattie Osbourne, Shayna Clayton and Talia McCaw.

4. CONSENT CALENDAR

- 4.A [22-0790](#) Approval of the August 16, 2022 City Council Meeting Minutes

The minutes were adopted.

- 4.B [22-0787](#) Approval of a Labor Contract with Chauffeurs, Teamsters and Helpers Union Local No. 252

The contract was adopted.

- 4.C [22-0789](#) Approval of a Substantial Amendment to Program Year 2021 Community Development Block Grant Annual Action Plan

The decision was adopted.

- 4.D [22-0778](#) Approval of a Resolution Declaring a Need for the Housing Authority of Thurston County to Operate Within the Boundaries of the City of Olympia

The resolution was adopted.

- 4.E [22-0779](#) Approval of a Resolution Authorizing an Agreement with Thurston County to Fund Services for People Impacted by Homelessness

The resolution was adopted.

- 4.F [22-0782](#) Approval of a Resolution Accepting Federal Grant Funds for the Olympia Westside Pavement Preservation Project

The resolution was adopted.

- 4.G [22-0784](#) Approval of a Resolution Authorizing an Amended Lease Agreement with MPH Holdings, LLC, for Premises at 1415 Harrison Avenue NW, Suites 101 and 201

The resolution was adopted.

- 4.H [22-0791](#) Approval of a Resolution Authorizing the City Manager to Execute All Documents Necessary for the City of Olympia to Participate in an Opioid

Settlement Negotiated by the Washington State Attorney General with
Certain Opioid Distributors

The resolution was adopted.

4. SECOND READINGS (Ordinances)

- 4.I** [22-0769](#) Approval of an Ordinance Updating and Amending Olympia Municipal
Code Title 9 - Public Peace, Morals and Welfare

The ordinance was adopted on second reading.

Approval of the Consent Agenda

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

Aye: 6 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Huynh,
Councilmember Madrone, Councilmember Parshley and
Councilmember Payne

Excused: 1 - Councilmember Cooper

4. FIRST READINGS (Ordinances) - NONE

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

- 6.A** [22-0785](#) Approval of the 2022 Percival Plinth Project Peoples' Choice Award

Arts Program Specialist Angel Nava shared the history of the Percival Plinth People's
Choice program.

Arts Commission Chair Jim Burlingame shared the outcome of the public vote. Based
on the results of the vote, the Arts Commission recommends the purchase of the two
sculptures "Salmon Romance" by Pat McVay and "Underwater Disagreement" by Eileen
Lagasse.

**Mayor Pro-tem Gilman moved, seconded by Councilmember Huynh, to
approve the purchase of "Salmon Romance" by Pat McVay and "Underwater
Disagreement" by Eileen Lagasse as determined by public vote. The motion
carried by the following vote:**

Aye: 6 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Huynh,
Councilmember Madrone, Councilmember Parshley and
Councilmember Payne

Excused: 1 - Councilmember Cooper

6.B [22-0792](#) 2022 Police Auditor Mid-Year Report Briefing

Police Auditor Tara Parker gave a briefing on the 2022 Mid-Year Auditor report.

Councilmembers asked clarifying questions.

The information was received.

6.C [22-0780](#) Approval of an Ordinance Adopting a Vacant Properties Registration Program

Lead Code Enforcement Officer John Mahone discussed a proposed ordinance establishing a vacant properties program.

Councilmembers asked clarifying questions.

Councilmember Madrone moved, seconded by Councilmember Payne, to approve on first reading and forward to second reading the ordinance establishing a vacant properties registration program. The motion carried by the following vote:

Aye: 6 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

Excused: 1 - Councilmember Cooper

7. CONTINUED PUBLIC COMMENT - NONE**8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

Councilmembers reported on meetings and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Burney recognized Assistant City Manager Debbie Sullivan and Human Resources Director Linnaea Jablonski received their Diversity, Equity & Inclusion certification from the University of Washington.

10. ADJOURNMENT

The meeting adjourned at 9:23 p.m.



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

City Council

Approval of Bills and Payroll Certification

Agenda Date: 9/13/2022
Agenda Item Number: 4.B
File Number: 22-0834

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

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 authorized to certify said claims".

For Period 7/10/2022 7/16/2022

For A/P ACH Payments and A/P Checks Numbered 3748789 3749015

For Other Electronic Payments Dated _____ Through _____

Inclusive in the Amount Totalling

Date 7/27/2022 Finance Director [Signature] [Signature]

Total Approved for Payment		
Fund		
\$1,332,160.96	001	General Fund
\$0.00	002	Shop Facilities
\$726.74	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$0.00	006	Development Fee Revenue
\$9,684.05	007	Parking Fund
\$28,167.88	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$1,131.12	025	Washington Center
\$17,778.13	026	Municipal Arts Fund
\$42.34	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$0.00	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$7,280.42	135	Parking Business Imp Area
\$0.00	136	Farmers Mrkt Repair/replc
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	Oly Metro Park District
\$3,020.00	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc. Governmental Debt Fund
\$0.00	317	Capital Improvement Fund
\$70,399.72	318	Home Fund
\$70,988.30	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$371.00	335	Facilities Capital Improvement Fund
\$1,167.50	340	Parks Capital Improvement Fund
\$65,142.53	401	Water
\$13.86	402	Sewer
\$378,909.77	403	Solid Waste
\$4,504.30	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$7,734.39	461	Water Cip Fund
\$0.00	462	Sewer Cip Fund
\$0.00	463	Solid Waste/advertising
\$0.00	464	Storm/Surface Water Capital improvement Fund
\$18,288.27	501	Equipment Rental
\$0.00	502	C. R. Equipment Rental
\$0.00	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$0.00	505	Workers Compensation
\$0.00	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$0.00	630	County/State Custodial
\$0.00	631	Public Facilities
\$0.00	682	Law Enforcement Record Mgntsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$0.00	720	Schools

Reconciliation of Superior All Checks Register to Expenditure Summary
Data From Central Square All Checks Register

Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	22204	22207	943,880.09
Payroll A/P (vendors) Checks	3748794		189.26
		<i>Subtotal</i>	<i>944,069.35</i>
Voided Checks			(189.26)
EFT			690,391.25
A/P Checks			383,239.94
Grand Total			2,017,511.28
<i>Proof</i>			<i>0.00</i>

\$2,017,511.28 GRAND TOTAL FOR WEEK

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 7/17/2022 7/23/2022
 For A/P ACH Payments and A/P Checks Numbered 3749016 3749216
 For Other Electronic Payments Dated _____ Through _____

Inclusive in the Amount Totaling

Date 7/27/2022 Finance Director [Signature]

Total Approved for Payment		
Fund		
\$605,743.16	001	General Fund
\$0.00	002	Shop Facilities
\$18,466.26	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$0.00	006	Development Fee Revenue
\$0.00	007	Parking Fund
\$0.00	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$0.00	025	Washington Center
\$500.00	026	Municipal Arts Fund
\$23,500.00	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$0.00	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$0.00	135	Parking Business Imp Area
\$0.00	136	Farmers Mkt Repair/repic
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	Oly Metro Park District
\$21,264.64	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc Governmental Debt Fund
\$5,629.30	317	Capital Improvement Fund
\$0.00	318	Home Fund
\$2,418.75	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$435.46	335	Facilities Capital Improvement Fund
\$13,055.79	340	Parks Capital Improvement Fund
\$95,080.88	401	Water
\$23,148.15	402	Sewer
\$1,914.81	403	Solid Waste
\$75,891.61	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$45.00	461	Water Cip Fund
\$15,460.22	462	Sewer Cip Fund
\$0.00	463	Solid Waste/advertising
\$601.93	464	Storm/Surface Water Capital Improvement Fund
\$116,027.71	501	Equipment Rental
\$0.00	502	C. R. Equipment Rental
\$0.00	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$654.26	505	Workers Compensation
\$0.00	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$15,723.00	630	County/State Custodial
\$0.00	631	Public Facilities
\$0.00	682	Law Enforcement Record Mgntsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$17,408.00	720	Schools

\$1,052,968.93 GRAND TOTAL FOR WEEK

Reconciliation of Superion All Checks Register to Expenditure Summary
Data From Central Square All Checks Register

Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	PR checks dated 7/25/22		294,885.42
Payroll A/P (vendors) Checks	3749025		300.00 void & reissue same
		Subtotal	294,885.42
Voided Checks			(443.00)
EFT			312,376.70
A/P Checks			446,149.81
Grand Total			1,052,968.93
Proof			0.00

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 7/24/2022 7/30/2022

For A/P ACH Payments and A/P Checks Numbered 3749231 3749398

For Other Electronic Payments Dated _____ Through _____

Inclusive in the Amount Totaling

8/4/2022 Date

[Signature] Finance Director

Total Approved for Payment

	Fund	
\$1,340,850.77	001	General Fund
\$0.00	002	Shop Facilities
\$177.39	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$7,190.78	006	Development Fee Revenue
\$3,572.66	007	Parking Fund
\$905.60	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$31,530.42	025	Washington Center
\$0.00	026	Municipal Arts Fund
\$0.00	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$58,878.18	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$0.00	135	Parking Business Imp Area
\$0.00	136	Farmers Mkt Repair/rep/c
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	Oly Metro Park District
\$35,219.89	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$245,720.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc. Governmental Debt Fund
\$197,090.88	317	Capital Improvement Fund
\$43,393.51	318	Home Fund
\$500.00	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$9,260.47	335	Facilities Capital Improvement Fund
\$4,342.78	340	Parks Capital Improvement Fund
\$89,043.78	401	Water
\$37,419.85	402	Sewer
\$66,336.40	403	Solid Waste
\$15,044.86	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$32,064.30	461	Water Cip Fund
\$0.00	462	Sewer Cip Fund
\$9,780.42	463	Solid Waste/advertising
\$0.00	464	Storm/Surface Water Capital Improvement Fund
\$62,290.08	501	Equipment Rental
\$238,617.56	502	C. R. Equipment Rental
\$250.00	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$21,875.00	505	Workers Compensation
\$1,051.09	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$22,201.44	630	County/State Custodial
\$0.00	631	Public Facilities
\$239,312.04	682	Law Enforcement Record Mngntsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$0.00	720	Schools

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Central Square All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	PR checks dated 7/25/22		(294,585.42)
Payroll A/P (vendors) Checks	22208	22216	1,268,940.77
Payroll A/P (vendors) Checks	22223	22227	29,311.46
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
		Subtotal	1,003,666.81
Voided Checks			(15,648.00)
EFT			1,025,837.31
A/P Checks			800,064.03
Grand Total			2,813,920.15

Proof 0.00

\$2,813,920.15 GRAND TOTAL FOR WEEK

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 7/31/2022 8/6/2022
 For A/P ACH Payments and A/P Checks Numbered 3749399 3749612
 For Other Electronic Payments Dated _____ Through _____

Inclusive in the Amount Totaling

8/17/2022 Date [Signature] Finance Director [Signature]

Total Approved for Payment		
	Fund	
\$1,794,852.22	001	General Fund
\$0.00	002	Shop Facilities
\$9,061.41	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$3,305.06	006	Development Fee Revenue
\$6,081.88	007	Parking Fund
\$11,709.50	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$0.00	025	Washington Center
\$911.43	026	Municipal Arts Fund
\$2,813.22	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$0.00	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$1,000.00	135	Parking Business Imp Area
\$0.00	136	Farmers Mrkt Repair/replc
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	Oly Metro Park District
\$20,971.35	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc. Governmental Debt Fund
\$1,859.80	317	Capital Improvement Fund
\$84,243.29	318	Home Fund
\$142,800.35	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$0.00	335	Facilities Capital Improvement Fund
\$10,253.35	340	Parks Capital Improvement Fund
\$31,774.30	401	Water
\$13,891.62	402	Sewer
\$6,145.86	403	Solid Waste
\$20,731.91	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$9,019.81	461	Water Cip Fund
\$73,039.81	462	Sewer Cip Fund
\$0.00	463	Solid Waste/advertising
\$0.00	464	Storm/Surface Water Capital Improvement Fund
\$9,052.01	501	Equipment Rental
\$0.00	502	C. R. Equipment Rental
\$12,614.26	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$46,254.62	505	Workers Compensation
\$0.00	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$18.00	630	County/State Custodial
\$0.00	631	Public Facilities
\$0.00	682	Law Enforcement Record Mgntsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$0.00	720	Schools

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Central Square All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	22229	22234	1,112,081.66
Payroll A/P (vendors) Checks	PR checks dated 8/10/22		273,986.15
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
		Subtotal	1,386,067.81
Voided Checks			(512.14)
EFT			482,290.88
A/P Checks			444,558.51
Grand Total			2,312,405.06

Proof 0.00

\$2,312,405.06 GRAND TOTAL FOR WEEK

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 8/7/2022 8/13/2022
 For A/P ACH Payments and A/P Checks Numbered 3749613 3749822
 For Other Electronic Payments Dated _____ Through _____

Inclusive in the Amount Totaling
8/17/2022 Date
 _____ Finance Director A. B. Miller AH

Total Approved for Payment

Fund	Description
\$427,933.73	001 General Fund
\$0.00	002 Shop Facilities
\$14,834.16	003 Revolving Account Fund
\$0.00	004 Urban Arterial Fund
\$0.00	006 Development Fee Revenue
\$4,404.66	007 Parking Fund
\$13,109.40	014 LEOFF 1 OPEB Trust Fund
\$0.00	021 Washington Center Endow
\$0.00	025 Washington Center
\$0.00	026 Municipal Arts Fund
\$0.00	107 Hud
\$0.00	108 Hud
\$0.00	127 Impact Fees
\$0.00	130 Sepa Mitigation Fund
\$13,657.03	132 Lodging Tax Fund
\$0.00	133 Arts And Conference Fund
\$0.00	134 Parks And Rec Sidewalk Ut Tax
\$0.00	135 Parking Business Imp Area
\$0.00	136 Farmers Mrkt Repair/replic
\$0.00	137 Children's Hands On Museum
\$0.00	138 Trans Benefit District
\$0.00	139 Grants Control Fund
\$0.00	140 Reet
\$0.00	141 Oly Metro Park District
\$66,106.67	142 Home Fund
\$0.00	208 Lid Obligation Control
\$0.00	216 4th/5th Ave Pw Trst
\$0.00	220 Non-Voted General Obligation Debt Fund
\$0.00	223 Ltgo Bond Fund '06-parks
\$0.00	240 Voted General Obligation Debt Fund
\$0.00	250 Misc. Governmental Debt Fund
\$5,477.80	317 Capital Improvement Fund
\$0.00	318 Home Fund
\$0.00	320 Transportation Capital Improvement Fund
\$0.00	322 4/5th Ave Corridor/bridge
\$0.00	323 CIP Constr Fund - Parks
\$0.00	324 Fire Station 4 Construct
\$0.00	326 Transportation Const
\$0.00	329 Go Bond Project Fund
\$0.00	331 Fire Equipment Replacement Fund
\$8,198.13	335 Facilities Capital Improvement Fund
\$3,352.52	340 Parks Capital Improvement Fund
\$22,399.90	401 Water
\$18,313.39	402 Sewer
\$62,988.16	403 Solid Waste
\$5,345.69	404 Storm And Surface Water
\$0.00	407 Storm And Surface Water Mitig
\$0.00	411 Water Debt Service
\$0.00	412 Sewer Debt Service
\$0.00	414 Storm/Surface Water Debt
\$0.00	427 W/s Rev Bond Redemption
\$0.00	434 Storm/Surface Water CIP
\$0.00	461 Water Cip Fund
\$11,769.58	462 Sewer Cip Fund
\$0.00	463 Solid Waste/advertising
\$0.00	464 Storm/Surface Water Capital Improvement Fund
\$15,480.91	501 Equipment Rental
\$0.00	502 C. R. Equipment Rental
\$0.00	503 Unemployment Compensation
\$131.25	504 Ins Trust Fund
\$725.00	505 Workers Compensation
\$0.00	604 Firemen's Pension Fund
\$0.00	605 Customers Water Reserve
\$0.00	621 Washington Center Endow
\$0.00	630 County/State Custodial
\$0.00	631 Public Facilities
\$0.00	682 Law Enforcement Record Mngtsys
\$0.00	701 Parks-neighborhood
\$0.00	702 Parks-community
\$0.00	703 Parks-open Space
\$0.00	707 Parks-special Use
\$0.00	711 Transportation
\$0.00	720 Schools

\$694,227.98 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Central Square All Checks Register

Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	PR checks dated 8/10/22		(273,986.15)
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Subtotal			(273,986.15)
Voided Checks			0.00
EFT			539,710.82
A/P Checks			428,503.31
Grand Total			694,227.98

Proof 0.00

City of Olympia
Expenditure Summary

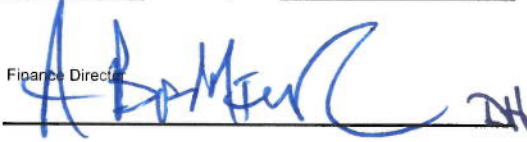
"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a 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 8/14/2022 8/20/2022
 For A/P ACH Payments and A/P Checks Numbered 3749823 3750079
 For Other Electronic Payments Dated _____ Through _____

Inclusive in the Amount Totaling

Date 8/30/2022

Finance Director



Total Approved for Payment		
	Fund	
\$483,079.25	001	General Fund
\$0.00	002	Shop Facilities
\$0.00	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$594,272.94	006	Development Fee Revenue
\$18,854.24	007	Parking Fund
\$29,321.64	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$31,530.42	025	Washington Center
\$3,575.19	026	Municipal Arts Fund
\$42.34	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$0.00	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$0.00	135	Parking Business Imp Area
\$0.00	136	Farmers Mkt Repair/replc
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	Oly Metro Park District
\$7,740.47	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc. Governmental Debt Fund
\$13,050.93	317	Capital Improvement Fund
\$37,531.80	318	Home Fund
\$13,515.14	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$6,458.65	335	Facilities Capital Improvement Fund
\$19,845.42	340	Parks Capital Improvement Fund
\$25,092.62	401	Water
\$1,157,314.53	402	Sewer
\$392,395.25	403	Solid Waste
\$29,672.57	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$3,465.66	461	Water Cip Fund
\$835.38	462	Sewer Cip Fund
\$0.00	463	Solid Waste/advertising
\$333.10	464	Storm/Surface Water Capital Improvement Fund
-\$87.30	501	Equipment Rental
\$0.00	502	C. R. Equipment Rental
\$0.00	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$71.06	505	Workers Compensation
\$0.00	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$0.00	630	County/State Custodial
\$0.00	631	Public Facilities
\$0.00	682	Law Enforcement Record Mngntsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$0.00	720	Schools

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Central Square All Checks Register

Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	PR checks dated 8/25/22		306,246.22
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			

Subtotal 306,246.22

Voided Checks (2,535.43)

EFT 502,707.58

A/P Checks 2,061,492.93

Grand Total 2,867,911.30

Proof 0.00

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 8/21/2022 8/27/2022
 For A/P ACH Payments and A/P Checks Numbered 3750080 3750273
 For Other Electronic Payments Dated _____ Through _____

Inclusive in the Amount Totaling

9/6/2022 Date

[Signature]
Finance Director

Total Approved for Payment

	Fund	
\$1,387,133.11	001	General Fund
\$0.00	002	Shop Facilities
\$23,734.20	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$132.08	006	Development Fee Revenue
\$0.00	007	Parking Fund
\$0.00	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$151.87	025	Washington Center
\$0.00	026	Municipal Arts Fund
\$41,850.00	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$11,710.95	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$0.00	135	Parking Business Imp Area
\$0.00	136	Farmers Mkt Repair/repic
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	Oly Metro Park District
\$12,067.26	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc. Governmental Debt Fund
\$203,644.86	317	Capital Improvement Fund
\$7,658.00	318	Home Fund
\$0.00	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$9,050.00	335	Facilities Capital Improvement Fund
\$5,452.20	340	Parks Capital Improvement Fund
\$22,764.16	401	Water
\$2,322.83	402	Sewer
\$1,638.02	403	Solid Waste
\$28,048.09	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$0.00	461	Water Cip Fund
\$162,224.15	462	Sewer Cip Fund
\$87,168.20	463	Solid Waste/advertising
\$0.00	464	Storm/Surface Water Capital Improvement Fund
\$15,653.31	501	Equipment Rental
\$0.00	502	C. R. Equipment Rental
\$0.00	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$20,280.91	505	Workers Compensation
\$1,051.09	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$2,935.29	630	County/State Custodial
\$0.00	631	Public Facilities
\$0.00	682	Law Enforcement Record Mgntsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$0.00	720	Schools

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Central Square All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	22235		2,092.29
Payroll A/P (vendors) Checks	22236		843.00
Payroll A/P (vendors) Checks	22237		801.23
Payroll A/P (vendors) Checks	22238		3,528.31
Payroll A/P (vendors) Checks	22239		428,790.15
Payroll A/P (vendors) Checks	22240		609,305.17
Payroll A/P (vendors) Checks	22244		16,095.95
Payroll A/P (vendors) Checks	22245		13,413.40
Payroll A/P (vendors) Checks	22246		5,142.41
Payroll A/P (vendors) Checks	22247		20,173.66
Payroll A/P (vendors) Checks		PR checks dated 8/25/22	(306,246.22)
Payroll A/P (vendors) Checks			
		<i>Subtotal</i>	793,939.35
Voided Checks			0.00
EFT			604,249.37
A/P Checks			648,481.86
Grand Total			2,046,670.58

Proof 0.00

\$2,046,670.58 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 7/15/2022

NET PAY: (SEMI MONTHLY)		\$	1,888,010.32
FIRE PENSION PAY: (MONTHLY)			
MANUAL:		\$	1,778.14
TOTAL NET PAY:		\$	1,889,788.46
Semi-monthly Payroll			
Check Numbers:	<u>93730</u>	to	<u>93754</u>
		\$	21,606.23
Semi-monthly Payroll			
Direct Deposit:		\$	1,866,404.09
Manual Payroll Check			
Numbers:	<u>93725</u>	to	<u>93725</u>
		\$	1,778.14
Manual Payroll Check			
Numbers:	<u> </u>	to	<u> </u>
Monthly Fire Pension			
Check Numbers:	<u> </u>	to	<u> </u>
Monthly Fire Pension			
Direct Deposit:			
TOTAL NET PAY:		\$	1,889,788.46


Prepared by: _____

8/19/2020
Date


Reviewed by: _____

9/7/2020
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: 7/15/2022 have been examined and are approved as recommended for payment.


Approved by/Finance Director

9/7/2020
Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 7/31/2022

NET PAY: (SEMI MONTHLY)	\$	1,934,606.78
FIRE PENSION PAY: (MONTHLY)	\$	29,215.48
MANUAL:	\$	1,636.67
TOTAL NET PAY:	\$	1,965,458.93
Semi-monthly Payroll Check Numbers: <u>93757</u> to <u>93769</u>	\$	12,400.03
Semi-monthly Payroll Direct Deposit:	\$	1,922,206.75
Manual Payroll Check Numbers: <u>93755</u> to <u>93755</u>	\$	1,636.67
Manual Payroll Check Numbers: <u>93771</u> to <u>93772</u>	\$	1,977.34
Monthly Fire Pension Check Numbers: <u>93726</u> to <u>93729</u>	\$	7,860.79
Monthly Fire Pension Direct Deposit:	\$	21,354.69
Voided DD bank account not located: Molly Simmons and Oscar Hernandez	\$	(1,977.34)
TOTAL NET PAY:	\$	1,965,458.93


Prepared by:

9/8/2022
Date


Reviewed by:

9/8/2022
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: **7/31/2022** have been examined and are approved as recommended for payment.


Approved by/Finance Director

9/8/2022
Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 8/15/2022

NET PAY: (SEMI MONTHLY) \$ 1,847,432.40

FIRE PENSION PAY: (MONTHLY)

MANUAL: \$ 576.41

TOTAL NET PAY: \$ 1,848,008.81

Semi-monthly Payroll
Check Numbers: 93778 to 93805 \$ 34,577.66

Semi-monthly Payroll
Direct Deposit: \$ 1,812,854.74

Manual Payroll Check
Numbers: 93756 to 93756 \$ 137.09

Manual Payroll Check
Numbers: 93770 to 93770 \$ 203.63

Manual Payroll Check
Numbers: 93777 to 93777 \$ 235.69

Monthly Fire Pension
Check Numbers: _____ to _____

Monthly Fire Pension
Direct Deposit:

TOTAL NET PAY: \$ 1,848,008.81


Prepared by:

9/8/2022
Date


Reviewed by:

9/8/2022
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: **8/15/2022** have been examined and are approved as recommended for payment.


Approved by/Finance Director

9/8/2022
Date



City Council

Approval of a Resolution Authorizing a Lease Agreement between the City of Olympia and the Olympia School District for Office and Classroom Space at the Armory During Renovations to Avanti High School

Agenda Date: 9/13/2022
Agenda Item Number: 4.C
File Number:22-0818

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

Title

Approval of a Resolution Authorizing a Lease Agreement between the City of Olympia and the Olympia School District for Office and Classroom Space at the Armory During Renovations to Avanti High School

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a lease agreement between the City of Olympia and the Olympia School District for office and classroom space at the Armory during renovations to Avanti High School.

Report

Issue:

Whether to approve a Resolution authorizing a lease agreement between the City of Olympia and the Olympia School District for office and classroom space at the Armory during renovations to Avanti High School.

Staff Contact:

Stephanie Johnson, Arts Program Manager, Parks, Arts and Recreation, 360.709.2678

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

On March 19, the City of Olympia celebrated the transfer of the Armory to the City the purposes of a Creative Campus. The City is currently in the conceptual planning stage and does not expect any renovations to be made to the building until 2024/2025.

The Olympia School District (OSD) has begun renovations on Avanti High School, just across the street from the Armory, that are projected to last through the 2022-2023 school year. OSD has requested use of three rooms in the Armory to house two counseling offices and one Spanish language classroom during the time the Avanti High School building is under renovation.

The City of Olympia has a long-standing partnership with the Olympia School District, and believes this 10-month lease to be a good public use of an otherwise vacant space during the planning phases for Armory's renovation.

Neighborhood/Community Interests (if known):

There are no known community concerns.

Options:

1. Approve a Resolution authorizing a lease agreement between the City of Olympia and the Olympia School District for office and classroom space at the Armory during renovations to Avanti High School.
2. Do not approve Resolution. This decision will not allow for OSD use of those spaces, which they will have to find elsewhere.
3. Make an alternate decision.

Financial Impact:

This lease is considered a community benefit and as such a monthly rental fee is not required. Costs to the City are minimal as no extra services are provided that are not already part of the building's systems.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND OLYMPIA SCHOOL DISTRICT FOR LEASE OF OFFICE AND CLASSROOM SPACE AT 111 BETHEL STREET NE

WHEREAS On March 19, the City of Olympia celebrated the transfer of the Armory to the City of Olympia for the purposes of a Creative Campus. The City is currently in the conceptual planning stage and does not expect any renovations to be made to the building until 2024-2025; and

WHEREAS The Olympia School District (OSD) has begun renovations on Avanti High School, just across the street from the Armory, that are projected to last through the 2022-2023 school year. OSD has requested use of three rooms in the Armory to house two counseling offices and one Spanish language classroom during the time the Avanti High School building is under renovation; and

WHEREAS The City of Olympia has a long-standing partnership with the Olympia School District, and believes this 10-month lease to be a good public use of an otherwise vacant space during the planning phases for Armory’s renovation;

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

1. The Olympia City Council hereby approves the form of the Office and Classroom Space Lease between the City of Olympia and the Olympia School District for lease of Rooms 217, 218, and 219 at 111 Bethel Street NE, and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Lease Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener’s errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

OFFICE AND CLASSROOM SPACE LEASE AT THE ARMORY

THIS LEASE is between the City of Olympia, Lessor, ("the City") and the Olympia School District, Lessee, ("the District") on the following terms and conditions:

1. LEASE SUMMARY.

LESSEE.

Name:	Olympia School District
Address:	111 Bethel Street NE
City, State, Zip Code:	Olympia, WA 98506

LEASED PREMISES.

Thurston County parcel number 78204900000 , located at 515 Eastside St. SE, Olympia, WA 98506, Rooms 217 and 218 for office space, and Room 219 for Spanish class and as depicted on **Exhibit "A"**, attached.

TERM.

Ten-month term.

USE OF PREMISES.

Lessee may use the Premises for counseling services meeting space and Spanish classes for the staff and students of Avanti High School, during the 2022-2023 school year. The leased premises are on the second floor of the building, but if there is a need for an ADA accessible meeting space, Armory staff will provide space as needed on the main floor.

THE PARTIES HEREBY AGREE AS FOLLOWS:

- 2. LEASED PREMISES.** The City hereby leases to the District, and the District hereby leases from the City, the Premises described in paragraph 1 above, located in Thurston County ("the Premises").
- 3. TERM.** This Lease is for a ten-month term, effective upon the date of the last authorizing signature on this Lease.
- 4. CONSIDERATION.** It is the intent of the parties that the use of the Premises is a community benefit and as such a monthly rental fee is not required.
- 5. ACCEPTANCE OF PREMISES.** The District has examined the Premises and accepts them in their present condition, including lack of sprinkler system and audible fire alarm. There are no warranties expressed or implied as to condition apparent or unknown except as otherwise stated in this Lease.

6. USE OF PREMISES. The District may use the Premises only for the sole purpose of housing the counseling staff and Spanish classes of Avanti High School, while their building is rehabilitated during the 2022-2023 school year. The counseling staff will use Rooms 217 and 218 for offices and as a location for meeting with students, and Room 219 to be used for Spanish classes. The District further covenants and agrees as follows:

6.1 Public Wi-Fi is available to guests the Armory. If Internet is needed, the District will provide their own.

6.2 The City will provide four keys to the District that provide access to the building and the wing which houses rooms 217, 218 and 219. Replacement keys will be provided at the cost of \$5 each. The District will return keys at the conclusion of the lease.

6.3 The City will not provide cleaning services of rooms 217,218 and 219. District staff may deposit trash in Armory curbside bins for removal.

6.4 The District may not use the Premises for any other purpose without the written consent of the City; the Premises may be used only for lawful purposes; the Premises must be used in accordance with all applicable building rules and regulations, fire, and zoning codes. The District may use the entire Premises for the conduct of said purpose during the entire term of this Lease.

7. UTILITIES AND SERVICES. All utility services to the Premises, with the exception of any additional Internet service required by the District, shall be provided by the City.

8. INDEMNIFICATION/LIABILITY INSURANCE. The City, its employees and agents are not liable for any injury (including death) to any persons or for damage to any property, caused, sustained, or alleged to have been sustained by the City or by others as a result of the District's use or occupancy of the Premises, so long as such claim does not result from action or inaction of the City, its employees or agents. The District shall indemnify, defend, and hold the City harmless from all liability or expense in connection with any such items of actual or alleged injury or damage caused by the District. Likewise, the City shall indemnify, defend, and hold the District harmless from all liability or expense arising out of any action or inaction by the City, its employees, or agents.

The District shall, at its own expense, maintain proper liability insurance with the policy limits sufficient to indemnify the City against such liability or expense. The District's self-insurance program through the Schools Insurance Association of Washington constitutes satisfaction of this provision.

9. WAIVER OF SUBROGATION. The District and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended

coverage endorsements thereto, provided, that this paragraph is inapplicable to the extent it would have the effect of invalidating any insurance coverage of the District or the City.

10. MAINTENANCE AND REPAIR. The District shall, at its own expense, keep the Premises in a neat, clean, safe, and sanitary condition and maintain and keep all of the Premises maintained equal in quality to of other owners of similar class properties and conditions in the Thurston County, Washington area, reasonable wear and tear excepted The District shall replace any and all improvements which become worn out, obsolescent, deteriorated, unsafe, or unusable and shall replace such improvements with new fixtures and improvements of at least as good a quality as originally installed at the commencement of this Lease. The District shall keep the Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the Premises by the District. At the City's request, the District shall furnish the City with written proof of payment of any item which would or might constitute the basis for such a lien on the Premises if not paid.

11. ALTERATIONS AND IMPROVEMENTS. The District may not make any major structural alterations or improvements to or upon the Premises without first obtaining written approval of the City. Additions or modifications consistent with the approved site plan depicted in **Exhibit "A"** are not a major change. The City shall promptly respond to the District's requests for approval, and such approval may not be unreasonably withheld. Upon installation, the District shall furnish the City with a copy of the "as-built" drawings detailing the nature of the additions, alterations, or improvements.

12. DISPOSITION OF IMPROVEMENTS. Within 60 days after the expiration or earlier termination of this Lease, the District shall at the District's expense, promptly and diligently remove, demolish, or clear off from the leased Premises all or any designated portion of the improvements and other property owned by the District.

13. INSPECTION. The City reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided that the City may not interfere unduly with the District's operations.

14. DEFAULTS. Time is of the essence of this Lease, and in the event of the failure of the District to pay the rental or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein, the City may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, provided, however, that the City shall give the District 15 days' notice in writing if the default is for the nonpayment of rent, or 30 days' notice in writing stating the nature of the default in order to permit such default to be remedied by the District within the appropriate time periods. If upon such reentry there remains any personal property of the District or any other person's upon the Premises, the City may, but is not obligated to, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and the District shall reimburse the City for any expense incurred by the District in connection with such removal and storage.

15. HOLDING OVER. If, with the consent of the City, the District holds over after the expiration or sooner termination of this Lease, the resulting tenancy is, unless otherwise mutually agreed, a month-to-month basis.

16. ASSIGNMENT OR SUBLEASE. The District may not assign or transfer this Lease or any interest created in this lease, nor sublet the whole or any part of the Premises, nor is this Lease or any interest created in this lease assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the advance written consent of the City.

17. TERMINATION BY THE DISTRICT. If during the term of this Lease the District terminates or abandons its use of the Premises, the City may terminate this Lease upon giving the District one month notice. If the City terminates the Lease pursuant to this provision, the District shall remove the improvements constructed thereon at its own expense.

18. SEVERABILITY. If any term or provision of this Lease or the application thereof to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable is not affected thereby and continues in full force and effect.

19. CONTRACT MANAGERS. All formal communications about this Lease must be coordinated directly between the District and the City's Contract Manager unless otherwise approved in writing by the City. The contract managers are:

Olympia School District:

Jennifer Priddy
Assistant Superintendent, Finance and Capital Planning
Olympia School District
Capital Planning & Construction
111 Bethel Street NE
Olympia, WA 98506
jpriddy@osd.wednet.edu

City of Olympia:

Stephanie Johnson
Arts Program Manager
City of Olympia
PO Box 1967
Olympia, WA 98507-1967
sjohnson@ci.olympia.wa.us

20. NOTICES. All default and other substantial notices required under the provisions of this Lease may be personally delivered or mailed. If mailed, they must be sent by registered mail to the following addresses:

To the District:
Olympia School District
Capital Planning & Construction
111 Bethel Street NE
Olympia, WA 98506

To the City:
City of Olympia
PO Box 1967
Olympia, WA 98507

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail must be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office is conclusive evidence of the date of mailing.

21. QUESTIONS. All questions regarding the use of the Premises by the District must be made to:

Jennifer Priddy
Assistant Superintendent
Finance and Capital Planning
Olympia School District
Capital Planning & Construction
111 Bethel Street NE
Olympia, WA 98506

22. BINDER. This Lease is binding upon the parties hereto, their successors in interest, and assigns, including all subtenants or licensees.

*****SIGNATURES APPEAR ON THE FOLLOWING PAGES*****

LESSOR:
CITY OF OLYMPIA

Steven J. Burney, City Manager

Date _____

APPROVED AS TO FORM:

Michael M. Young

Deputy City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the _____ day of _____ 2022,
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared Steven J. Burney, to me known to be the City Manager of the City of
Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged
the said instrument to be the free and voluntary act and deed of said municipal corporation for
the uses and purposes therein mentioned and on oath states that he is authorized to execute
the said instrument.

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

Signature
Name (typed or printed): _____
NOTARY PUBLIC in and for the State of _____
Residing at _____
My appointment expires: _____

LESSEE:

OLYMPIA SCHOOL DISTRICT

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Lease Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Jennifer Priddy, Assistant Superintendent
Finance and Capital Planning

Date _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

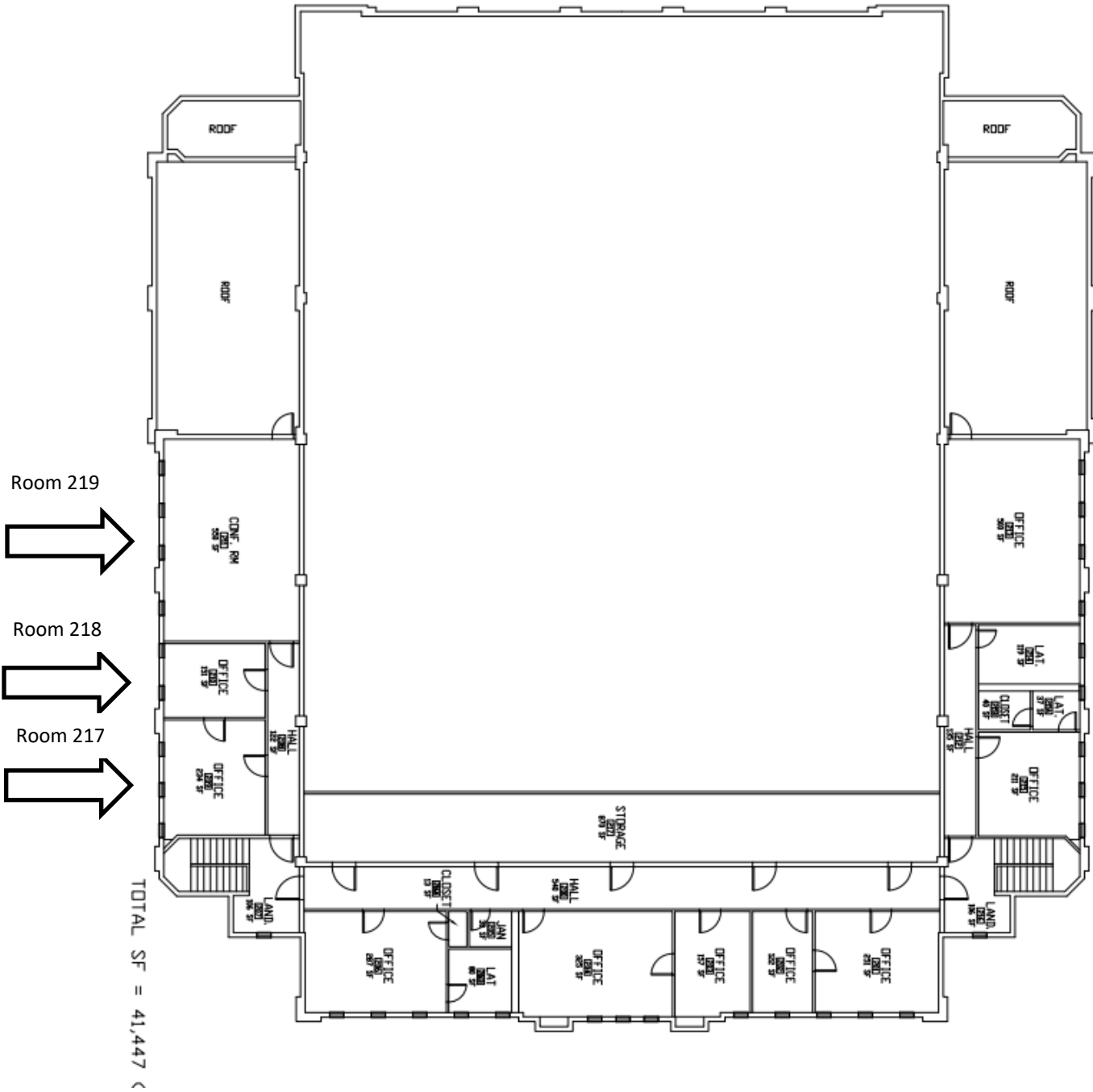
On the _____ day of _____ 2022,
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared Jennifer Priddy, to me known to be the Assistant Superintendent, Finance
and Capital Planning of the Olympia School District, a municipal corporation, who executed the
foregoing instrument and acknowledged the said instrument to be the free and voluntary act
and deed of said municipal corporation for the uses and purposes therein mentioned and on
oath states that he is authorized to execute the said instrument.

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

Signature
Name (typed or printed): _____
NOTARY PUBLIC in and for the State of _____
Residing at _____
My appointment expires: _____

EXHIBIT "A"

FLOOR PLAN – SECOND FLOOR





City Council

Approval of a Resolution Authorizing a Program Participation Agreement Between the City of Olympia and the Snohomish County Regional Training Consortium for the Firefighter Recruit Training Academy

Agenda Date: 9/13/2022
Agenda Item Number: 4.D
File Number:22-0825

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

Title

Approval of a Resolution Authorizing a Program Participation Agreement Between the City of Olympia and the Snohomish County Regional Training Consortium for the Firefighter Recruit Training Academy

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing a Program Participation Agreement between the City of Olympia and the Snohomish County Regional Training Consortium for the purpose of sending a new Firefighter recruits to the Firefighter Recruit Training Academy.

Report

Issue:

Whether to approve a resolution authorizing a Program Participation Agreement between the City of Olympia and the Snohomish County Regional Training Consortium for the purpose of sending a new Firefighter recruits to the Firefighter Recruit Training Academy.

Staff Contact:

Todd Carson, Interim Fire Chief, 360.753.8460
Toby Levens, Administrative Supervisor, 360/753.8431

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The Snohomish County Regional Training Consortium (SCRTC) provides regular and specialty fire training, as well as training for the development of new Firefighter Recruits through its Firefighter

Recruit Training Academy. The Olympia Fire Department (OFD) wishes the City of Olympia to enter into a Participation Agreement with the SCRTC to enroll one new Firefighter Recruit into their Firefighter Recruit Training Academy.

OFD had previously scheduled participation at Bates Technical College's Firefighter Recruit Training Academy, but it canceled due to low enrollment.

Neighborhood/Community Interests (if known):

There are no known community interests related to this item.

Options:

1. Move to approve a resolution authorizing a Program Participation Agreement between the City of Olympia and the Snohomish County Regional Training Consortium for the purpose of sending a new Firefighter recruits to the Firefighter Recruit Training Academy.
2. Do not Move to approve a resolution authorizing a Program Participation Agreement between the City of Olympia and the Snohomish County Regional Training Consortium for the purpose of sending a new Firefighter recruits to the Firefighter Recruit Training Academy.
3. Take other action.

Financial Impact:

The City of Olympia Fire Department will pay a \$10,000 fee, plus 20% for materials used, to the Snohomish County Regional Training Consortium for sending a Firefighter Recruit to their Firefighter Recruit Training Academy.

Attachments:

Resolution

Participation Agreement

Interlocal Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A PROGRAM PARTICIPATION AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND SNOHOMISH COUNTY REGIONAL TRAINING CONSORTIUM**

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

WHEREAS, The City of Olympia, through the Olympia Fire Department, is committed to supporting the training and development of new Firefighter Recruits; and

WHEREAS, The Snohomish County Regional Training Consortium provides regular and specialty fire training and educational programs to other Agencies established as a Program Participation Agency; and

WHEREAS, The City of Olympia and Snohomish County Regional Training Consortium wish to enter into such a Program Participation Agreement, for the purpose of Firefighter Recruit Training Academy.

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

1. The Olympia City Council hereby approves the form of Program Participation Agreement between the City of Olympia and Snohomish County Regional Training Consortium and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Agreement, and any other documents necessary to fulfill the terms of said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

CITY MANAGER

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PROGRAM PARTICIPATION AGREEMENT

CITY OF OLYMPIA

This Program Participation Agreement is entered into by the City of Olympia, (“Program Participation Agency”) and Snohomish County Regional Training Consortium (the “Training Consortium”).

I. RECITALS

WHEREAS, Snohomish Regional Fire and Rescue, South Snohomish County Fire & Rescue Regional Fire Authority, the City of Everett, and the City of Marysville entered into an Interlocal Agreement to establish the Training Consortium to provide regular and specialty training and educational programs to the member Agencies, and those other Agencies as the Administrative Board may approve, through a collaboration of personnel, equipment, property, and funds, collectively “Resources”, as determined through an adopted funding formula, at a level determined by and for each Agency.

WHEREAS, pursuant to Paragraph 13.2 of the Interlocal Agreement, the Consortium authorized this Program Participation Agreement with Program Participation Agency for specific and limited programs provided by or through the Training Consortium.

WHEREAS, Program Participation Agency desires to become a Program Participation Agency under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

II. TERMS

Section 1: Authority and Prior Agreements.

The parties to this Program Participation Agreement, exercising the powers granted to them by statute or by official organizational authority, enter into this Program Participation Agreement for the purposes identified in Section 2.

Section 2: Purpose.

The purpose of this Program Participation Agreement is to establish Program Participation Agency as a Program Participation Agency under the Interlocal Agreement for the following program(s) (the “Program”):

Snohomish County Training Consortium Training Academy

Section 3: Duration of Agreement.

This Program Participation Agreement shall commence on **September 12, 2022** (“Effective Date”) and shall terminate automatically (i) at the end of the Program, (ii) upon termination of the Interlocal Agreement, or (iii) upon thirty (30) days’ written notice and opportunity to cure to

Program Participation Agency for default in the payment of the Fee or any part thereof, failure to meet the Insurance Requirement, or failure to comply with the Personnel Requirement, whichever occurs first.

Section 4: Fee.

Program Participation Agency shall pay those amounts as assessed by the Administrative Board (the "Fee") according to the terms and conditions set forth in the Interlocal Agreement which is expressly incorporated herein as Exhibit A.

Section 5: Insurance.

Program Participation Agency shall provide and maintain suitable commercial general liability and auto liability insurance policies (the "Insurance Requirement") according to the terms and conditions set forth in the Interlocal Agreement which is expressly incorporated herein. Program Participation Agency shall provide the Training Consortium with a Certificate of Liability Insurance or other evidence of coverage; provided, however, if Program Participation Agency is self-insured, it shall provide a letter of self-insurance in lieu of the coverage.

Section 6: Personnel.

Program Participation Agency shall cooperate with the Training Consortium and allow its assigned employees and volunteers to perform the functions (the "Personnel Requirement") according to the terms and conditions set forth in the Interlocal Agreement, which is expressly incorporated herein.

Section 7: Limited Rights.

Program Participation Agency has no interest in Joint Resources under the Interlocal Agreement, shall not hold position or participation rights within the Administrative Board, and shall have no administrative or decision-making authority.

Section 8: Indemnification.

Program Participation Agency shall defend, indemnify, and hold the Administrative Board, full participating Agencies, Associate Agencies, other Program Participation Agency, and their agents, employees, and/or officers (collectively "Indemnified Parties") harmless from, and shall process and defend, at its own expense, any and all claims, demands, suits, penalties, losses, damages, or costs of whatsoever kind or nature brought against them arising out of or caused by the indemnifying party's negligent acts and/or omissions. Nothing in this Program Participation Agreement shall be construed to require the Program Participation Agency to defend, indemnify, and hold harmless any other party against any liability to the extent it arises from or is caused by the negligence or fault of the Training Consortium, its agents, employees, and/or officers.

Program Participation Agency agrees that its obligations under this provision extend to any claim demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Program Participation Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respects to the Indemnified Parties only, and only to the extent necessary

to provide Indemnified Parties with a full and complete indemnity of claims made by the Program Participation Agency's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 9: Applicable Law.

This Program Participation Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Program Participation Agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by State law. In the event any litigation may be filed between the parties regarding this Program Participation Agreement, the parties agree that venue shall rest in the Superior Court of Snohomish County, Washington.

Section 10: Disputes.

The parties shall comply with the Dispute Resolution provisions of the Interlocal Agreement to resolve any disputes.

Section 11: No Third-Party Benefit.

It is agreed that this Program Participation Agreement does not create a partnership or joint venture relationship between the parties and does not benefit or create any rights in any third party.

Section 12: Entire Agreement.

This Program Participation Agreement, the Interlocal Agreement, and exhibits constitute the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

The Program Participation Agreement and the Interlocal Agreement shall be interpreted harmoniously to effectuate the intent of the parties. In the event of any conflicts, the agreement that provides greater protection or benefits to the Agencies shall control.

Section 13: Amendment.

This Program Participation Agreement may be amended or modified only by written instrument signed by the parties hereto.

Section 14: Savings.

Should any provision of this Program Participation Agreement be deemed invalid or inconsistent with any federal, state, or local law, ordinance or regulation, the remaining provisions shall continue in full force and effect.

Section 15: Recording.

A copy of the Agreement shall be recorded with the Snohomish County Auditor's Office or listed by subject on a public agency's web site as required by RCW 39.34.040 prior to its entry into force.

Section 16: Survivability.

All covenants, promises, and performances that are not fully performed as of the date of termination shall survive termination as binding obligations.

Section 17: No Waiver.

No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Program Participation Agreement, or to exercise any right or remedy for a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Program Participation Agreement, and each and every covenant, agreement, term, and condition of this Program Participation Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 18. Notices

All communications regarding this Program Participation Agreement shall be sent to the parties as follows:

Training Consortium: Snohomish County Regional Training Consortium
12425 Meridian Avenue
Everett, WA 98208

Program Participation Agency: City of Olympia Fire Department
Attention: Fire Chief
100 Eastside Street NE
Olympia, WA 98506

Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service and shall be deemed sufficiently given if sent to the addressee stated in this Program Participation Agreement or such other address as may be hereafter specified in writing.

Section 19. Neutral Authorship.

Each of the provisions of this Program Participation Agreement has been reviewed and negotiated and represents the combined work product of both parties. No presumption or other rules of construction, which would interpret the provisions of this Program Participation Agreement in favor of, or against, the district preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Program Participation Agreement.

Section 20: Counterparts.

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Program Participation Agreement as of the first date written below.

**SNOHOMISH COUNTY REGIONAL
TRAINING CONSORTIUM**

CITY OF OLYMPIA

Title

Date

Steven J. Burney, City Manager

Date

Approved as to Form:



Deputy City Attorney

**Snohomish County Regional Training Consortium
(Interlocal Agreement)**

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as "Agency" or "Agencies" and shall be deemed adopted upon date of signing by the respective Agencies.

1. RECITALS

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each agency is authorized by law to perform; and

WHEREAS, the participating Agencies provide or operate similar Emergency Public Safety Services through the utilization of first responders and emergency equipment within their jurisdictions, and

WHEREAS, The Agencies are currently empowered by law to provide or operate similar emergency services training and education programs to their own personnel, and

WHEREAS, The Agencies ability to provide Emergency Public Safety Services, as well as the requisite training and education programs for its personnel, is directly affected by and through the limited public funds available for such services, and

WHEREAS, The Agencies have determined that through collaborative efforts and combining resources, greater efficiencies and effectiveness can be enjoyed equally amongst all parties, proportionate to their participation level, and

WHEREAS, The Agencies have determined that Emergency Public Safety Services as provided by each agency shall be improved through greater interoperability as a result of a collaborative training and education program promoting consistent operational practices,

NOW, THEREFORE, in consideration of the covenants, conditions, performances, promises, and benefits contained herein, it is agreed between the Agencies as follows:

2. PURPOSE AND SCOPE. The purpose and scope of this Agreement is to establish a Training Consortium "Consortium" to provide regular and specialty training and educational programs to the member Agencies, and those other Agencies as the Administrative Board may approve, through a collaboration of personnel, equipment, property, and funds, collectively "Resources", as determined through an adopted funding formula, at a level determined by and for each Agency. Nothing in this agreement shall be interpreted as a conveyance of the authorities or responsibilities prescribed to each Agency through statute, regulation, or agreement. Each agency shall retain full authority and responsibility for, and jurisdiction over, all services it provides, is required to provide, or provides for, within its jurisdiction.

3. GOVERNING STRUCTURE OF TRAINING CONSORTIUM

3.1. Administrative Board. Administration of this Agreement shall be accomplished by an Administrative Board that shall be composed of one representative from each Agency, "Agency Representative", to be held by the respective Chief Executive Officer or such other individual as appointed by the legislative body of that Agency.

(a) The Administrative Board shall be responsible for:

- i. Managing and conducting the business affairs of the Consortium, to make and execute all necessary contracts, to employ any necessary services, and to adopt reasonable rules to govern the Consortium and to perform its

- functions, and generally to perform all such acts as may be necessary to carry out the objects of the creation of the Consortium.
- ii. Overseeing administration of the fiscal arrangements as set forth in this Agreement.
 - iii. Directing, guiding and overseeing the actions of the Consortium Advisory Committee.
 - iv. Communicating with the legislative bodies of the Agencies.
 - v. Designating the Lead Agency in accordance with Section 4.1.
- (b) The Administrative Board shall elect a Chair from of its members, who shall serve a two (2) year term. The Chair shall have responsibility to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings.
- (c) The Administrative Board shall meet a minimum of four (4) times per year. Agency Representatives shall be duly notified of scheduled Administrative Board meetings when they have been notified of the meeting date, time, and location no less than 30 days prior, in the method and manner as prescribed in this agreement for official notifications or in person at a previous Administrative Board meeting. (Note: this does not preclude the use of additional methods of notification.) Provided, however, in rare circumstances where time is of the essence for the Board to convene to take actions that are time sensitive and which are required in less than 30 days, a shorter notice may be provided to Agency Representatives. In such circumstances all reasonable efforts will be made to provide the maximum amount of notice feasible.
- (d) Each Agency, through its Administrative Board representative, shall have an equal vote on matters that come before the Administrative Board, except where a weighted vote is required. Decisions encumbered upon the Administrative Board shall be arrived at utilizing the following procedures:
- i. Decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives, regardless of proxy voting options utilized. A quorum shall be defined as attendance of 50% plus one (1) of the Agency representatives to the Administrative Board.
 - ii. All decisions not specifically requiring a Full Administrative Board vote or a Super Majority vote, as and where called for in this agreement, shall be rendered by a simple majority vote of the Administrative Board members in attendance.
 - iii. Proxy voting may be allowed should the Administrative Board so elect, however, the Administrative Board shall adopt and distribute to each Agency proxy voting rules at least 30 days prior to the allowance of such voting.
 - iv. Decisions requiring a Full Administrative Board vote shall require a simple majority affirmative vote of all Administrative Board Member Agency representatives.
 - v. Decisions requiring a Super Majority shall require a 60% affirmative weighted vote.

- a. A Weighted Vote shall be based upon each Agency's Resource Allocation formula, as calculated in Appendix A Funding Formula. Associate Agencies Operational FTE counts are not used for Weighted Voting calculations.
- b. Weighted Vote Percentage calculations shall be presented at the first Administrative Board meeting of each year and shall be maintained throughout the calendar year.
- c. In the event a single agency attains over 40% but not more than 51% of the Weighted Vote Percentage, the Administrative Board may, by simple majority of the Full Administrative Board, reduce the weighted Super Majority vote requirement to the remaining sum balance of Agencies percentage Weighted Vote.
- d. In the event a single agency attains over 51% of the Weighted Vote Percentage, the Administrative Board shall, at the time of annual budget adoption, take one of the following actions: (i) affirm the continuation of the Training Consortium, (ii) turn over all control of the Training Consortium to the Agency with over 50% of the Weighted Vote Percentage or, (iii) dissolve the Training Consortium.
- vi. At the discretion of the Chair, decisions subject to a simple majority vote of a quorum of Administrative Board members that result in a tie may be declared subject to a Full Administrative Board Vote.
- vii. At the discretion of the Chair, decisions subject to a Full Administrative Board Vote that result in a tie may be declared subject to a Super Majority Vote.
- viii. Any decision made by the Administrative Board may be overturned through the use of a Super Majority vote. The request to overturn a decision utilizing a Super Majority vote must be made during the meeting in which the decision was voted upon. The request to overturn must receive a supporting 'second' in order to proceed.
- (e) Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency's funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

3.2. **Consortium Advisory Committee "CAC"**. The CAC shall be composed of the Training Consortium's Training Chair and the Operations and/or Training Chief from each Agency. The CAC shall be responsible for:

- (a) Recommending a candidate or candidates to the Administrative Board for appointment as the Training Chair.
- (b) Consulting and communicating with the Training Chair on matters involving agency operations.
- (c) Establishing consistency in operational procedures between the Agencies.
- (d) Determining that all training curriculum employed by the Consortium is consistent with Agency operations.
- (e) Approval of all curriculum employed by the Consortium.

3.3. **Training Consortium Chief “Training Chair”.** The Training Chair shall be: a Chief Officer of one of the Agencies, assigned by the employing agency to the Consortium on a fulltime or as agreed to by the Administrative Board and, appointed by the Administrative Board.

(a) The Training Chair term of appointment shall be for two (2) year intervals. In the event the Training Chair position is vacated prior to the completion of the assigned term, a replacement shall be appointed to fill the position for the balance of the vacated term.

(b) The Training Chair shall be responsible for:

- i. Recommending annual goals and objectives to the Administrative Board.
- ii. Developing common operating guidelines for all Agencies.
- iii. Developing common training programs, processes, and instructional materials for all Agencies.
- iv. Developing common training calendars for all Agencies.
- v. Performing such other tasks as directed by the Administrative Board.
- vi. Developing and recommending to the Administrative Board an annual Budget for the Training Consortium.
- vii. Managing the Training Consortium on a day-to-day basis.
- viii. Recommending acceptance or denial to the Administrative Board of Agency Training Officer assignments to the Training Consortium.

3.4. **Organizational Assignments.** The Agencies understand and agree that the Administrative Board has the authority to determine, establish, and modify the command structure and organizational responsibilities of any and all personnel assigned to the Training Consortium for the duration of the employees’ assignment, irrespective of their current rank or position within their own agency.

4. **RESOURCE ALLOCATION FULFILLMENT.** The Agencies understand and agree that, as guardians of public funds, parity of resource obligation based upon participation is required, and taking into consideration as such, a funding formula shall be established and adopted by the Administrative Board annually for the operation of the training consortium.

4.1. The South County RFA, “Lead Agency”, shall be the entity that manages and administers the finances of the Training Consortium as part of the Lead Agency’s annual budget. The Lead Agency shall be determined by the Administrative Board, subject to approval of the Lead Agency’s governing body.

4.2. On or before August 1st of each year, the Administrative Board shall prepare, adopt, and publish to the Agencies, the following year’s General Budget for the Training Consortium’s operations that identifies:

- (a) Financial, equipment, property, and personnel resource need to operate the Training Consortium throughout the budget cycle.
- (b) Financial equivalencies for; equipment dedication needs, and; personnel assignments based upon rank and commit time to the Training Consortium.

- (c) Each Agency's financial responsibilities to fulfill the needs of the Training Consortium throughout the next budget cycle. Agency responsibilities shall be determined through a funding formula as defined in Appendix A of this agreement, or as modified through a Super Majority vote.
- 4.3. On or after November 1 but before December 1, the Lead Agency shall submit invoices to each Agency reflecting that Agency's monies owed or due for the following year to satisfy their calculated financial obligations.
- 4.4. Fulfillment of financial, equipment, and personnel obligations shall be made to the Training Consortium as defined herein;
- (a) Agency annual financial obligations shall be based upon the Weighted FTE Percentage applied to the total annual funds budgeted, as adopted by the Administrative Board.
 - (b) Agency annual Training Officer commitment shall be based upon the Weighted FTE Percentage applied to the total full time equivalent annual Training Officer commitment required, as recommended by the Training Chair, and as adopted by the Administrative Board.
 - (c) Agency Instructor commitment shall be reflective of and take into consideration the needs of the Training Consortium balanced against the Weighted FTE Percentage. At the discretion of and through adoption by the Administrative Board, an Instructor Balancing formula may be implemented at the time of the Annual Budget adoption. (NOTE: It is anticipated that this formula would establish a standardized hourly cost for Instructors which would be used to determine comparable Instructor obligation balanced against Instructor participation for each Agency, with financial adjustments provided to accommodate remarkable discrepancies.) Nothing herein obligates the Administrative Board to adopt, or if so adopted to continue, an Instructor Balancing formula.
 - (d) Agency equipment commitment shall be reflective of and based upon the Weighted FTE Percentage applied to the total Equipment commitment required, as recommended by the Training Chair, and as adopted by the Administrative Board.
 - (e) Training Consortium budgeted Resources must balance with Agency Obligations provided. Financial obligations may be modified through the use of a balancing formula to accommodate discrepancies in non-financial Agency Obligations, however, all budgeted Resources must be wholly fulfilled.
- 4.5. In the event an Agency provides additional Training Officers or Equipment in order to fulfill burdens created by another Agency or Agencies' inability to satisfy their assigned Training Officer or Equipment obligations, an appropriate cash value payment shall be determined and agreed to prior to commencement of the affected budget year. Such payment shall be made from the burdening Agency to the Training Consortium on or before February 1st of the affected budget year, and the Training Consortium shall reduce respectively the annual financial obligations of the burdened Agency or Agencies for the affected budget year. All such arrangements must be approved by the Administrative Board prior to adoption and implementation.
- 4.6. In the event an Agency provides additional Resources to the Training Consortium above and beyond the adopted budgeted need, such overage shall not be considered or applied to the respective funding formula.
- 4.7. The Administrative Board shall define and approve financial equivalency for equipment dedication.

- 4.8. Funding formulas shall be adopted by the Administrative Board prior to and for each event or activity requiring separate funding not provided for within the General Budget. (example: Recruit Academy, Officer Development Program)
- 4.9. An administrative fee of 0 % of Training Chair's FTE assigned costs shall be provided for within the General Budget payable to the Lead Agency to cover the administrative costs in managing the Training Consortiums' fiscal administration duties. The Lead Agency administrative fee may be altered with a Super Majority vote of the Agencies.
- 4.10. In the event the Training Consortium is co-located within an Agency facility or property, an administrative fee of 0 % of the total assigned Training Officer's costs shall be provided for within the General Budget payable to said Agency to cover supplies, utilities, office equipment, and other incidentals necessary to maintain administrative operations commonly utilized in an office environment. Said Agency agrees to supply and maintain all such supplies, utilities, office equipment, and other incidentals for the above stated administrative fee. The Facility Agency administration fee may be altered with a Super Majority vote of the Agencies. This fee shall not apply when arrangements between the Training Consortium and an Agency involve a lease, rent, or purchase of a facility from said Agency.
- 4.11. In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Agencies is necessary, the Administrative Board shall be responsible for making the recommendation/request to the appropriate Agencies.
- 4.12. All annual financial obligations invoiced to an Agency shall be paid to the Lead Agency on or before February 1st of the year for which it is due.

5. RESOURCE OWNERSHIP. This Agreement allows for the collaborative acquisition, use, and management of Resources.

- 5.1. Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than \$1,000.00 used in the performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency in accordance with their respective policies. Ownership of equipment and property shall remain with the Agency that purchases or provides the respective Resource. Agency required asset tracking and reporting remains the responsibility of the contributing Agency.
- 5.2. Jointly owned Resources, if any, shall be listed in **EXHIBIT B** to this Agreement "Joint Resources." The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:
 - (a) Joint Resources may be purchased through a separate and independent agreement between Agencies. Ownership, identification, asset tracking, maintenance, and cost allocation shall be the responsibility of the owning Agencies.
 - (b) Joint Resources acquired after the execution of this agreement, utilizing Training Consortium funds, shall be documented on **EXHIBIT B**. Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the financial and in-kind contribution of each Agency in the year of acquisition of such Resources, "Ownership Share".
 - (c) If this agreement is terminated as to all Agencies the depreciated value of the Joint Resources acquired under the terms of this agreement shall be divided in accordance with the Ownership Shares.

- (d) In the event an Agency withdraws from this Agreement, such Agency shall be entitled to receive the depreciated value of its Ownership Share in the Joint Resources. The Administrative Board has sole discretion for determining depreciated value.
- (e) Jointly owned Equipment may be incorporated or allocated into the funding model based upon the Ownership Shares of the owning Agencies, at the sole discretion of the Administrative Board.

6. PERSONNEL ASSIGNMENT. Each Agency shall cooperate with the Administrative Board and shall allow its assigned employees and volunteers, "Assigned Personnel", to perform the functions as delegated by the Training Chair exercising authority under this Agreement.

- 6.1. The Training Chair shall have the authority to determine the working location and conditions for Assigned Personnel when assigned to the Training Division.
- 6.2. Through the joint decision-making process as defined herein, the Agencies may be asked to fill positions or roles not currently staffed within any of the Agencies. Such assignments, if they do not create additional financial responsibilities or litigation impacts for an Agency, shall be controlled by the Administrative Board and shall not require further approval by any Agency.
- 6.3. Each Agency shall remain as the employer of its own Assigned Personnel and shall be responsible for establishing and paying Assigned Personnel compensation and benefits. The Administrative Board shall make recommendations and shall work with the various Agencies and bargaining units to develop uniformity in wages, benefits and working conditions.
- 6.4. It is understood by the Agencies that the services provided by Assigned Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
- 6.5. The Administrative Board shall establish the chain of command for Assigned Personnel under this Agreement. However, the responsibility for hiring, evaluating, firing and disciplining Assigned Personnel shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Assigned Personnel, but such input shall be strictly for informational purposes only, and nonbinding upon any Agency.
- 6.6. The Training Chair shall provide Assigned Personnel that are filling a shared functional position(s) with an explanation of roles, responsibilities, duties and expectations of the shared position(s).
- 6.7. To the extent this Agreement would result in any changes that affect the wages, benefits or working conditions of any represented employees, the Training Chair shall assist the governing body of the affected employing Agencies and the affected bargaining units to address such impacts prior to the implementation of the change.

7. TRAINING CHAIR. The Agency employing the Training Chair, "TCC Employer", agrees to employ and staff the Training Chair position as identified and contemplated by this Agreement, with their Training Chief or other such Chief Officer as approved by the Administrative Board. In recognition of this understanding the Agencies agree to work cooperatively in accordance with the following provisions to assist TCC Employer in maintaining its assigned Chief position.

- (a) The TCC Employer shall be the employer of the Training Chair. Accordingly, they shall be solely responsible for all matters related to the Training Chair's employment, including but not limited to; human resource management,

performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Consortium expectations, and discipline.

- (b) The TCC Employer shall be solely responsible for the salary and benefits of its Training Chair and the Training Chair shall be considered "Assigned Personnel" pursuant to Paragraph 6 of this Agreement.

8. **INSURANCE.** The Agencies shall each provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence. Each Agency shall provide the other with a Certificate of Liability Insurance or Evidence of Coverage. Any Agency that is self-insured will provide a letter of self-insurance in lieu of the coverage required in this Section.

9. **INDEMNIFICATION.** Each Agency shall be responsible for the wrongful or negligent actions of its employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.

9.1. Each Agency's governing body shall complete and execute the Declaration as provided in Exhibit C of this agreement, regarding the approval or rejection of appointment of the Training Consortium Chief "Training Chair" as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification agreements or other releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations.

9.2. To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.

9.3. Nothing herein shall be interpreted to:

- (a) Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.

- (b) Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.

- (c) Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his

or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

10. DISPUTE RESOLUTION. Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to such dispute.

10.1. If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

10.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Snohomish County Superior Court, Snohomish County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

10.3. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

11. TERM OF AGREEMENT. This agreement shall be effective on date of final signature of all parties and shall continue for a term of 5 years unless earlier terminated as provided below.

11.1. The Snohomish County Regional Training Consortium shall be evaluated by the Administrative Board prior to June 30, 2020 but not prior to March 31, 2020. If the Administrative Board determines that the Snohomish County Regional Training Consortium is not meeting the needs of the Agencies the Administrative Board may; terminate the Snohomish County Regional Training Consortium on terms reasonably established by the Administrative Board, or; recommend modifications to this Agreement to be approved by the Agencies in lieu of termination.

11.2. In the event any Agency shall desire to renegotiate any of the provisions of this agreement, such Agency shall give one-year advance written notice to the other Agencies. The written notice shall specify the provision to be negotiated, the requested change and the reasons therefore. Such requests to renegotiate shall not be considered a notice of termination.

12. TERMINATION/WITHDRAWAL. Any Agency may withdraw from this Agreement at the end of any calendar year by filing with the Administrative Board a notice of termination a minimum of two (2) years prior. Notices of Termination shall only be accepted during the month of December.

- 12.1. In the event an Agency terminates its participation under this section, but the remaining Agencies continue the Agreement, the Agency that terminated its participation shall be considered a withdrawing Agency that is not entitled to any refund of its prior contributions, but it shall be entitled to reimbursement of its depreciated share of any Joint Resources.
 - 12.2. This agreement may be terminated by consensus of a majority of the Agencies, effective the end of any calendar year, upon giving written notice thereof to the other Agencies by July 1 of the preceding year. In the event of a termination under this paragraph, any Joint Resources shall be allocated amongst the Agencies in the manner specified in Section 8.
 - 12.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, Regional Fire Protection Authority, contractual agreement, or other Washington State statutory authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.
13. **ADDITIONAL AGENCIES.** Additional Agencies may join the Snohomish County Regional Training Consortium when approved by a Full Administrative Board vote and upon approval and execution of this Interlocal Agreement.
- 13.1. The Administrative Board may authorize "Associate Agency" arrangements with municipal corporations for one (1) year trial participation in the Snohomish County Regional Training Consortium. Such Associate Agencies shall be required to agree to the indemnification, insurance and personnel provisions of this Agreement and to contribute financially in accordance with the financial terms in Paragraph 4 but shall have no interest in Joint Resources, shall not hold position or participation rights within the Administrative Board, and shall have no administrative or decision-making authority.
 - 13.2. The Administrative Board may authorize "Program Participation" arrangements with municipal corporations for participation in specific and limited programs provided by or through the Snohomish County Regional Training Consortium. Such Program Participation agencies shall be required to agree to: tendering remuneration to the Training Consortium in accordance with the funding model or fee adopted by the Administrative Board and; the indemnification, insurance and personnel provisions of this Agreement. "Program Participation" shall encompass training, seminars, educational events, or other similar activities provided by the Snohomish County Regional Training Consortium covering prescribed; course works, activities, or subject matters, etc. (EXAMPLE: Fire Recruit Training Academy). Program Participation agencies shall have no interest in Joint Resources, shall not hold position or participation rights within the Administrative Board, and shall have no administrative or decision-making authority.
14. **MISCELLANEOUS.**
- 14.1. **Notices.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service and shall be deemed sufficiently given if sent to the addressee stated in this Agreement or such other address as may be hereafter specified in writing.
 - 14.2. **Benefits.** This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

14.3. **Severability.** If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

14.4. **Amendments.** This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. Proposed Amendments must be made in writing and approved by a Super Majority vote of the Administrative Board. Such approved Amendments to this Agreement must be executed by each Agency prior to becoming effective and part of this Agreement. If an Agency's governing body does not execute an Amendment previously approved by a Super Majority vote of the Administrative Board within six (6) months from approval by the Administrative Board, then the Amendment is not adopted. Within 90 days of Amendment adoption failure, the Administrative Board may, with a Super Majority vote, adopt the Amendment as written, but such Amendment would not be binding on the Agency not executing the Amendment, however; the Administrative Board may by Super Majority vote require that Agency to submit a Notice of Termination under Section 12 above. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Training Consortium are not impaired.

15. Execution.

15.1. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREFORE, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

Snohomish Co. FRD 7

[Handwritten Signature]

Authorized Signature

3/2/20

Date

City of Everett

[Handwritten Signature]

Authorized Signature

1/31/2020

Date

APPROVED AS TO FORM:

Agency Attorney

APPROVED AS TO FORM:

Office of the City Attorney
APPROVED AS TO FORM
David C. Hall, City Attorney

Agency Attorney

ATTEST:

ATTEST:

[Handwritten Signature]

NOTICES:

NOTICES:

Marysville Fire

Matt McCall
Authorized Signature

3/18/2020
Date

APPROVED AS TO FORM:

Agency Attorney

ATTEST:

NOTICES:

South County Fire

[Signature]
Authorized Signature

2/19/2020
Date

APPROVED AS TO FORM:

[Signature]
Agency Attorney

ATTEST:

NOTICES:

16. EXHIBIT A

Funding and Resource Allocation Formula

The primary determinant of funding and resource allocation requirements shall be based upon the percentage of Agency 'Operational FTEs' (all Operational members up to and including Battalion Chiefs), of the combined total of all Agency FTE's.

Operational FTE counts shall be calculated in accordance with the following:

- Full Time Employees "FT" are calculated as 100% of Operational FTE.
- Part Time Employees "PT" are calculated as 70% of Operational FTE.
- Volunteer Employees "VE" are calculated as 70% of Operational FTE.
- Operational FTE Counts shall be as of August 1st of the year preceding the Budget Year.

The Annual Budget shall identify that portion which must be recompensed solely with monies. These identified funds cannot be reduced or eliminated through personnel or equipment allocations.

Once the financial, personnel, property, and equipment needs are identified and approved, the allocation of each shall be calculated based upon the Resource Allocation Formula.

Resource Allocation Formula:

[Agency Calculated Operational FTE / Total Calculated Operational FTE = Weighted FTE Percentage Allocation (WFP)].

Each Agency shall be responsible for their WFP portion of the Budgeted needs.

Balancing Formula

Required Monies (RM) + Assigned Personnel Adjustments (APA) + Equipment Adjustments (EA) = Funds Due or Owed

Assigned Personnel Adjustments

Training Officer Commit value adjustment for each agency shall be determined by applying the WFP to the total T.O. Required and subtracting that from the agency's actual T.O. value committed. Actual Value committed is the product between [rank costs] and [rank quantity committed]. = APA

Equipment Adjustments

Equipment Commit value adjustments for each agency shall be determined by applying the WFP to the total Equipment Commit provided and subtracting from that each Agency's actual Equipment Commit Value. = EA

Example Below

EXAMPLE:

Agency	FTE Equivalencies	WFP
Agency A	35	35%
Agency B	25	25%
Agency C	25	25%
Agency D	15	15%
TOTAL	100	100%

WFP Allocation shall be applied to each of the Budgeted categories.

Required: Monies = \$100,000; Training Officers = 5; Equipment = \$10,000

Agency	Required Monies = \$100,000	Required Personnel = 5	Equipment = \$10,000 Value
Agency A	\$35,000	1.75	\$3,500
Agency B	\$25,000	1.25	\$2,500
Agency C	\$25,000	1.25	\$2,500
Agency D	\$15,000	.75	\$1,500
TOTAL	\$100,000	5	\$10,000

"Balancing Formula" applied must provide the Required Monies; net \$100,000.

T.O.: Value – \$100,000 each, Quantity – 5

Agency	Personnel Supplied	Personnel Share	Supplied Cost	Share Cost	T.O. Adjustment
Agency A	2	1.75	\$200,000	\$175,000	\$-25,000
Agency B	1	1.25	\$100,000	\$125,000	\$25,000
Agency C	1	1.25	\$100,000	\$125,000	\$25,000
Agency D	1	.75	\$100,000	\$75,000	-\$25,000
TOTAL	5	5	\$500,000	\$500,000	0.00

(Simplified Training Officer Adjustment Formula; does not account for rank of each supplied T.O.)

Equipment Value - \$10,000 Required

Agency	Equipment Supplied	Equipment Share	Equipment Adjustment
Agency A	\$2,500	\$3,500	\$1,000
Agency B	0	\$2,500	\$2,500
Agency C	0	\$2,500	\$2,500
Agency D	\$7,500	\$1,500	-\$6,000
TOTAL	\$10,000	\$10,000	0.00

Applied Balancing

Agency	Fiscal Share	T.O. Adjustment	Equipment Adjustment	Adjustment
Agency A	\$35,000	\$-25,000	\$1,000	\$11,000
Agency B	\$25,000	\$25,000	\$2,500	\$52,500

Agency C	\$25,000	\$25,000	\$2,500	\$52,500
Agency D	\$15,000	-\$25,000	-\$6,000	-\$16,000
TOTAL	\$100,000	0.00	0.00	\$100,000

20. EXHIBIT B

Jointly Owned Resources

21. Exhibit C

Declaration of Training Consortium Chief as Limited Attorney in Fact

APPROVAL

By executing this Declaration, MARYSVILLE FIRE DIST (Agency) hereby expressly appoints the Training Consortium Chief as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers (but not including waivers for the indemnitee's gross negligence or willful conduct), indemnification agreements (but only to the extent that they are qualified by the phrase "to the extent permitted by law") or other usual and customary liability releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations. This Declaration may be revoked immediately upon submission of the Declaration below to the Lead Agency or modified at any time by the Agency named above through execution of a separate Declaration:

MARYSVILLE FIRE DISTRICT
(Agency)
FIRE CHIEF
Title
Mark McFall 3/18/2020
Signature Date

REJECTION

By executing this Declaration, _____ (Agency) hereby expressly REJECTS appointment of the Training Consortium Chief as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification agreements or other releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations. This Declaration may be modified at any time by the Agency named above through execution of a separate Declaration, as provided herein, accepting such appointment.

(Agency)

Title

Signature Date



City Council

Approval of an Ordinance Adopting a Vacant Properties Registration Program

Agenda Date: 9/13/2022
Agenda Item Number: 4.E
File Number: 22-0780

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

Title

Approval of an Ordinance Adopting a Vacant Properties Registration Program

Recommended Action

Committee Recommendation:

The Land Use & Environment Committee recommends approval of an Ordinance establishing a vacant properties registration program.

City Manager Recommendation:

Move to approve an Ordinance establishing a vacant properties registration program.

Report

Issue:

Whether to adopt a vacant properties registration program.

Staff Contact:

John Mahone, Lead Code Enforcement Officer, Community Planning & Development, 360.753.8393

Presenter(s):

Leonard Bauer, Director, Community Planning & Development

John Mahone, Lead Code Enforcement Officer, Community Planning & Development

Background and Analysis:

Background and Analysis did not change from first to second reading.

Background

The Olympia Code Enforcement program plays an important role in the health, safety and welfare of the City of Olympia. Part of code enforcement officers' responsibilities are to enforce adopted property maintenance codes (OMC 16.06). The establishment of a vacant property registration program will assist with addressing issues that sometimes arise with vacant properties. Periodically Code Enforcement staff receive inquiries from the public about registering vacant properties.

Vacant properties can be challenging when they become attractive nuisances in our community. When issues occur, locating absentee property owners and ensuring that the actual property owner/s

are held responsible for the condition of their abandoned/vacant property is a difficult and time-consuming process.

Having a vacant property registration program can assist with locating absentee property owners and ensure there is an entity or person responsible for abandoned/vacant properties.

The goal of the registration program will be to have direct contact information for a property owner or representative; having vital information available to disseminate with other departments when needed and quicker response times to address abandoned/vacant property conditions.

The Cities of Bremerton and Auburn have abandoned/vacant property registration programs and Olympia staff have incorporated some of their 'lessons learned' into the proposed ordinance.

Summary of Ordinance

The Vacant Property Registration program will provide accurate information of property ownership of abandoned and vacant properties in our community by requiring registration annually when properties are:

- vacant for 90-180 Days
- lack utilities for 90-180 Days
- are in pre-, mid- or full foreclosure status
- are bank owned (REO)
- show indicators that the structure has not been occupied (e.g., no window covers, tall weeds/grass, junk/debris on the premises, etc.)
- or a combination of any of the above.

The ordinance requires a current, local representative or contact of the owner, property manager, agent or party who has a vested interest in the property. It also includes property maintenance standards that will assist with more prompt response at these abandoned/vacant properties on property maintenance issues, illicit or nuisance activity, or any other concerns.

This program will assist the Olympia Police Department, Olympia Fire Department as well as Community Planning & Development with pertinent and relevant ownership information.

Neighborhood/Community Interests (if known):

Enforcement of civil codes and maintenance of private properties is of strong interest to the entire community.

Options:

1. Adopt the attached Ordinance establishing a vacant properties registration program.
2. Do not adopt the attached Ordinance establishing a vacant properties registration program.
3. Adopt the Ordinance with specific modifications.

Financial Impact:

A proposed registration fee will offset administrative costs for the program. Community Planning and Development's analysis of the number of properties likely to be required to register shows that the vacant property registration program, as proposed, can be administered within the existing City

budget.

Attachments:
Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ESTABLISHING A VACANT PROPERTIES REGISTRATION PROGRAM AND RESPONSIBILITIES FOR PROPERTY MAINTENANCE, AND ADDING A NEW SECTION TO OLYMPIA MUNICIPAL CODE CHAPTER 16.06 - PROPERTY MAINTENANCE CODE

WHEREAS, the Olympia City Council has adopted the International Property Maintenance Code, as amended, in Chapter 16.06 of the Olympia Municipal Code as the City's property maintenance code; and

WHEREAS, the intent of the City's property maintenance code is to ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises; and

WHEREAS, the City's property maintenance code regulates and governs the conditions and maintenance of all property, buildings, and structures, and is enforced primarily by the City's appointed Code Enforcement Officers and Building Official; and

WHEREAS, the City Council finds that vacant properties, including those that are abandoned, uninhabited, or unimproved; those that have been foreclosed or are subject to foreclosure; and those that are otherwise under a notice of default, have an adverse and deleterious impact on the vitality and livability of the areas in which they are located and on the general well-being of the City and its residents; and

WHEREAS, significant numbers of vacant properties that have been foreclosed, are subject to foreclosure, or are otherwise under a notice of default, are owned and/or controlled by entities and/or individuals outside the Olympia area and/or whose identity is unclear due to legal proceedings regarding property ownership; and

WHEREAS, as a result, those entities and individuals may be difficult for City Code Enforcement Officers to identify or locate; and

WHEREAS, property owners, or others in control of property, outside the Olympia area may be less aware of City property maintenance codes and regulations, or reluctant to voluntarily incur the cost and expense of adequately maintaining those properties to the standard established in those codes and regulations; and

WHEREAS, the City Council finds it necessary that certain registration and maintenance requirements be imposed on the owners and others in control of abandoned and vacant real property in order to minimize, if not eliminate, adverse effects those properties have on the City and its residents, and on the public health, safety, and welfare;

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

Section 1. Amendment of OMC 16.06. Olympia Municipal Code Chapter 16.06 is hereby amended to add a NEW SECTION 16.06.090, Vacant Property Registration, to read as follows:

Chapter 16.06

PROPERTY MAINTENANCE CODE

16.06.000 Chapter Contents

Sections:

- 16.06.010 International Property Maintenance Code adopted -- Purpose and Administration.
- 16.06.020 Definitions.
- 16.06.030 General Requirements.
- 16.06.040 Light, Ventilation and Occupancy Limitations.
- 16.06.050 Plumbing Facilities and Fixture Requirements.
- 16.06.060 Mechanical and Electrical Requirements.
- 16.06.070 Fire Safety Requirements.
- 16.06.080 Referenced Standards.
- 16.06.090 Vacant Property Registration.

NEW SECTION 16.06.090 Vacant Property Registration

A. GENERAL

901.1 Intent. It is the purpose and intent of the Olympia City Council to establish an vacant real property registration program to ensure that the owners of certain vacant properties are known by the City and other interested parties and can be reached if necessary; to ensure that owners of vacant properties are aware of the property maintenance codes and regulations; and to ensure that owners meet the minimum standards of maintenance of vacant properties.

901.2 Requirement to Register Certain Vacant Properties. An owner of, lender for, or other person responsible for a property that is vacant and uninhabited or vacant and in default (or both) shall register such property with the City of Olympia.

901.3 Definitions. For the purposes of this chapter, the following words and phrases are defined as follows:

1. "Accessible" means a property that is accessible through a compromised or breached gate, fence, wall, or similar condition or a structure or building that is unsecured or breached (or both) in such a way as to allow access to the interior space by unauthorized persons.
2. "Beneficiary" means a lender or holder of a note secured by a deed of trust.
3. "Borrower" means any owner as defined in this section who becomes obligated on a real estate loan agreement, either directly or indirectly, and includes mortgagors, vendees under conditional land sales contracts, and grantors under trust deeds.
4. "City" means City of Olympia.
5. "Days" means consecutive calendar days.
7. "Deed of trust" means an instrument by which title to real estate is transferred to a third-party trustee as security for a real estate loan and often used in Washington instead of a mortgage. This definition applies to any and all subsequent deeds of trust, i.e., second trust deed or third trust deed.

7. "Deed in lieu of foreclosure/sale" means a recorded document that transfers ownership of property from the borrower to the lender in lieu of foreclosure, including a trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

8. "Default" means the failure to fulfill a contractual obligation, monetary, or conditional.

9. "Director" means the Director of Community Planning and Development or the Director's designee.

10. "Downtown Core" means the Downtown Olympia Historic District and its vicinity that exhibits storefronts, building designs, and historic character consistent with the Historic District.

11. "Evidence of vacancy" means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, for example, overgrown or dead vegetation; accumulation of newspapers, circulars, flyers or mail; past due utility notices or disconnected utilities; accumulation of trash, junk, or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is vacant; and for residential properties, the absence of window coverings such as curtains, blinds, or shutters; the absence of furnishings or personal items consistent with residential habitation.

12. "Foreclosure" means the foreclosure process by which a property, placed as security for a real estate loan, is sold at auction and a deed of trust foreclosure or a judgment is obtained to satisfy the debt if the borrower defaults on the real estate loan.

13. "Lender" means any person who makes, extends, or holds a real estate loan agreement and includes a mortgagee; a beneficiary under a deed of trust; an underwriter under a deed of trust; a vendor under conditional land sales contracts; a trustee; and a successor in interest to any mortgagee, beneficiary, vendor, or trustee. The term also includes any mortgagee, beneficiary, or trustee that accepts a deed in lieu of foreclosure.

14. "Local" means within Thurston County.

15. "Notice of default" means a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee's sale.

16. "Out of area" means outside Thurston County.

17. "Owner" means any natural person, partnership, association, corporation, or other entity having legal title in real property, including any borrower as defined in this section.

18. "Property" means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.

19. "Responsible person" or "person responsible" means any person, partnership, association, corporation, or fiduciary having legal or equitable title to, or any interest in, any real property, including an owner, borrower, or lender as defined in this section, or a lessee of leased property, if the lessee is responsible for property maintenance.

20. "Securing" or "secure" means such measures as may be directed by the Director that assist in rendering the property inaccessible to unauthorized persons, including the repairing of fences and

walls, chaining or padlocking of gates, and the repair, replacement, or boarding of doors, windows, or other openings.

21. "Trustee" means the person, partnership, firm, corporation, or other entity holding a deed of trust to a property.

22. "Trustor" means a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

23. "Vacant" means a property that is not legally occupied.

24. "Vacant and in default" means a property that has been vacant and any one or more of the following apply to property: (1) it is under a current notice of default or notice of trustee's sale (or both); (2) it is the subject of a pending tax assessor's lien sale; (3) it has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; or (4) it has been transferred under a deed in lieu of foreclosure or sale.

25. "Vacant and uninhabited" means a property that has been vacant with no water or sewer utilities provided to the property for six continuous months or more.

901.4 Administration.

The Director shall administer this chapter and shall promulgate procedures to administer the registration, maintenance, security, and related provisions as authorized in this chapter. The Director may establish reasonable fees for services provided under the program. Fines and penalties for violations are set by the City Council and are set forth in OMC 16.06.010(G).

901.5 Maintenance.

The owner of, lender for, or other person responsible for any vacant property shall properly maintain, secure, and post such property as required by this chapter. This obligation is in addition to any other applicable requirement of this code or other law.

901.6 Responsible Party – Local Property Manager.

a. Responsible Party. When any act as required under this chapter applies to more than one of an owner, lender, or other responsible person, one or more or all are responsible for performing such act and may be charged with a violation of this chapter for failure to act. If information is required to be provided, then all must provide such information. However, it is sufficient if the performance of the act or the providing of information is accomplished by anyone.

b. Local Property Manager. If the owner, lender, or other person responsible for a property subject to the registration requirement of subsection 901.2, above, is a corporation or resides or has a principal place of business out of area, the owner, lender, or other person responsible shall retain a local property manager authorized to act to comply with this chapter.

901.7 Registration Contents. Each registration must contain the following:

a. Information for both the beneficiary and trustee: name (corporation or individual);

b. The street or office address (not a post office box) and, if different, the mailing address;

c. A direct contact name (a person representing a corporation or an individual);

d. Contact information for the person handling the foreclosure or vacant property registration (email and phone number); and

e. In the case of a corporation or out of area owner, lender, or other responsible person, the telephone number and other contact information of the local property manager authorized to act to comply with this chapter.

901.8 Registration Outlines.

a. A registration is valid for one calendar year following the date on which registration is initially submitted to the City. Subsequent registrations are required and due each year thereafter on the anniversary of the submittal date of the initial registration until such time as the property is transferred or becomes legally occupied.

b. An owner, lender, or other responsible person who is required to register a property pursuant to this chapter shall keep such property registered and shall comply with all the maintenance, security, and posting requirements of this chapter for the entire time such property remains vacant and in default or vacant and uninhabited.

c. When a property subject to the registration requirement of subsection 901.2, above, becomes occupied or title is transferred, the prior owner, lender, or other responsible person shall notify the Director in writing within 14 days of the occupancy or transfer.

d. Any owner, lender, or other responsible person required to register a property pursuant to this chapter shall report any change of information contained in the registration within 14 days of the change.

901.9 Property Inspection.

a. An owner of, lender for, or other person responsible for a property subject to the registration requirement of subsection 901.2, above, shall conduct, or cause to be conducted, an inspection of such property on a monthly basis. Such inspection is to verify that the property is still vacant and in default or vacant and uninhabited and whether the maintenance, security, posting and other requirements of this chapter, and any other applicable laws, are being met.

b. If a property is not vacant, but is in default, the lender shall inspect, or cause to be inspected, the property monthly to determine whether the property has become vacant and in default until (1) the borrower or other party remedies the default; or (2) the foreclosure is completed and ownership is transferred to a new owner who is not the former beneficiary or another lender; or (3) it is found to be vacant or shows evidence of vacancy, at which time it is deemed vacant and in default, and the lender shall, within 14 days of that inspection, register the property with the Director on forms or in the manner provided by the City.

c. The lender shall continue to inspect, or cause to be inspected, the property after a foreclosure sale where the title was transferred to the beneficiary of a deed of trust involved in the foreclosure, or the underwriter of the deed of trust, or any other person or entity who held a security interest in the property, and any property transferred under a deed in lieu of foreclosure/sale. If upon inspection the property is found to be vacant, it is automatically deemed vacant and in default and must be registered within 14 days as required in this chapter.

d. The owner, lender, or other responsible person shall report the result each of these inspections to the City as required by the Director.

e. Inspections conducted pursuant to this chapter are intended only for the purposes set forth in this chapter and not for purposes of triggering disclosure obligations to potential real property purchasers

901.10 Maintenance Requirements.

a. An owner of, lender for, or other person responsible for any vacant property shall maintain and keep such property free of nuisance conditions including:

1. Weeds, overgrown vegetation, trash, junk, debris, building materials, and junk vehicles.
2. Accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, furniture, clothing, and appliances.
3. Graffiti, tagging, or similar markings, which must be removed or painted over with an exterior grade paint that matches or coordinates with the color of the exterior of the structure.
4. In the downtown core, conditions that do not maintain and preserve the historic aesthetics and character (windows free of obstruction, graffiti, etc.).

b. An owner of, lender for, or person responsible for any vacant property shall:

1. Maintain the property's yard in accordance with City requirements and standards;
2. Secure any pond, pool, or hot tub and ensure that it does not become a nuisance or a danger to the public;
3. Take any other action necessary to prevent giving the appearance that the property is abandoned; and
4. Register the property with the City of Olympia Police Department trespass program.

901.11 Securing and Posting Requirements.

a. Securing. An owner of, lender for, or other person responsible for any vacant property shall secure such property to prevent access by unauthorized persons, including the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure. Securing also includes boarding up as applicable. Material used for boarding up must be painted with an exterior grade paint that matches or coordinates with the color of the exterior of the structure.

b. Posting. An owner of, lender for, or other person responsible for any vacant property shall post the name and 24-hour contact phone number of the local property manager. The posting must be no less than 18 inches by 24 inches, and must be of a font that is legible from a distance of 45 feet, and must contain, along with the name and a 24-hour contact number, the words:

"THIS PROPERTY MANAGED BY [insert name]" and

"TO REPORT PROBLEMS OR CONCERNS CALL [insert local telephone number]."

The posting must be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building or structure

facing the street to the front of the property so it is visible from the street, or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of, and printed with, weather resistant materials.

901.12 Enforcement.

a. In the event the Director finds an owner of, lender for, or other person responsible for a property subject to the registration requirement of subsection 901.2, above, has failed to meet the maintenance, securing, or posting requirements of this chapter, the Director shall send notice of said failure to the owner, lender, or other responsible person at the address listed on the tax rolls of the County or at such other address as may be known to the Director. The notice must set out the nature of the failure(s) to be corrected and must give the owner, lender, or other responsible person no more than 14 days from the date of the notice to correct the failure, unless an imminent danger exists in which case the Director may require the owner, lender, or other responsible person to take immediate action to cure the condition creating the imminent danger. In the event the owner, lender, or other responsible person fails to remedy the matters within the time set out in the notice (or make, in the view of the Director, adequate arrangements otherwise) the City may seek enforcement pursuant to OMC 4.44.06, and any other applicable City code or state law.

b. Violations of this chapter constitute a public nuisance and in addition to the provisions of this chapter, may be enforced pursuant to chapter 4.44 OMC - Uniform Civil Enforcement, chapter 16.10 OMC - City Building Code, chapter 16.32 OMC - City Fire Code, chapter 16.06 OMC - Property Maintenance/Nuisance Properties, and any other applicable City code or state law.

901.13 Vacant properties subject to City code enforcement action.

The owner of, lender for, or other person responsible for a vacant property that has been boarded up or otherwise secured by the City or its contractor as a result of City code enforcement action is not as a result of such action relieved of the obligation to comply with all applicable requirements of this code, including the maintenance requirements of subsection 901.10, above, and the securing and posting requirements of subsection 901.11, above.

901.14 Additional maintenance and security.

In addition to the enforcement remedies established in this chapter and applicable City code, the Director may require the owner of, lender for, or other person responsible for a property subject to the registration requirement of subsection 901.2, above, to implement additional maintenance or security measures, including securing all doors, windows, or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard, disconnecting utilities, or any other measures as may be reasonably calculated to arrest the decline of the property, prevent unauthorized entry, or ensure maintenance of the property in accordance with this code.

901.15 Abatement of nuisance on property that is abandoned and in mid-foreclosure.

When the City sends notice to a mortgage servicer that a property has been determined to be abandoned, in mid-foreclosure, and a nuisance pursuant to chapter 7.100 RCW, the mortgage servicer must abate the nuisance identified in such notice within 14 days of the mortgage servicer's receipt of the notice. If the mortgage servicer has not abated the nuisance within 14 days, the City may enter and abate the nuisance and the City may recover the costs of such abatement pursuant to RCW 7.100.070, or as otherwise provided by this Code or by other law.

901.16 Penalty.

The City of Olympia has designated certain violations of the Olympia Municipal Code to be civil infractions and pursuant to authority from chapter 7.80 RCW. The purpose of civil infractions, as set forth in chapter 4.50 OMC, is remedial. Use of the civil infraction procedure in chapter 4.50 OMC will better protect the public from the harmful effects of certain violations of the Olympia Municipal Code, aid and streamline enforcement, and partially reimburse the City for the expenses of enforcement and the related judicial process. Unless stated otherwise, a civil infraction is an additional and concurrent penalty and may be imposed with other penalties.

901.17 Retroactive application.

The provisions of this section can be applied retroactively. Vacant properties and structures existing on the date of adoption of this section are not vested.

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/clerk 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 remains 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 is effective 30 days 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:



City Council

Approval of an Ordinance Amending the Boundary and Standards of the Downtown Exempt Parking Area

Agenda Date: 9/13/2022
Agenda Item Number: 4.F
File Number:22-0815

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

Title

Approval of an Ordinance Amending the Boundary and Standards of the Downtown Exempt Parking Area

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee recommends moving to approve on first reading, and forward to second reading, an ordinance amending the boundary and standards of the Downtown Exempt Parking Area.

City Manager Recommendation:

Move to approve on first reading, and forward to second reading an ordinance amending the boundary and standards of the Downtown Exempt Parking Area.

Report

Issue:

Whether to approve on first reading, and forward to second reading, an ordinance amending the boundary and standards of the Downtown Exempt Parking Area.

Staff Contact:

Joyce Phillips, Principal Planner, Community Planning and Development, 360.570.3722

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

At its February 17, 2022, meeting, the Land Use and Environment Committee (LUEC) referred to the Planning Commission a potential revision to the Downtown Exempt Parking Area map and requirements. The proposal, if approved, would make the entire area within the boundary exempt from automobile parking requirements for residential development.

Approximately two years ago, Community Planning and Development staff noted that some housing projects that had gone through the presubmission conference stage of review were not proceeding to

the application stage. Upon inquiry, it was noted that the parking requirements were one of the reasons some of these projects were not moving forward.

In March 2021, the LUEC discussed potential revisions to the Downtown Exempt Parking Area boundary. The proposal was to keep the outer boundary the same, as shown in Figure 38-2 of Chapter 18.38 of the Olympia Code, but to make the entire area exempt from minimum automobile parking requirements for residential development rather than having a portion of the boundary limited to a 10% reduction in residential parking requirements.

This proposal is specifically called out in the Olympia Housing Action Plan (HAP) as consistent with HAP action 3.i:

3.i Reduce parking requirements for residential uses, including for multifamily developments near frequent transit routes.

The Committee referred the issue to the Planning Commission but asked staff to first compile data to help inform the Commission about parking demands in the area of newly constructed apartment buildings, and the impact any changes would potentially have on the Downtown and surrounding neighborhoods.

Staff have been surveying the downtown core periodically since 2019 and regularly since 2021. Staff contacted and spoke with property managers of five of the newer Downtown apartment developments, who shared that their parking is consistently leased to capacity. This is off-street parking that has been provided, even though it was not required by City codes.

It should be noted that the parking exemption does not apply to new commercial development over 3,000 square feet in size. Additionally, most residential projects do provide off-street parking even when not required by the City. In those cases, parking is typically provided at 0.7-0.8 spaces per unit. Staff anticipates that most developers will continue to provide parking at a similar amount based on market demand and financing requirements.

Additionally, changes in state law (RCW 36.70A.620) were made related to parking, which were recently adopted by the City. Those changes have specific maximums for certain housing types (market rate, housing for seniors and persons with disabilities, and housing affordable to very low-income or extremely low-income individuals) when located within a quarter mile of a transit stop with certain levels of frequency.

It should be noted that while off-street automobile parking would not be required for new residential development within the Downtown Parking Exempt Area, bicycle parking would still be required at the existing ratios.

Planning Commission

The Planning Commission conducted a public hearing on July 18, 2022. One person testified in support of the proposal and some written comments (see Attachment 2) were submitted. Upon completing its deliberations, the Planning Commission recommended approval of the proposed amendments to the Downtown Exempt Parking Area standards.

Neighborhood/Community Interests (if known):

The proposal was routed to Recognized Neighborhood Associations, adjacent jurisdictions, Tribes, State agencies, and other governmental entities. Staff also reached out to the Downtown Neighborhood Association, the Parking and Business Improvement Area (PBIA), and members of the development community that had shared their experiences in deciding whether or not to proceed after presubmission conferences for residential development projects. All comments received are attached.

Options:

1. Approve on first reading, and forward to second reading an ordinance amending
2. Approve on first reading, and forward to second reading an ordinance amending the boundary and standards of the Downtown Exempt Parking Area, with specific modifications.
3. Do not adopt amendments to the Downtown Exempt Parking Area boundary or standards.

Financial Impact:

There is no specific fiscal impact of the proposal to the City budget. Resources associated with processing this proposal are covered by the Community Planning and Development Department's base budget.

Attachments:

Ordinance

Public Comments

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 18, UNIFIED DEVELOPMENT CODE, CHAPTER 18.38 PARKING AND LOADING, OF THE OLYMPIA MUNICIPAL CODE

WHEREAS, on February 17, 2022, the City of Olympia Land Use and Environment Committee referred to the Planning Commission a proposal to amend the residential parking standards within the Downtown Exempt Parking Area; and

WHEREAS, on May 23, 2022, the Community Planning and Development Department proposed amendments to OMC 18.38.160 and Figure 38-2 of Title 18, Unified Development Code, of the Olympia Municipal Code (OMC) (the Proposed Amendments); and

WHEREAS, on May 23, 2022, 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, Notice of Application for the Proposed Amendments was routed to all Recognized Neighborhood Associations within the City of Olympia and to the Council of Neighborhoods Association on May 27, 2022, pursuant to Chapter 18.78 OMC, Public Notification, and Chapter 18.86 OMC, Neighborhood Association Recognition and Notification; and

WHEREAS, on May 31, 2022, a legal notice was published in The Olympian newspaper providing notice of the Proposed Amendments; and

WHEREAS, on June 17, 2022, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments; and

WHEREAS, on June 27, 2022, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on July 7, 2022, notice of the public hearing for the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.78 OMC, Public Notification; and

WHEREAS, on July 8, 2022, notice of the public hearing for the Proposed Amendments was provided to all Recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.78 OMC, Public Notification, and Chapter 18.86 OMC, Neighborhood Association Recognition and Notification; and

WHEREAS, on July 8, 2022, a legal notice was published in The Olympian newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

WHEREAS, on July 18, 2022, the Olympia Planning Commission held a public hearing and deliberated the Proposed Amendments; and

WHEREAS, following the public hearing and deliberations, on July 18, 2022, the Planning Commission provided to the City Council its recommendation to amend Title 18, Unified Development Code, Section 18.38.160 and Figure 38-2 of the Olympia Municipal Code (OMC), as proposed; and

WHEREAS, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in chapter 18.58 OMC; and

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

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

Section 1. Amendment of OMC 18.38.160. Olympia Municipal Code Subsection 18.38.160 is hereby amended to read as follows:

18.38.160 Specific zone district requirements

- A. Ten (10) Percent Required Reduction in Parking Requirements.
The median motor vehicle parking requirements contained in Section 18.38.100 shall be reduced by an additional ten (10) percent for uses in the High Density Corridor 1, 2, 3, and 4 Districts (see High Density Corridor Map), Neighborhood and Urban Villages, and for nonresidential uses within the Downtown (see Figure 38-2).
- B. Urban Residential (UR), High Rise Multifamily (RM-H) Residential Mixed Use (RMU) and Commercial Services - High Density (CS-H) Zones.

Residential uses shall be provided with one (1) motor vehicle parking space per unit unless otherwise exempted elsewhere in this chapter.

- C. Downtown Exempt Parking Area (See Figure 38-2).
 - 1. Existing buildings constructed prior to January 1, 2002, which are located within the Downtown Exempt Parking Area (See Figure 38-2), shall be exempt from the vehicle parking standards. However, a change of use within such existing structures shall comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01;
 - 2. All new residential buildings and uses located within the Downtown Exempt Parking Area (See Figure 38-2) shall be exempt from vehicle parking standards. However, if any new residential parking is constructed, the parking facility shall meet the Parking Design, ~~Pedestrian Street~~ and Design Review Criteria in OMC 18.38.180 through 18.38.240 and applicable criteria in OMC Chapters 18.04, - or - 18.06, and 18.2018.120). All new residential buildings and uses shall comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01; and
 - 3. All new commercial buildings or expansions totaling over 3,000 square feet of gross leasable area, constructed after January 1, 2002, which are located within the Downtown Exempt Parking Area (See Figure 38-2) shall be required to meet vehicle parking and bicycle standards (OMC 18.38.020 through 18.38.240).
 - 4. When not covered by C.1 or C.2 above, ÷ bBicycle parking is not required for those buildings and uses located within the Downtown Exempt Parking Area (see Figure 38-2) that do not provide on-site motor vehicle parking.
- D. High Density Corridor 1 and 2, and Urban Residential (UR).
 - 1. Townhouse units shall provide one and one-half (1.5) parking spaces per unit;

2. Multifamily units shall provide one (1) parking space per unit;
3. Small restaurants (up to 750 square feet of service area) shall provide two (2) parking spaces/1,000 square feet; and
4. Small retail including food stores and laundries (up to 3,000 square feet) shall provide two (2) parking spaces per 1,000 square feet. (The first 350 square feet are exempt from parking requirements.) Small retail may provide additional parking up to three and one-half (3.5) parking spaces per 1,000 square feet.



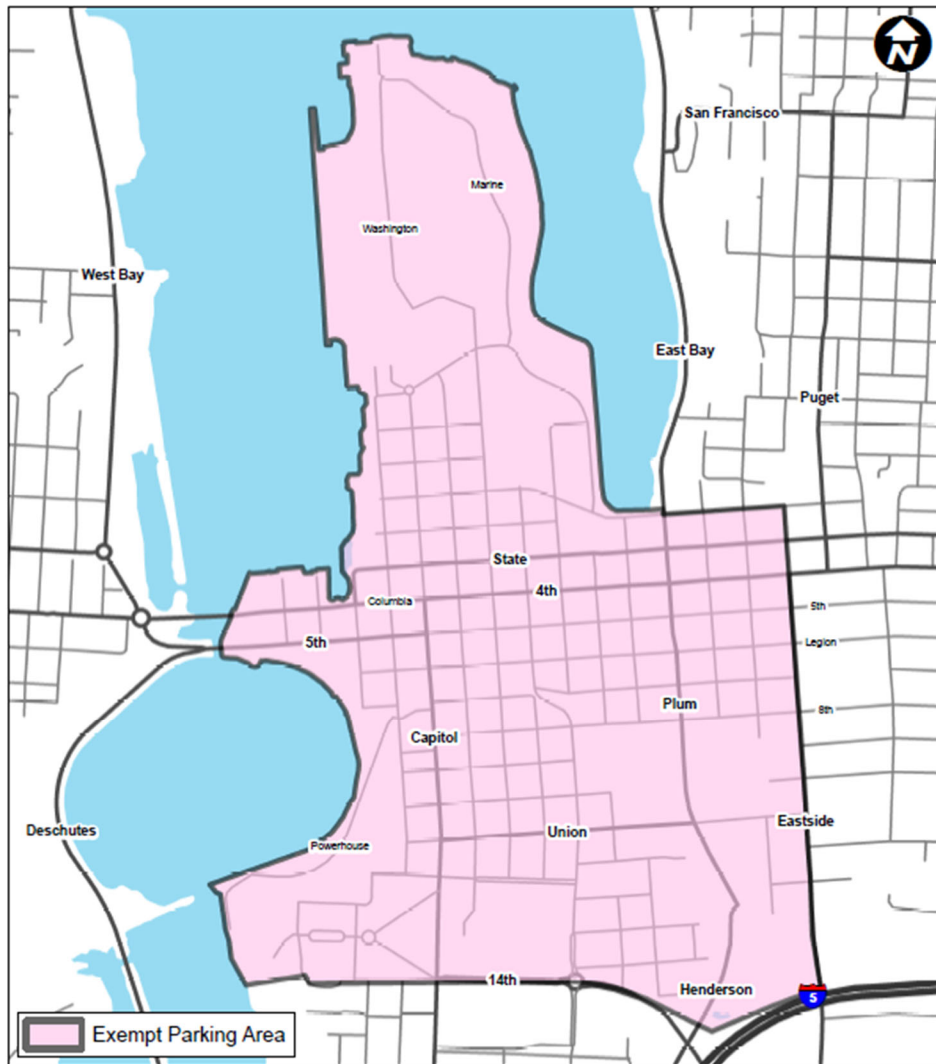


FIGURE 38-2

Section 2. Olympia Municipal Code. Copies of the Olympia Municipal Code are and shall be retained on file with the office of the City Clerk.

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 publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



November 3, 2020

Clark Gillman,
City Council Member
Land Use Committee Chair
City of Olympia

CC: Olympia City Council, Tim Smith, Leonard Bauer

Dear Council Member Gillman,

I am writing to request an amendment to the current parking exempt boundary as described in Olympia's Municipal Code (OMC) section 18.38.160 section C. Downtown Exempt Parking Area and illustrated in Figure 38-2. This request is to align the parking exempt boundary with Olympia's Comprehensive Plan and updated Downtown Strategy. These documents provide a framework for a denser, walkable downtown with increased multifamily and mixed-use housing. Many of the developable lots within the Downtown Strategy planning area are located outside the current parking exempt boundary and are confined by physical constraints. Meeting the current parking requirements for multifamily is often difficult and is resulting in a reduced number of residential units allowable on existing sites due to parking constraints.

The allowable density and height requirements encourage larger multifamily buildings; however, we are finding needed housing units being eliminated due to parking constraints. Realigning the parking exempt Boundary with the updated Downtown Strategy will allow for more units being developed helping to meet the housing demand and create the desired housing density in our downtown as outlined in our comprehensive plan, encouraged by zoning areas such as Downtown Business, Urban Housing, Urban Waterfront, and Urban Waterfront Housing, as well as the character areas in the Downtown Strategy.

Please see the attached exhibit which overlays the current and proposed parking exempt boundaries for new multifamily residential development. Thank you in advance for considering this amendment.

Respectfully,

Ron Thomas, AIA
President
Thomas Architecture Studios Inc.

Josh Gobel, AIA, LEED AP
Project Manager
Thomas Architecture Studios Inc.

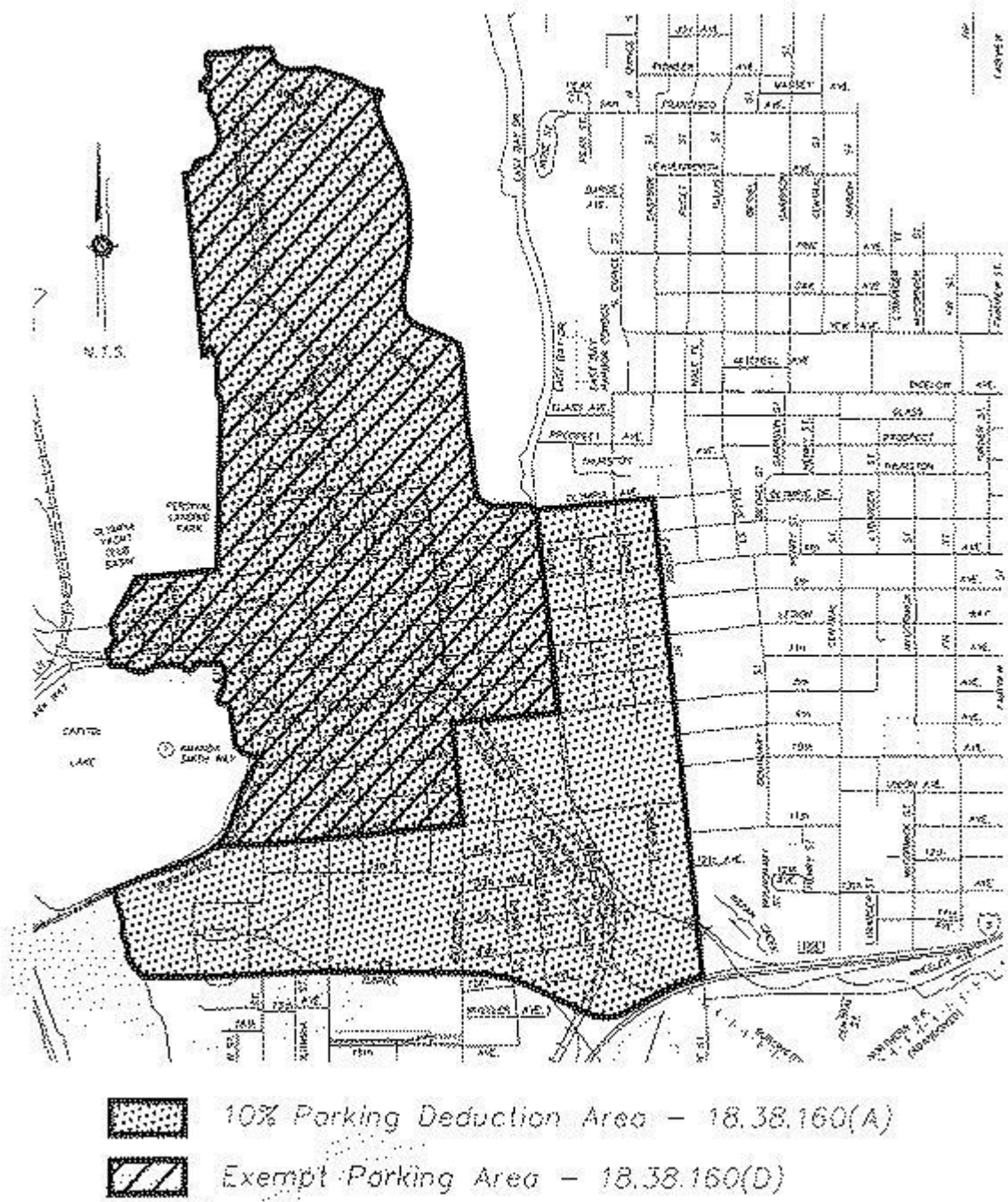
Attachment A – Revised Parking Exempt Boundary
Attachment B – OMC Figure 38-2 existing parking exempt map
Attachment C – Downtown Character Areas

ATTACHMENT A



- Existing parking exempt boundary
- Proposed parking exempt boundary




ATTACHMENT B






OMC FIG. 38-2

CONCEPT MAP

CHARACTER AREAS

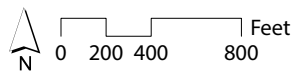
-  **WATERFRONT**
Enhance and connect to waterfront attractions.
-  **CAPITOL TO MARKET**
Encourage a high activity mix of uses from the Capitol to the Farmers Market.
-  **ARTISAN/TECH**
Encourage an eclectic mix of commercial activities and residences to support a creative neighborhood.
-  **ENTERTAINMENT**
Continue the core's energy eastward in a safe and lively entertainment district.
-  **SE NEIGHBORHOOD**
Build a holistic neighborhood with services and amenities.

KEY PHYSICAL IMPROVEMENTS

-  Short-term investments
-  Long-term investment opportunities (looking for funding and partnerships)
-  Olympia Waterfront Route trail planning and completion (immediate and long-term actions)

NOTE

Updated street standards and transportation master planning may lead to additional long-term street improvements.



From: [Leonard Bauer](#)
To: [Dani Madrone](#); [Clark Gilman](#); [Yến Huỳnh](#)
Cc: [Kenneth Haner](#); [Joyce Phillips](#)
Subject: Public comment on March 18 LUEC agenda item
Date: Wednesday, March 17, 2021 3:38:10 PM

Please see below a written comment to the Land Use and Environment Committee regarding your consideration of Downtown Residential Parking Exemption Boundary at your March 18 meeting. Mr. Kosturos wanted me to tell you he is unable to attend the meeting but wanted me to forward these written comments to you.

Leonard Bauer, FAICP

Community Planning & Development Director
City of Olympia
PO Box 1967
Olympia, WA 98501
(360) 753-8206
www.olympiawa.gov

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""To whom it may concern,

I am writing in support of the potential expansion of the City's downtown residential parking exemption area. As a current owner of multi-family property in the downtown area, outside the current exemption area, I would be able to provide another 14-20 units of housing if the parking exemption were expanded. This would be the case for many property owners in the area and with the extreme need for more housing stock of all kinds, having another tool in the toolbelt, especially one that doesn't result in a net expense for the City, is a win/win.

As you know, our area has invested heavily in the bolstering of our public transportation and will likely continue to do so. As such, it makes perfect sense to lessen the parking requirements for housing in areas supported by transit and in areas where walkability is high. Additionally, with the increase in other alternative transportation sources and the eventual widespread adoption of self driving cars, we have a chance to be ahead of the curve with land use policy and I think that is a great idea.

Please let me know if I can be of any assistance in the process of vetting the viability of the proposed policy. I would be happy to do so.

Thank you. """"

Zach Kosturos

Prime Locations, Inc. | President & Designated Broker
321 Cleveland Ave SE, Suite 209 | Tumwater, WA 98501
P: 360.943.9922 | F: 360.943.4016

E: zach@primelocations.com | www.primelocations.com



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From: [Josh Gobel](#)
To: [Leonard Bauer](#)
Cc: [Joyce Phillips](#)
Subject: RE: Downtown Residential Parking Requirements
Date: Tuesday, May 10, 2022 2:02:36 PM
Attachments: [image001.png](#)

Thanks Leonard,

Extending to Eastside Street and capturing those parcels between there and Plum is great. This is a big help for a few sites that are being considered for multifamily/mixed use development.

Cheers-



Josh Gobel, AIA, Associate Principal
pronouns: him/he/his
THOMAS ARCHITECTURE STUDIOS

From: Leonard Bauer <lbauer@ci.olympia.wa.us>
Sent: Tuesday, May 10, 2022 1:26 PM
To: Josh Gobel <josh@tasolympia.com>
Cc: Joyce Phillips <jphillip@ci.olympia.wa.us>
Subject: FW: Downtown Residential Parking Requirements

Hi Josh,

Because of your past interest in a potential expansion of the downtown residential parking exemption, I wanted to give you an update. In February, the City Council's Land Use and Environment Committee referred the matter to the Planning Commission to review and discuss expanding the exemption area. The attached summarizes the proposed change, including a map of the proposed new exemption area. The Commission will be considering whether to recommend expanding this exemption to include additional portions of downtown, primarily south of Union Avenue and between Plum and Eastside Streets (see the attached maps).

The Planning Commission will soon be scheduling its discussion of this proposal. Please feel free to contact me or Joyce Phillips (360.570.3722) if you have questions.

Leonard Bauer, FAICP

Community Planning & Development Director
City of Olympia
PO Box 1967
Olympia, WA 98501
(360) 753-8206

www.olympiawa.gov

Remember: City e-mails are public records.

Working Together To Make A Difference

From: [Erik Jensen](#)
To: [Joyce Phillips](#)
Subject: RE: City of Olympia - Notice of Proposal (#22-3429)
Date: Friday, May 27, 2022 11:03:33 AM

I have reviewed the changes and have no change to the comments.

Erik Jensen CBO, CFM
City of Olympia CP&D – Building Official
PO Box 1967, Olympia WA 98507-1967 (mail)
601 4th Avenue E, Olympia WA 98501
(360) 753-8280 - Office
ejensen@ci.olympia.wa.us - email

From: Joyce Phillips <jphillip@ci.olympia.wa.us>
Sent: Friday, May 27, 2022 10:47 AM
To: Erik Jensen <ejensen@ci.olympia.wa.us>; Mike Reid <mreid@ci.olympia.wa.us>; Lydia Moorehead <lmoorehe@ci.olympia.wa.us>; City Hall Customer Service Center <CityHallCustomerServiceCenter@ci.olympia.wa.us>; Steve Sperr <ssperr@ci.olympia.wa.us>; Sophie Stimson <sstimson@ci.olympia.wa.us>; durdend@co.thurston.wa.us; craig.sisson@co.thurston.wa.us; todd.mason@co.thurston.wa.us; Burlina Lucas <lucasb@trpc.org>; Eric Phillips <ephillips@intercitytransit.com>; Rob LaFontaine <rlafontaine@intercitytransit.com>; Lisa Parks <LisaP@portolympia.com>; Rick Walk <rwalk@ci.lacey.wa.us>; randrews@ci.lacey.wa.us; City of Tumwater (mmatlock@ci.tumwater.wa.us) <mmatlock@ci.tumwater.wa.us>; 'dschaffert@thurstonchamber.com' <dschaffert@thurstonchamber.com>; mcade@thurstonedc.com; Todd Cutts (tcutts@downtownolympia.org) <tcutts@downtownolympia.org>; walter.george@nisqually-nsn.gov; choke.ken@nisqually-nsn.gov; Brad Beach (beach.brad@nisqually-nsn.gov) <beach.brad@nisqually-nsn.gov>; bullchild.annette@nisqually-nsn.gov; jdickison@squaxin.us; 70a Tribe, Squaxin Island (sdinubilo@squaxin.us) <sdinubilo@squaxin.us>; info@southsoundseniors.org; Chester Allen <news@theolympian.com>; Rick Crawford <seniornews@integra.net>; Editors <editors@lawleypublications.com>; Cooper Point Journal KAOS <kaos@evergreen.edu>; KGY Radio (NEWS@KGYRADIO.COM) <NEWS@KGYRADIO.COM>; KXXO <psa@mixx96.com>; Lacey Chamber of Commerce <Blaine@laceysschamber.com>; Ja9gates@aol.com; olympiapowerandlight@gmail.com
Subject: City of Olympia - Notice of Proposal (#22-3429)

Greetings.

The City of Olympia is considering text and graphic amendments to the Parking Code (OMC 18.38.160 and Figure 38-2) for residential development in the Downtown Parking Exempt Area. Please review the attached draft language and let me know by June 24, 2022, if you have comments you would like the city to consider. The Planning Commission briefing on this proposal is tentatively scheduled for Monday, June 27, 2022 at 6:30 p.m.

Please contact me with any comments or questions.
Thank you.
Joyce

Joyce Phillips, AICP, Principal Planner
City of Olympia | Community Planning and Development
601 4th Avenue East | PO Box 1967, Olympia WA 98507-1967
360.570.3722 | olympiawa.gov

Note: Emails are public records and are eligible for release.

From: ausman-nw@comcast.net
To: [Joyce Phillips](#)
Subject: RE: City of Olympia - Notice of Proposal (#22-3429)
Date: Friday, May 27, 2022 6:40:29 PM

Hi, Joyce. Thanks for the info. If this proceeds as planned, it appears all on-street parking will eventually disappear. Not a good idea, I think.

Mark Ausman

From: Joyce Phillips <jphillip@ci.olympia.wa.us>
Sent: Friday, May 27, 2022 10:06 AM
To: Joyce Phillips <jphillip@ci.olympia.wa.us>
Subject: City of Olympia - Notice of Proposal (#22-3429)

You are receiving this notice as an identified contact person for your *Recognized Neighborhood Association*. Please share this information with your neighbors.

The City of Olympia is considering amendments to the parking standards for new residential development in the Downtown. This proposal was referred to the Planning Commission by the Council's Land Use and Environment Committee for consideration.

Summary: There is an area of the City, identified in OMC 18.38.160, Figure 38-2, where residential development is not required to provide automobile parking or where a 10% reduction in automobile parking requirements applies. The proposal under consideration is to keep the outer boundary in its current location but to make all of the area within the boundary exempt from automobile parking requirements for residential development.

More information is provided in the attachment, including a graphic showing the boundary of the Downtown Parking Exempt Area. The Planning Commission briefing on this proposal is tentatively scheduled for 6:30 p.m. on Monday, June 27, 2022, if you would like to learn more about it.

Please contact me if you have any questions or would like to discuss the proposal. I would be happy to talk with you about it.

Joyce

Joyce Phillips, AICP, Principal Planner
City of Olympia | Community Planning and Development
601 4th Avenue East | PO Box 1967, Olympia WA 98507-1967
360.570.3722 | olympiawa.gov

Note: Emails are public records and are eligible for release.



**Nisqually Indian Tribe
Tribal Historic Preservation Office
4820 She-Nah-Num Dr. S.E.
Olympia, WA 98513
(360) 456-5221**

May 31, 2022

To: Joyce Phillips, AICP, Principal Planner
City of Olympia
Community Planning and Development
601 4th Avenue
Olympia WA 98507

Re: Notice of Proposal (#22-3429)

The Nisqually Indian Tribe's THPO has reviewed the routing packet that you provided for the above-named project and has no specific comments or concerns at this time. Please keep us informed if there are any Inadvertent Discoveries of Archaeological Resources/Human Burials.

Although the Nisqually Indian Tribe has no specific concerns at this time, we respect the traditional cultural knowledge of affected tribes and support their opinions on this matter as well.

Sincerely,

Brad Beach, THPO
Nisqually Indian Tribe
360-456-5221 ext 1277

cc: Annette Bullchild, Director, Nisqually Indian Tribe

From: [Mike McCormick](#)
To: [David Ginther](#)
Cc: [Leonard Bauer](#); [Joyce Phillips](#)
Subject: Comments for tonight's Planning Commission public hearing
Date: Monday, July 18, 2022 2:13:25 PM

Olympia Planning Commission members,

I will not be able to testify this evening due to a prior commitment.

As a longtime Olympia resident and retired planner, I want to encourage you to adopt the proposed changes to the Downtown Exempt Parking Area. Making these changes will support both our housing and sustainability goals. A number of studies have documented the increased number of units that can be achieved by reducing or eliminating parking requirements. This can produce a measurable reduction in the cost of individual units in a project. We should be doing everything we can to meet the challenges of housing affordability.

Thank you for your willingness to serve. It takes time and dedication which is sincerely appreciated.

Michael J. McCormick, FAICP
2420 Columbia St. SW
Olympia, WA 98501
360.754.2916

July 18, 2022

Dear Chair Nejati and Members of the Olympia Planning Commission,

I am writing to support the amendments to OCC 18.38.100. Reducing parking requirements in the High Density Corridors (HDC) is a step in the right direction. The HDCs are places, other than Olympia's Downtown, where development will most likely allow its residents to live without cars. Residents there will be close to transit service and other services as well as being in walking distance of many of them. These incentives to reducing the use of the automobile will also help the City reduce greenhouse gas emissions and assist it in its goals for addressing climate change. Reducing parking requirements also reduces polluted stormwater runoff.

In addition to the environmental advantages, reducing parking lowers the cost for development and could make housing more affordable.

Thank you for considering my comments.

Sincerely,

Holly Gadbow

1625 Sylvester Street SW

Olympia, WA 98501

(360)789-3616

hollygadbow@comcast.net



City Council

Approval of an Ordinance Amending Olympia Municipal Code Chapter 12.60 Relating to Compliance with Signs in Public Parks

Agenda Date: 9/13/2022
Agenda Item Number: 4.G
File Number:22-0828

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Chapter 12.60 Relating to Compliance with Signs in Public Parks

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 12.60 relating to compliance with signs in public parks.

Report

Issue:

Whether to approve on first reading, and forward to second reading, an Ordinance amending Olympia Municipal Code Chapter 12.60 relating to compliance with signs in public parks.

Staff Contact:

Amy Stull, Park Stewardship Supervisor, Parks, Arts and Recreation, 360.753.8258

Presenter(s):

Consent Calendar Item

Background and Analysis:

Park Rangers are responsible for enforcing park rules, which they are very successful in achieving using education and voluntary compliance. Even so, it is preferable to have the park rules reflected in the OMC should someone have questions about their legal authority.

Modeled after the Washington State Parks Washington Administration Code 352-32-215 (Compliance with Signs), this Ordinance will add compliance with posted signs to OMC Chapter 12.60. As specialty parks, such as off leash dog and mountain biking, are developed now and in the future, rules specifically for those areas will be legally addressed without having to further modify the OMC.

In addition, temporary signage regarding closures due to safety or other unique situations will also have legal standing.

Neighborhood/Community Interests (if known):

There are no known concerns related to this item.

Options:

1. Move to approve an Ordinance amending Olympia Municipal Code Chapter 12.60 relating to compliance with signs in public parks.
2. Do not approve an Ordinance amending Olympia Municipal Code Chapter 12.60 relating to compliance with signs in public parks, which would require modification to the OMC for multiple specialty uses and situations to provide Park Rangers with appropriate legal authority to meet public expectations.
3. Take other action.

Financial Impact:

There is no financial impact related to this item.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTER 12.60 RELATING TO COMPLIANCE WITH SIGNS

WHEREAS, the public’s enjoyment of City of Olympia parks is enhanced when all park users comply with posted signs that restrict access to or activity in park property; and

WHEREAS, currently, there is no legal mechanism to enforce posted restrictions on access to or activity in park property and Parks, Arts and Recreation staff have identified a need to be able to enforce such restrictions; and

WHEREAS, the City Council intends that signs restricting access to or activity in park property will be clearly written and conspicuously posted, so that park users are clearly informed of restricted uses of park property; and

WHEREAS, the City Council intends that Park, Arts and Recreation staff will utilize education and warnings as an initial method to enforce posted restrictions, but will have issuance of a civil infraction, along with trespass authority, available as a tools when necessary to enforce a violation or violations of posted restrictions on access to or activities in park property;

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

Section 1. Amendment of OMC 12.60.000. Olympia Municipal Code Section 12.60.000 is hereby amended to read as follows:

12.60.000 Chapter Contents

Sections:

- 12.60.001 Enforcement.
- 12.60.010 Advertising signs and posters--Structures of any kind.
- 12.60.030 Regulations and Violations Relating to Pet Animals.
- 12.60.040 Feeding, Harassing, Injuring animals unlawful.
- 12.60.050 Fireworks Prohibited in City Parks.
- 12.60.060 Soliciting or peddling unlawful.
- 12.60.080 Sales unlawful without concession contract.
- 12.60.090 Groups or Assemblies - Reservations.
- 12.60.100 Bicycles--Horses--Motor vehicles in Designated Areas Only.
- 12.60.110 Camping or parking unlawful except where designated.
- 12.60.120 Ball games and other sports.
- 12.60.130 Smoking or Vaping Prohibited in City Parks and Trails.
- 12.60.160 Building fires permitted only in designated areas.
- 12.30.170 Compliance with posted signs
- 12.60.300 Violation--Penalty.

Section 2. Amendment of OMC 12.60. Olympia Municipal Code Chapter 12.60 is hereby amended to add a new section as follows:

12.60.170 Compliance with posted signs

Persons shall comply with all posted signs restricting access to or activities in park property and it is unlawful to fail to comply with a posted sign restricting access to or activities in park property. Failure to comply with a posted sign restricting access to or activities in park property is a civil infraction.

Section 3. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

Section 6. Effective Date. This Ordinance shall take effect thirty (30) 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:



City Council

Olympia Fire Department Basic Life Support Transport and CARES Programs Feasibility Study Overview and Basic Life Support Transport Provided by Private Ambulance Services in Olympia Availability and Response Briefing

Agenda Date: 9/13/2022
Agenda Item Number: 6.A
File Number:22-0832

Type: information **Version:** 1 **Status:** Other Business

Title

Olympia Fire Department Basic Life Support Transport and CARES Programs Feasibility Study Overview and Basic Life Support Transport Provided by Private Ambulance Services in Olympia Availability and Response Briefing

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive an overview of the Olympia Fire Department Basic Life Support Transport and CARES programs feasibility study and a briefing on Basic Life Support transport provided by private ambulance services in Olympia availability and response; providing results of the City's 60-day notices to make improvements to private ambulance services operating within Olympia.

Report

Issue:

Whether to receive an overview of the Olympia Fire Department Basic Life Support Transport and CARES programs feasibility study and a briefing on Basic Life Support transport provided by private ambulance services in Olympia availability and response; providing results of the City's 60-day notices to make improvements to private ambulance services operating within Olympia.

Staff Contact:

Mike Buchanan, Interim Deputy Chief, 360.753.8459

Presenter(s):

Todd Carson, Interim Fire Chief, Olympia Fire Department
Mike Buchanan, Interim Deputy Chief, Olympia Fire Department
Martin Chaw, Consultant, Financial Consulting Solutions Group (FCS Group)

Background and Analysis:

The Olympia City Council approved a resolution on June 21, 2022, finding that Basic Life Support (BLS) transport provided by private ambulance services in Olympia to be inadequate, provides that the study of the issue shall be published, and directs 60-day notices be issued by the City Manager to private ambulance services operating within Olympia to make improvements meeting the generally accepted medical standards and reasonable levels of service required.

The Olympia Fire Department will brief City Council on the results of BLS transport services provided by private ambulance services in Olympia during the 60-day notice window, and Martin Chaw, Consultant from FCS Group, will provide an overview of the Olympia Fire Department Basic Life Support Transport and CARES programs feasibility study.

The Olympia City Council received a presentation on May 24, 2022, regarding the Olympia Fire Department's concerns about private ambulance services transport availability degradation concurrent with an increase in total call volume, and its negative impact on BLS levels for Emergency Medical Services (EMS) resources to residents within the City of Olympia, but deferred the decision to June 21, 2022 to hear from emergency services partners regarding their concerns.

The Olympia Fire Department engaged in dialogue with our response partners, including both regional private ambulance stakeholders, American Medical Response (AMR) and Olympic Ambulance. The intent of these conversations was to ensure questions were answered and to also understand any perceived concerns of a City BLS Transport program.

On June 2, the Olympia Fire Department presented the BLS Transport Program proposal to the Thurston County Operations Committee. After answering several questions from the committee, a motion was called to vote for support the proposal, it passed unanimously. Finally, on June 14 -15, the Olympia Fire Department will present the BLS Transport Program proposal to both the City of Tumwater Public Safety Committee, and then to the Thurston County EMS Council. The Olympia Fire Department will be happy to share any concerns with the Olympia City Council that may arise as a result of these conversations.

The City engaged the professional services of FCS Group to study, analyze, and report among other issues, the adequacy of BLS transport services within the City. FCS Group prepared and presented its report to the Finance Committee on April 20, 2022.

The Finance Committee found that BLS transport services within the City were inadequate and recommended that FCS Group's report and analysis be presented to the full Council at a regularly scheduled business meeting.

An internal BLS transport program would offer the following benefits to the City:

- Improved overall service levels to the community
- Offset program costs
- Reduction in response times
- Increase in unit availability
- Reduction of service maintenance on larger response apparatus

- Potential to improve the current WSRB rating from 2 to 1 (a higher rating),
- possibly resulting in decreased insurance premium

Neighborhood/Community Interests (if known):

The degradation in private ambulance services availability, along with an increase in total call volume for BLS transport services, has had a negative impact on service levels on the Olympia Fire Department's EMS services in the City of Olympia.

Options:

1. Receive an overview of the Olympia Fire Department Basic Life Support Transport and CARES programs feasibility study, and a briefing on BLS transport provided by private ambulance services in Olympia availability and response; providing results of the City's 60-day notices to make improvements to private ambulance services operating within Olympia.
2. Do not receive an overview of the Olympia Fire Department Basic Life Support Transport and CARES programs feasibility study or a briefing on BLS transport provided by private ambulance services in Olympia availability and response; providing results of the City's 60-day notices to make improvements to private ambulance services operating within Olympia.
3. Receive the overview and the briefing at another time.

Financial Impact:

Should the Olympia Fire Department move forward with implementing a new BLS Transport/CARES program, the estimated initial cost is \$4.1 million, and will include substantial insurance billing and State GEMT revenue to offset the expenditures realized in year two. Analysis completed by FCS Group shows that the programs should be able to fully recompense the initial \$4.1 million investment by year 2029 - 2031.

Attachments:

Olympia Fire Department Presentation
FCS Group Presentation
Final Report



Basic Life Support Transport Availability and Response Briefing



**Prepared for Olympia City Council
September 13, 2022**

Presenters:
Interim Fire Chief Todd Carson
Interim Deputy Chief Mike Buchanan

olympiawa.gov/Fire



The Problem

- Decreasing availability by private ambulance services
 - Increasing on-scene times
- Decreased availability to handle concurrent emergency calls
 - Increased response times
- This problem is compounded by increased call volume
 - Increased demand on emergency response system



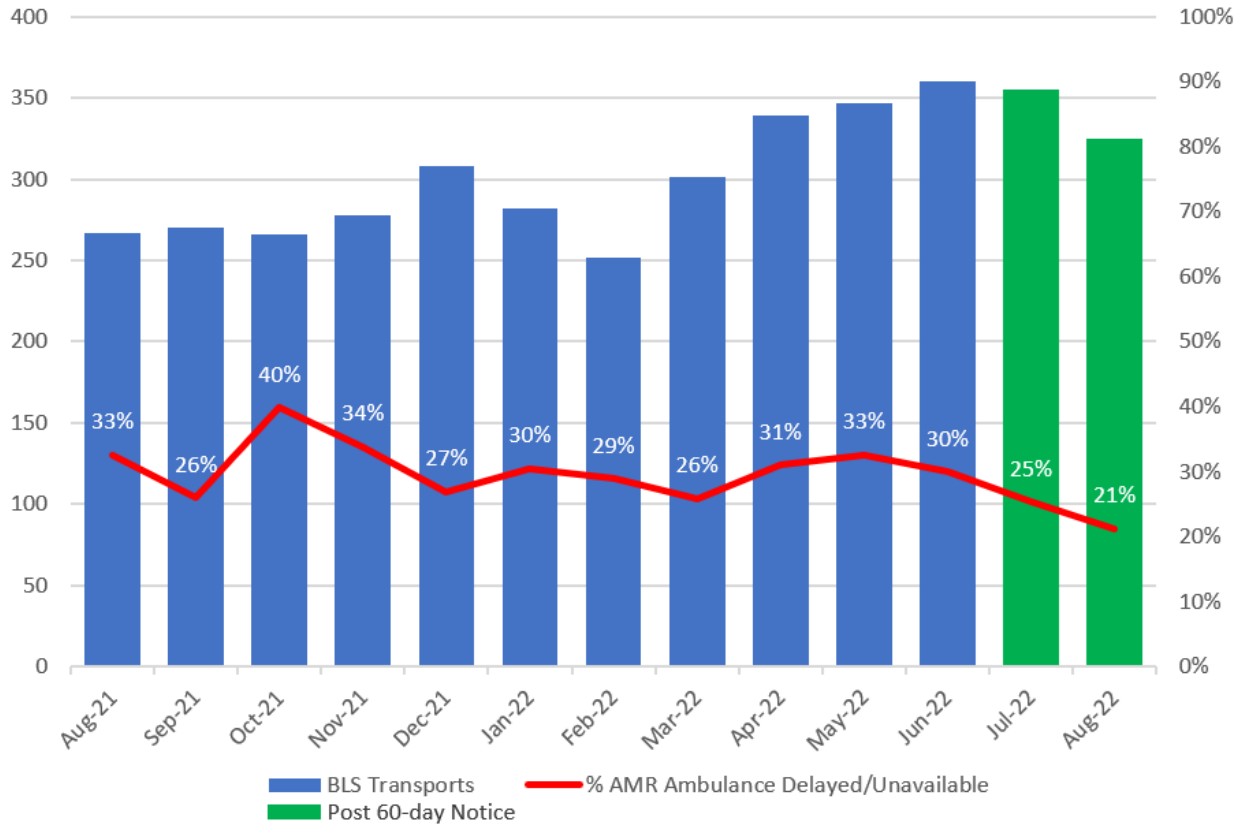
Process Review and Update

- On June 21st, Olympia City Council Approved Resolution No. M-2346
 - Finding that basic life support transport provided by private ambulance services in Olympia is inadequate
- On June 27th, 60-day notices were issued to the private ambulance services within the City of Olympia and the study published FCS
- On August 1st, to improve ambulance availability, Thurston County, to include Olympia, initiated a 90-day trial, delaying ambulance dispatch until after the patient has been evaluated
- This evening, OFD is reporting back to the Olympia City Council on the status of private ambulances service within the City of Olympia



Private Transport Unavailability Update

2021-2022 AMR Unavailable/Delayed for Transport

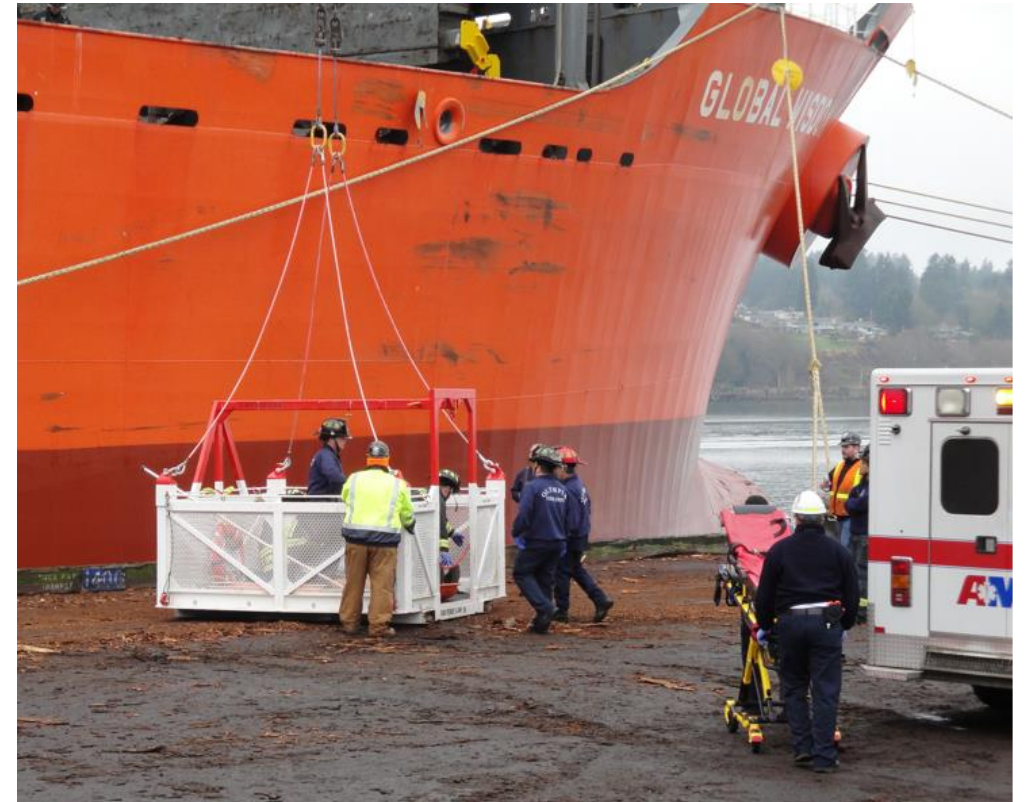
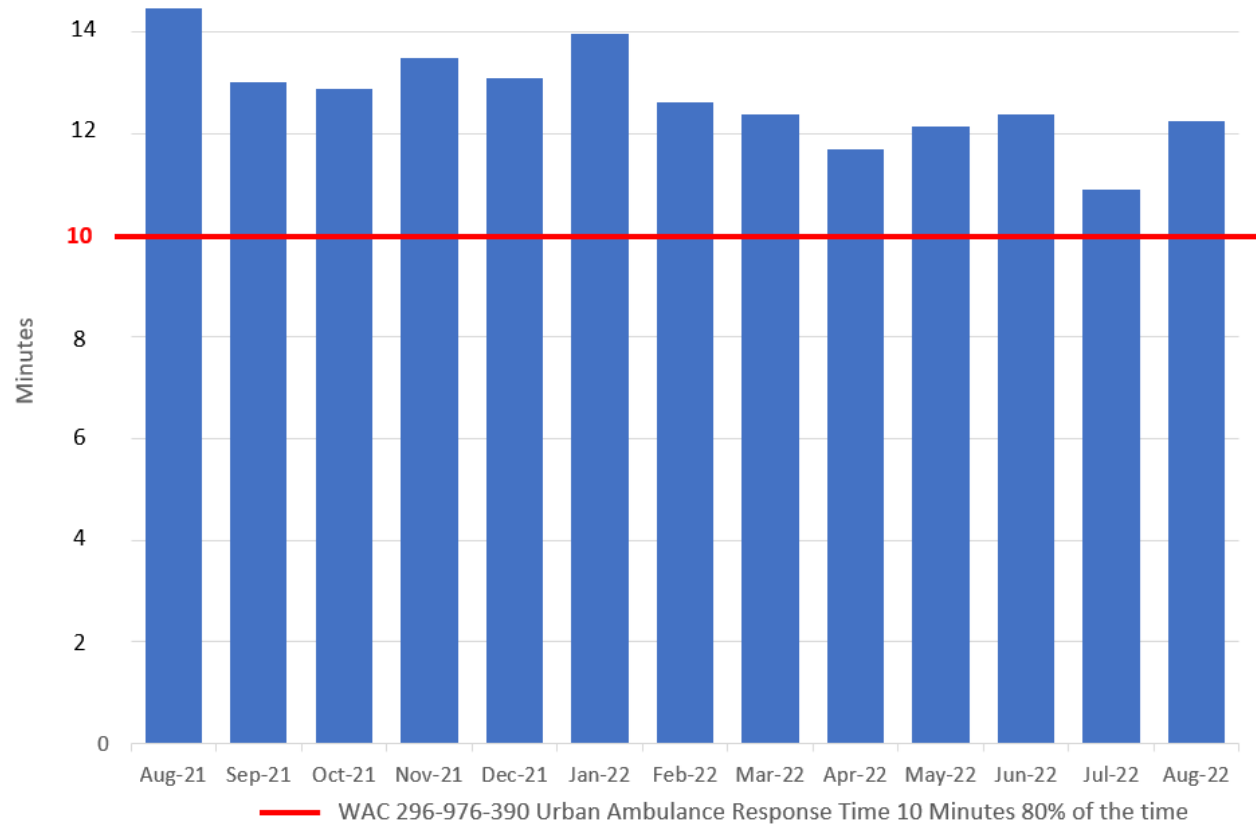


BLS Transports reflects a count of transports by AMR, Olympic, District 9, District 4. Percentage reflects transports where 'Type of Scene Delay' is indicated as Awaiting Ground Unit and Ground Unit Not Available



Private Transport Response Time

2021-2022 AMR 80% Response Time in Minutes





Conclusion

- Private ambulance services have shown a slight increase in availability but continue to not meet the demand:
 - 60-day Notices
 - Delaying ambulance dispatch until after the patient has been evaluated
- Decreased ambulance availability continues to result in increased response times to concurrent emergencies .
- The combination of lack of private ambulance services and increased call volume continues to affect our emergency response system.
- Private ambulances service within the City of Olympia continue not to meet generally accepted medical standards and reasonable levels of service.
- OFD staff to continue the workplan to establish a City operated Basic Life Support Transport program.



Thank You

Questions?





BLS / CARES Program Feasibility Analysis

Presentation to City Council
September 13, 2022

Martin Chaw, Project Manager
Skye Jiang, Sr. Analyst



Scope of Work

- City operated CARES program feasibility
 - » Community outreach and assistance programs
 - » AKA Citizen Advocates for Referral and Education Services
 - » Alternative for non-acute calls for service
- City operated Emergency Basic Life Support Transport feasibility
 - » BLS currently provided by private ambulance services
 - » Decreasing availability of private services
 - » Evaluate feasibility of creating a City owned and operated BLS program



CARES Program

- Overall findings
 - » Yes, it is a feasible program to create / operate
 - » Enhanced services to the community for non-acute incidents
 - » Reduced demand on hospital and emergency room
 - » No capacity for existing staff to administer a new CARES program
 - » Many successful models in WA, nationally and internationally
 - » Staff from other WA programs are more than happy to share their expertise
- Collaborated with Fire Department staff to identify initial operating costs and program revenues



Examples of CARES Programs

- Local
 - » Bellevue (6.5FTEs)
 - » Tacoma (14FTEs)
 - » Spokane (1FTE + EWU social work student support)
 - » Poulsbo (2.8 FTEs; operated in partnership with County FD and Olympic Peninsula Community Clinic)

- Other States and International
 - » San Diego, CA
 - » Montgomery County, TX
 - » Emergency Care Practitioner Program (National Health Service, United Kingdom)
 - » Community Paramedicine Program (Alice Springs Hospital, Australia)
 - » Community Referral by EMS Program (Toronto, Canada)
 - » Aging at Home Program (Renfrew County, Ontario Canada)



Program Benefits

Reductions in emergency calls for service

- 911 calls
- EMS encounters and costs
- Hospital emergency room visits
- Hospital readmissions

Community Benefits

- Improved health outcomes
- Increased community satisfaction with health care services

Operational Benefits

- Avoided or delayed cost of adding additional emergency response units
 - » Texas avoided \$220K, cost of adding another ambulance
 - » San Diego reported EMS encounters declined by 38%, EMS charges declined 32%, Inpatient admissions declined 9%



Operating Models

- 5 to 7 days a week operation
- Limited operating hours, typically business hours
- Staffed full time or program coordinator with support from local MSW students or with local non-profit
- Diverse staff teams (embedded social workers, pharmacists along with trained EMTs)
- For Olympia CARES, assume 3FTEs
 - » Program Administrator
 - » Social Worker
 - » Embedded EMT } *Field team*



Lessons Learned

- Work with community partners early (social service providers and hospitals)
- Be mindful of the capacity of community services that are downstream
- Proper additional staff training is a must
- Consider having a multi-disciplinary response team
 - » Envisioned for Olympia CARES – Program Administrator and Field team to include Social Worker and an EMT
- Staff must have exceptional field communication skills (with patient and health care providers)
- Leverage expertise of other CARES programs



City of Olympia CARES Costs

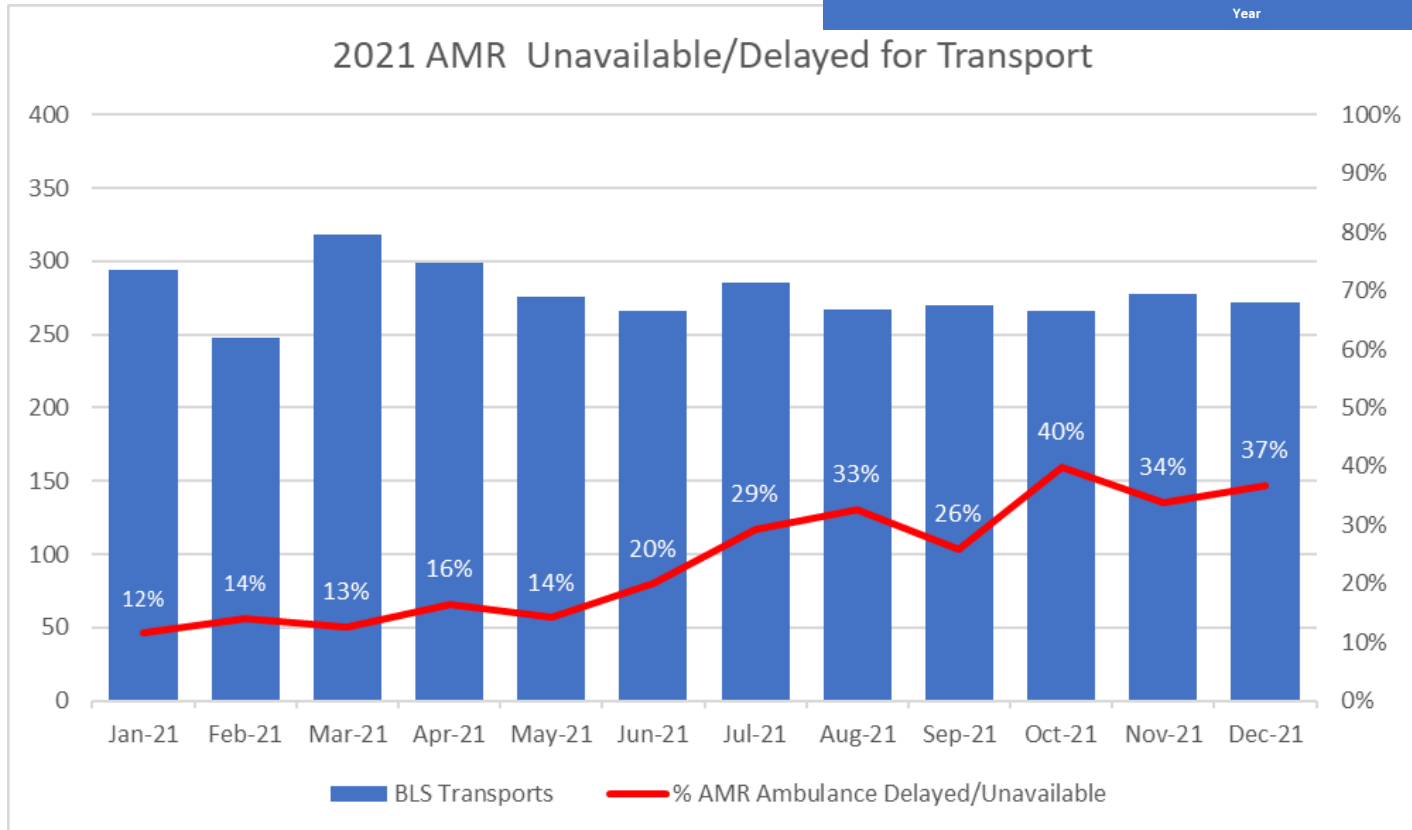
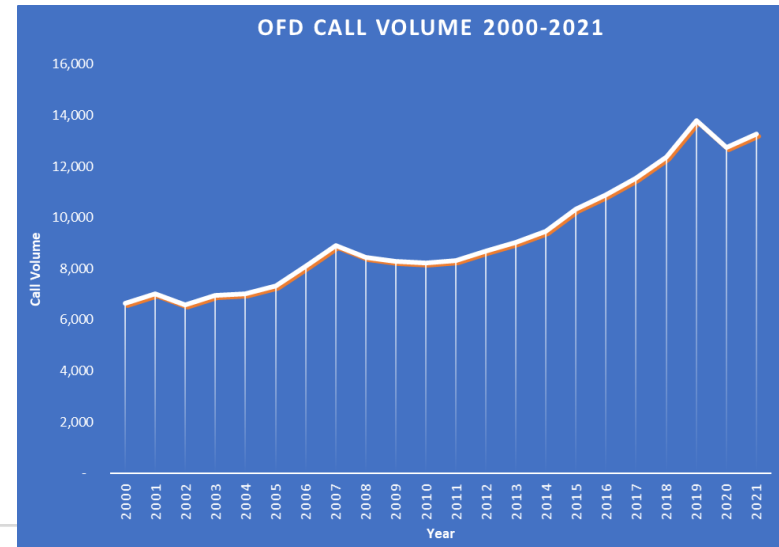
Description	Year 0 Cost (\$000s)	Year 1-5 Cost (\$000s)	Year 6-10 Cost (\$000s)	Year 0-10 Total Costs (\$000s)
Staff salary and benefits	\$310	\$1,692	\$1,889	\$3,891
Operating supplies	\$6	\$33	\$37	\$75
3 rd party billing	\$10	\$55	\$61	\$126
Training	\$3	\$16	\$18	\$37
Vehicle operating	\$4	\$22	\$24	\$50
Total	\$333	\$1,817	\$2,029	\$4,179

Staff includes Program Supervisor (1.0FTE), Behavioral Health Specialist/Social Worker (1.0FTE), EMT (1.0FTE)
Annual inflation assumed at 2.0%



BLS Background

- Gradual degradation in private transport availability
- Concurrent with increase in total call volume
- Impact service levels for EMS resources





BLS Program Feasibility

- Objectives
 - » Greater City control over services and costs
 - » Enhanced services to the community by improving service reliability and timeliness in responding to emergencies
 - » Reduce demand and improving use of EMS units
 - » Program can be scaled up as City grows
 - » Services can be augmented by CARES program for non-acute incidents
- Funding Options
 - » Patient transport charges
 - » State resources (GEMT)
 - » Interfund loan
 - » Ambulance utility rate



City of Olympia BLS Costs – 2 BLS Units

Description	Year 0 Cost (\$000s)	Year 1-5 Cost (\$000s)	Year 6-10 Cost (\$000s)	Year 0-10 Total Costs (\$000s)
Staff salary and benefits	\$2,378	\$12,977	\$14,491	\$29,846
Operating supplies	\$450	\$1,717	\$1,917	\$4,084
3 rd party billing	\$50	\$535	\$598	\$1,183
Vehicles	\$826	\$1,177	\$1,314	\$3,317
Dorm Configuration	\$30	-	-	-
Total	\$3,734	\$16,406	\$18,320	\$38,460

Staff includes Program Supervisor (1.0FTE), Program Assistant (1.0FTE), Firefighters (18.0FTEs).

Vehicles include 2 Ambulances and associated equipment.

Annual inflation assumed at 2.0%



Financial Evaluation

- Short, Mid, and Long-Term financial forecast
- Collaborated with City staff and financial specialist familiar with BLS 3rd party billing
- Financial sensitivity analysis
 - » Alternative revenue realization scenarios
 - » 2 BLS Units vs 1 BLS Unit configuration



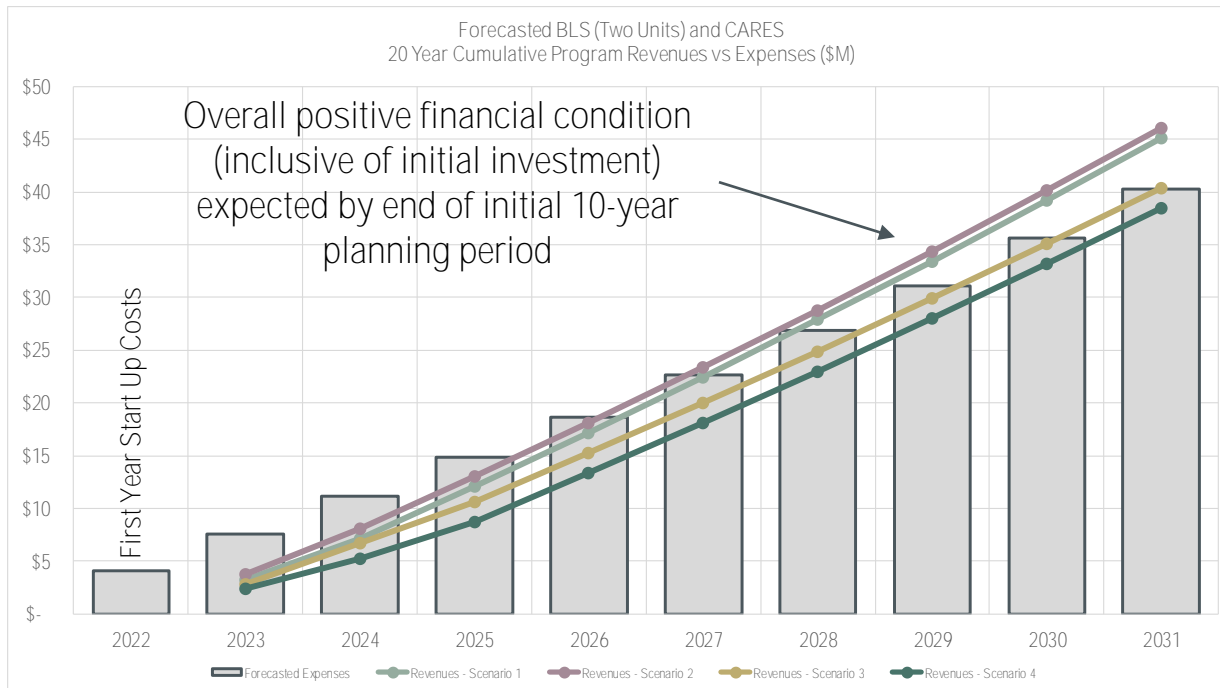
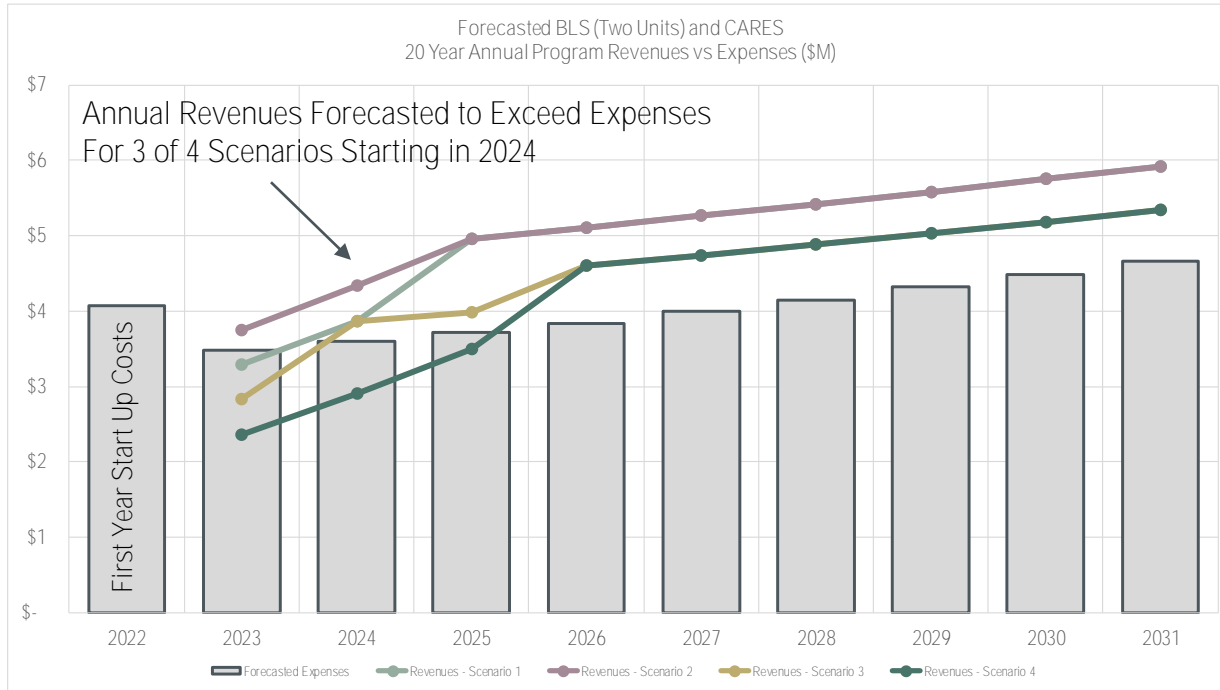
Four Scenarios Tested – 2 BLS Units

Description	Year 1	Year 2-5	Year 6-10
Avg Annual No. of BLS incidents	3,200	3,447	3,939
Avg Annual No. CARES incidents	800	862	985
Revenue Realization			
Scenario 1	n/a	50% - 80%	80%
Scenario 2 (Optimistic)	n/a	60% - 80%	80%
Scenario 3 (Best Guess)	n/a	40% - 70%	70%
Scenario 4 (Pessimistic)	n/a	30% - 70%	70%

Annual incidents growth rate assumed at 3.0%



Four Scenarios Tested – 2 BLS Units





Four Scenarios Tested – 1 BLS Unit

Description	Year 1	Year 2-5	Year 6-10
Avg Annual No. of BLS incidents	3,200	3,447	3,939
No. of transports for 1 BLS Unit	1,750	1,885	2,154
Avg Annual No. CARES incidents	800	862	985
Revenue Realization			
Scenario 1	n/a	50% - 80%	80%
Scenario 2 (Optimistic)	n/a	60% - 80%	80%
Scenario 3 (Best Guess)	n/a	40% - 70%	70%
Scenario 4 (Pessimistic)	n/a	30% - 70%	70%

Annual incidents growth rate assumed at 3.0%



City of Olympia BLS Costs – 1 BLS Unit

Description	Year 0 Cost (\$000s)	Year 1-5 Cost (\$000s)	Year 6-10 Cost (\$000s)	Year 0-10 Total Costs (\$000s)
Staff salary and benefits	\$1,298	\$7,083	\$7,910	\$16,291
Operating supplies	\$225	\$858	\$958	\$2,042
3 rd party billing	\$50	\$535	\$598	\$1,183
Vehicles	\$413	\$588	\$657	\$1,658
Total	\$1,986	\$9,065	\$10,123	\$21,174

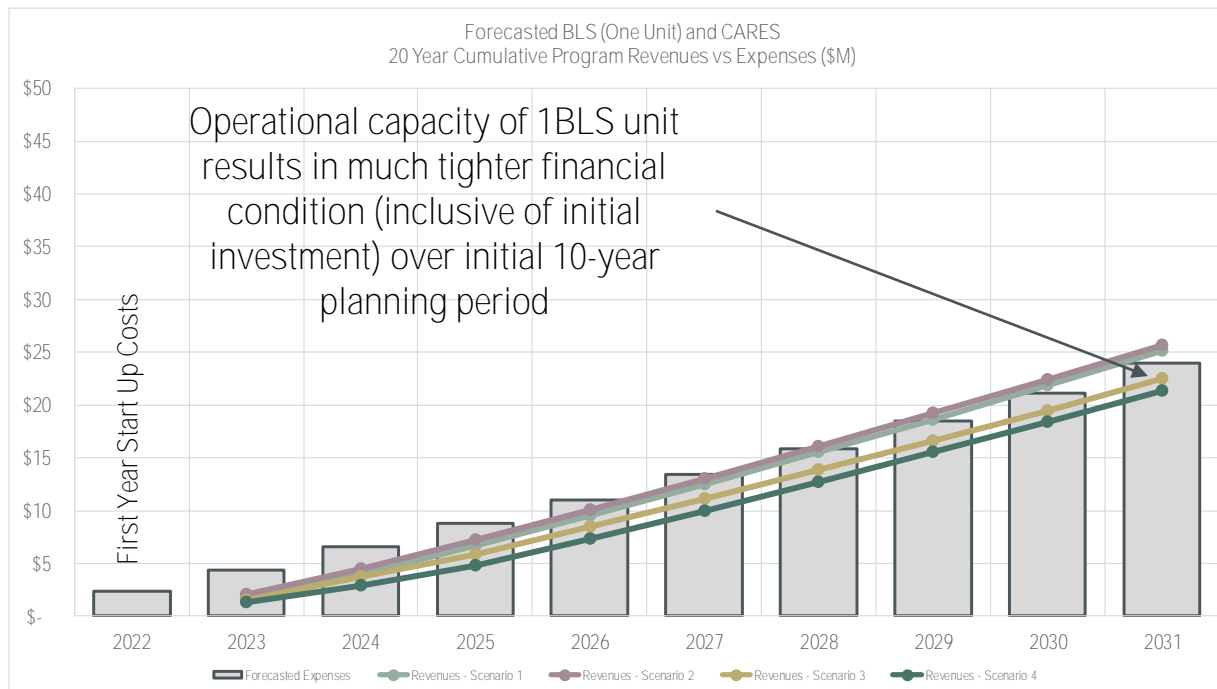
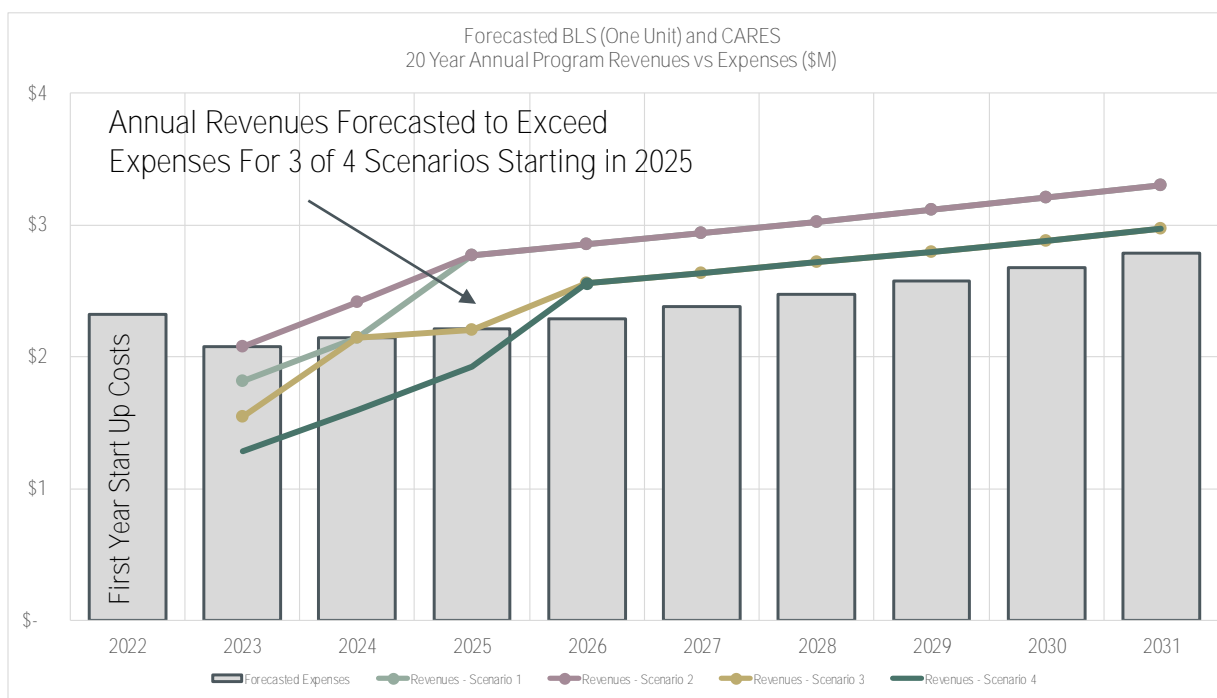
Staff includes Program Supervisor (1.0FTE), Program Assistant (1.0FTE), Firefighters (9.0FTEs).

Vehicles include 1 Ambulance and associated equipment.

Annual inflation assumed at 2.0%



Four Scenarios Tested – 1 BLS Unit





Considerations For 1 BLS unit

- No. of annual incidents will not change
- No. of transports will be limited due to capacity of 1 BLS Unit; Vision is to move to 2 BLS Units over time
- Risk mitigation strategies
 - » Apx 1,450 transports (in first year) will need service
- Engage in early discussions with private partners (Olympic Ambulance & AMR)
 - » Potentially create a contractual relationship with Olympic as a secondary response component?
 - » Private partnership to cover the timing gap period until 2nd City BLS Unit



Conclusions

- BLS/CARES program can be financially self sufficient in long term
 - » 2 Unit BLS configuration optimal
 - Improved services to community
 - Fully address present level of transport demands
 - Overall positive financial operations forecasted over initial 10-year planning period
 - » In near term, program may require ongoing financial investment
 - » CARES explore public/private partnership
 - » Holistic approach to service delivery to the community
- Program funding dependent on many variables
 - » Number of calls for BLS and CARES services
 - » Reimbursement for transport
 - » WA State GEMT reimbursement
- If City elects to fund with existing resources, important to closely monitor incidents, program costs, and transport revenues and recalibrate financial projections every 3-5 years



Next Steps

- Begin accumulating reserves in anticipation for start up costs
- Explore public / private partnership options for CARES
- Refine start up cost estimates
- Organizational management logistics



Questions?

Thank you!

May 17, 2022

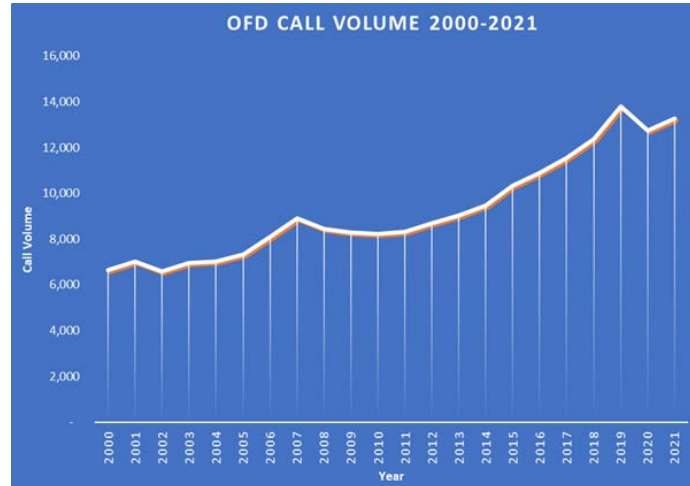
To: Chief Mark John, City of Olympia Fire Department
 From: Martin Chaw, Project Manager
 CC: Todd Chase, Principal
 Subject: **City of Olympia Financial Feasibility Analysis – BLS and CARES**

The City of Olympia serves as the Washington State capitol city and includes a total residential population of 55,960 in 2021. City services are delivered from seven departments and approximately 600 FTEs.

The City’s Fire Department (Department) includes 88 firefighters and responds to nearly 14,000 calls for service each year. The Department operates 4 fire stations and 8 emergency medical response units. The City of Olympia is presently served by two private ambulance services – *American Medical Response (AMR)* and *Olympia Ambulance Services*, although the vast majority of ambulance transport calls for service is provided by AMR.

Over the past 20 years, the number of Department calls for service increased from about 6,500 in 2000 to nearly 14,000 calls in 2019, an average increase of 4.0% annually. The following chart illustrates the growth in the annual number of calls for service between 2000 and 2021.

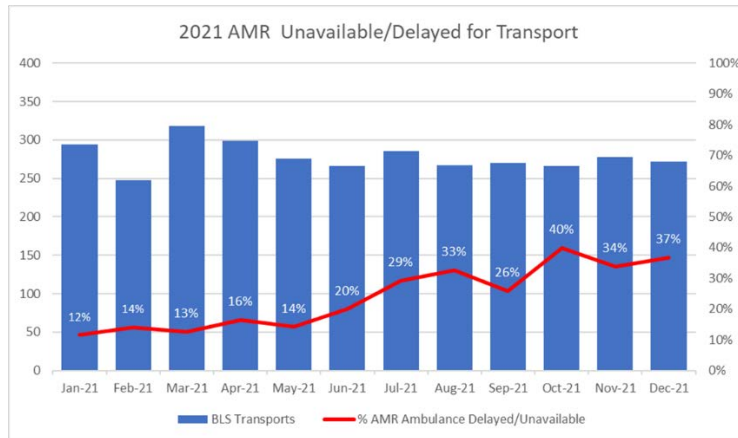
Figure 1: 20-Year Historical OFD Call Volume



In 2021, there were approximately 3,400 ambulance transports. During this same year, the City experienced decreasing availability by private ambulance providers. As shown in the chart below, the percentage of time that AMR has been unavailable or delayed to transport patients to local hospitals or emergency rooms increased from 12% at the beginning of 2021 to 37% by the end of 2021.

This has resulted in either increased on-scene times by City emergency response staff while awaiting arrival of BLS units or the necessity of using the City’s emergency response vehicles to transportation patients to the hospital. In either case, it means that the City’s emergency response units are unavailable to respond to other emergencies while they either await an AMR unit or the emergency response unit is transiting a patient to the local hospital or emergency room.

Figure 2: AMR Delayed or Unavailability to Transport



Source: City of Olympia Fire Department

FCS GROUP Scope of Work

In 2021, the City of Olympia Fire Department contracted with FCS GROUP to evaluate the financial feasibility of establishing a city-owned and operated Basic Life Support transport program and a city-owned and operated CARES program.

BLS: RCW 35.21.766 authorizes a city to establish a publicly financed ambulance service if the city determines that it is not being adequately served by existing private ambulance services. The ambulance service may be financed through either establishment of a public ambulance utility, or financed through the City’s general fund.

Citizen Advocates for Referral and Education Services (CARES): CARES is a para-medicine approach to provide non-emergency care to low-acuity patients. For example, instead of dispatching an emergency medical response unit, a CARES program dispatches a field team that could consist of a social worker and an emergency medical technician. The team is trained to provide field care to the low-acuity patient, and refer the patient to local social services for care, thereby reducing demand on the hospital and emergency room healthcare system, reducing demand on a city’s emergency medicine resources, and thus allowing emergency medicine resources to be deployed more efficiently and effectively.

Study Methodology

FCS GROUP prepared a 10-year financial forecast of BLS and CARES operating expenses and revenues. Key assumptions included:

- BLS:
 - Calls for service continue growing at 3.0%/yr from present levels (vs 4.0%/yr growth in total Departmental calls for service).
 - Per-unit revenue for BLS transports, mileage reimbursement and Washington State Ground Emergency Medicine Transport (GEMT) Medicaid reimbursement were conservatively forecasted with no growth over the study period
 - Operations include either a one-unit configuration or a two-unit configuration, and would require 11.0FTEs or 20.0FTEs, respectively, and were forecasted to grow by general and wage/benefit inflation over the study period.
- CARES:
 - Calls for service average about 800 calls for service and would grow at 3.0%/yr
 - Per-unit revenues for transports and clinical care services were conservatively forecasted with no growth over the study period
 - Operating expenses include 3.0FTEs, and were forecasted to grow by general and wage/benefit inflation over the study period.

To test the financial sensitivity of the BLS program (one-unit and two-units) and CARES programs, four alternative revenue collection scenarios were prepared and evaluated against the forecasted expenses. These four scenarios included the following assumptions on revenue collectability:

- *Scenario 1*: Initial revenue collection level of 50% gradually increasing to 80% by the end of the 10 year planning period.
- *Scenario 2*: Initial 60% revenue collection, gradually increasing to 80%
- *Scenario 3*: Initial 40% revenue collection, gradually increasing to 70%
- *Scenario 4*: Initial 30% revenue collection, gradually increasing to 70%

Scenario 4 was designed to be the most pessimistic scenario; *scenario 2* the most optimistic; and *scenario 3* was considered the best guess based on discussions with Department staff.

Study Results

FCS GROUP's analysis concludes that creating and operating a city-owned BLS and CARES program is financially feasible and that the optimal BLS configuration is a two-unit BLS program.

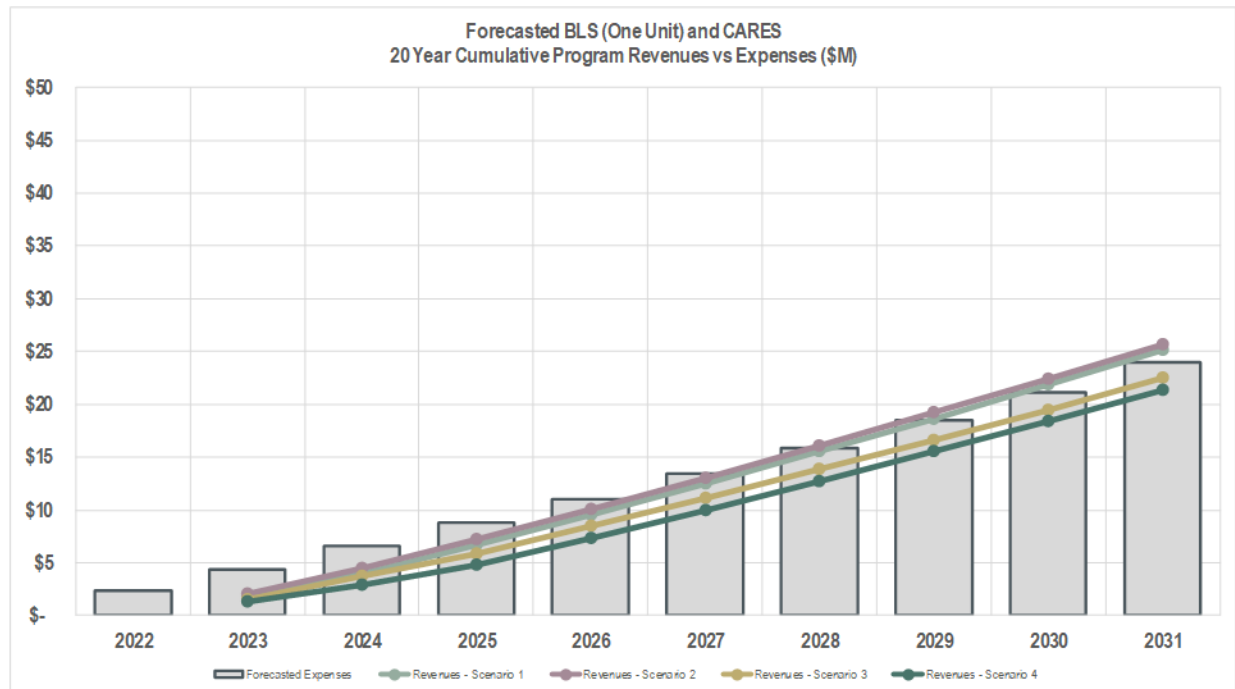
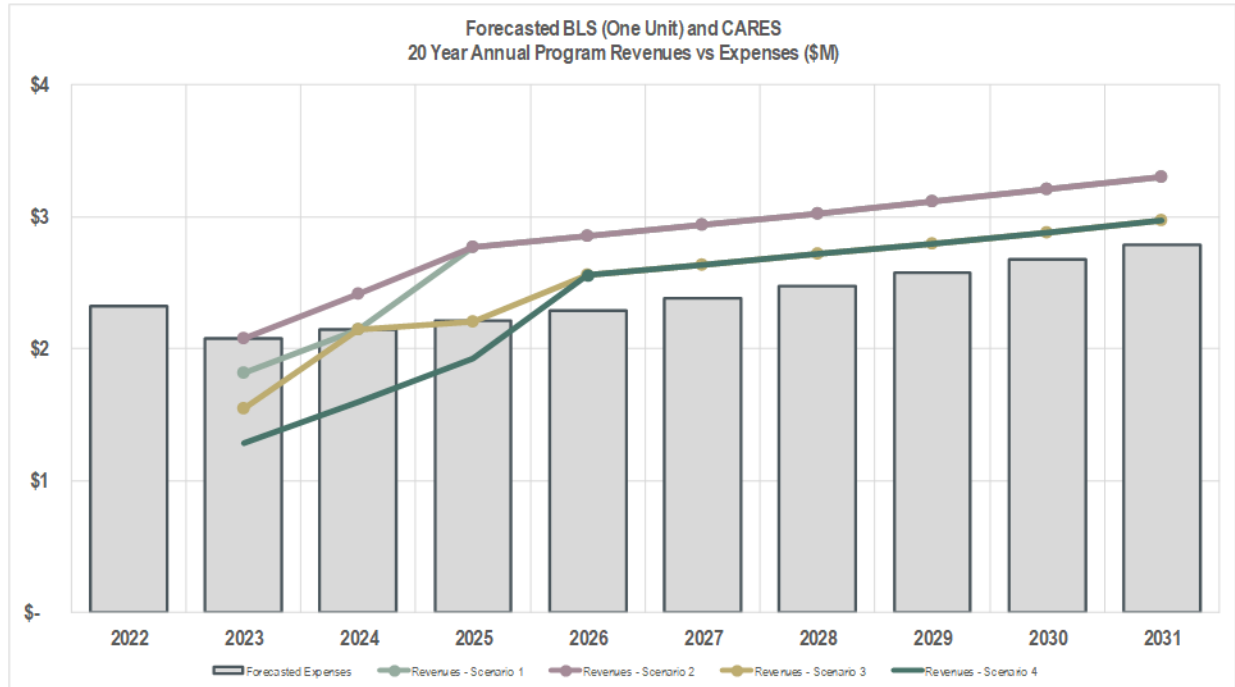
It is expected that revenue volatility due to insurance reimbursements and State GEMT reimbursements present the largest areas of financial risk. The following table highlights the key findings from our analysis.

Table 1: BLS and CARES Forecasted Calls for Service, Staffing and Operating Expenses

	BLS One-Unit Configuration	BLS Two-Unit Configuration
Average Annual No. of BLS Transports over 10-years	3,200 – 3,900	3,200-3,900
Average Annual No. of CARES incidents over 10-years	800-990	800-990
BLS Staffing Assumed	11FTEs. <ul style="list-style-type: none"> ● Program Supervisor (1.0FTE) ● Program Assistant (1.0FTE) ● Firefighters (9.0FTEs) 	20 FTEs. <ul style="list-style-type: none"> ● Program Supervisor (1.0FTE) ● Program Assistant (1.0FTE) ● Firefighters (18.0FTEs)
CARES Staffing Assumed	3 FTEs. Includes: <ul style="list-style-type: none"> ● Program Supervisor (1.0FTE) ● Behavioral Health Specialist/Social Worker (1.0FTE) ● EMT (1.0FTE) 	3 FTEs. Includes: <ul style="list-style-type: none"> ● Program Supervisor (1.0FTE) ● Behavioral Health Specialist/Social Worker (1.0FTE) ● EMT (1.0FTE)
BLS Equipment / Supplies	1 Ambulance and associated equipment	2 Ambulances and associated equipment
CARES Equipment / Supplies	No additional vehicle needed; operating supplies only	No additional vehicle needed; operating supplies only
Forecasted Operating Costs – 10 Year Total	\$25.4 million	\$42.7 million

The following graphics summarize the annual and cumulative financial performance under a one-unit and a two-unit configuration.

**Figures 3 and 4: Annual and Cumulative Financial Performance
 Combined BLS and CARES (One Unit BLS Configuration)**



**Figures 5 and 6: Annual and Cumulative Financial Performance
 Combined BLS and CARES (Two Unit BLS Configuration)**

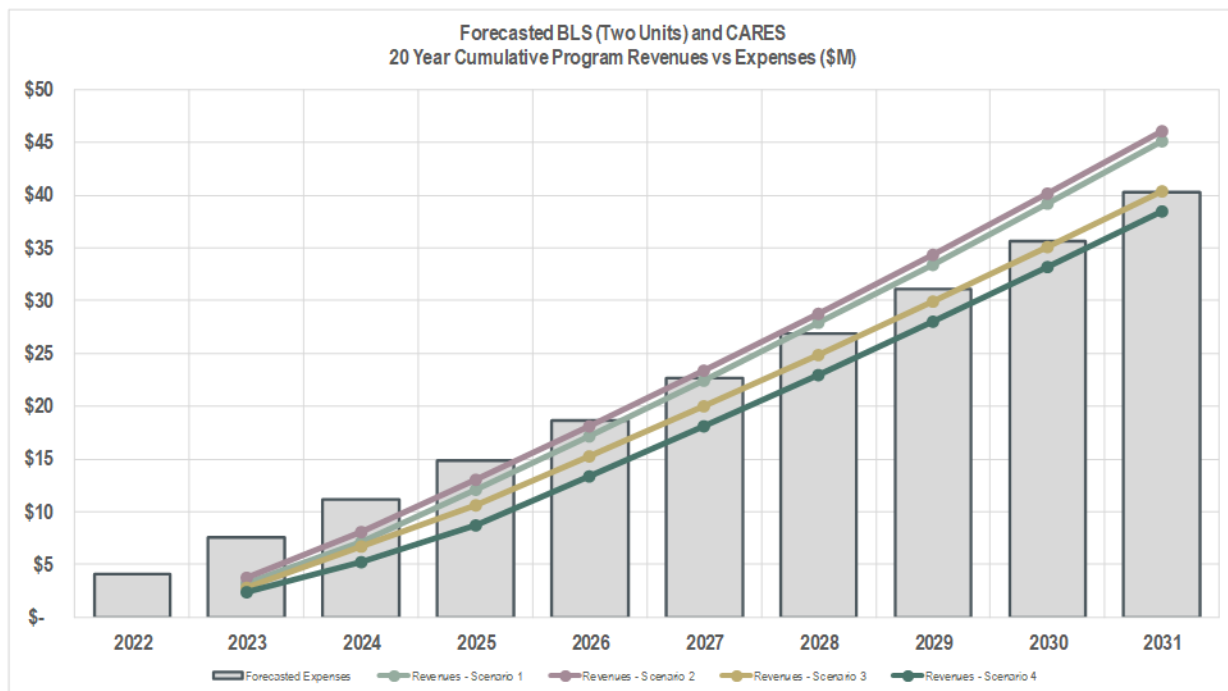
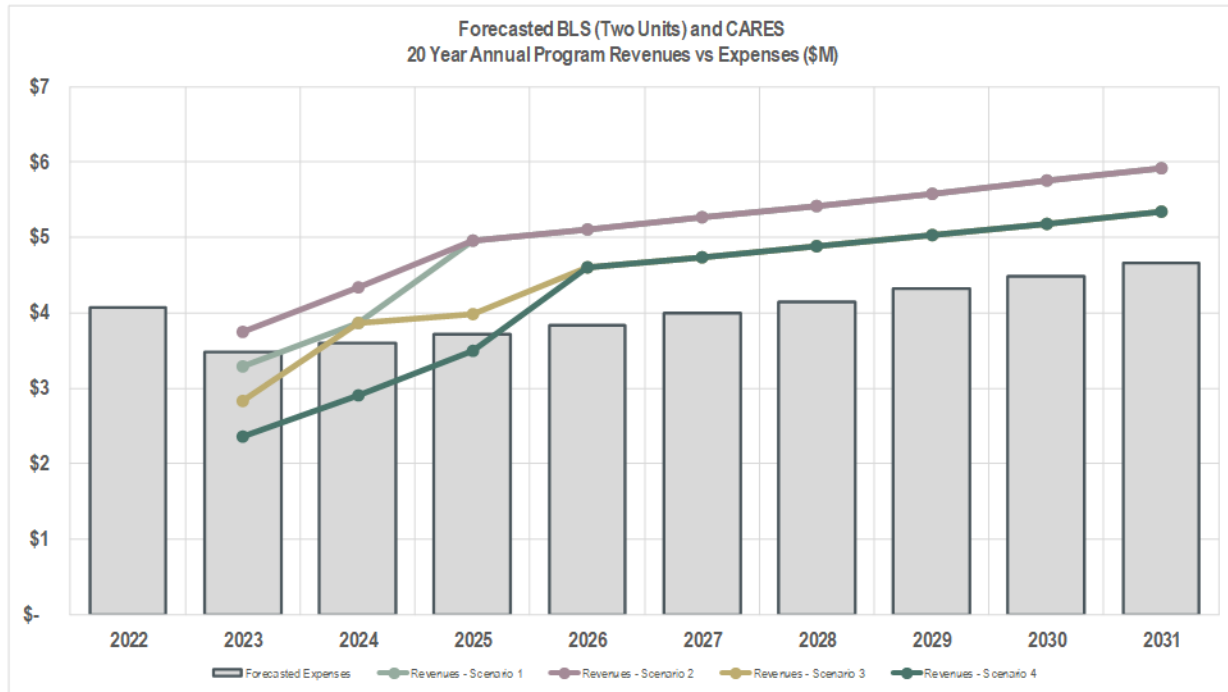


Table 2: BLS and CARES Forecasted Financial Performance

	BLS One-Unit Configuration	BLS Two-Unit Configuration
BLS and CARES Forecasted Expenses – 10 Year Total	\$25.4 million	\$42.7 million
BLS and CARES Forecasted Revenues – 10 Year Total	\$21.4 million - \$25.7 million	\$38.5 million - \$46.1 million
Ability to respond to current BLS calls for service	Limited, unless the City eventually moves to a two-unit configuration.	City should be able to respond to all BLS calls for service.
Conclusion and considerations	Long-term financially feasible, but the operating margin is very small due to the relatively limited number of BLS responses under a one-unit configuration.	Long-term financially feasible. The likelihood of positive operations is greater due to the relatively larger number of BLS responses under a two-unit configuration.
Considerations	City could start with one unit, but should add a second unit in the near future. Staffing up to a one-unit configuration will take time, and the City should begin planning as soon as possible.	Two-unit configuration enable the Department to fully respond to current calls for service Staffing up to a one-unit configuration will take time, and the City should begin planning as soon as possible.

Conclusions.

A city-owned and operated BLS program and CARES program can be financially self sufficient in the long term. A two-unit BLS configuration is the more optimal configuration. Both a one-unit and two-unit configuration would result in the following community benefits:

- Improved services to the community.
- Fully address present level of ambulance transport demands (two-unit BLS only).
- In the long term, overall positive financial operations is forecasted (two-unit BLS likely to have a greater likelihood of achieving positive financial performance).

In summary, creating city-owned and operated BLS and CARES programs can augment the City’s existing emergency response services. This three-pronged approach would result in a holistic approach to providing health care services to the community while simultaneously deploying emergency medical resources more efficiently and effectively.

APPENDIX A

CITIZEN ADVOCATES FOR REFERRAL AND EDUCATION SERVICES (CARES)

Summary

The CARES program is a community paramedic model of delivering health care services to low-acuity patients. Services and community benefits of CARES include referral to primary and preventive care; provide wellness interventions within the medical home model; decrease emergency department utilization; healthcare cost savings; and improve patient outcomes using emergency medical service providers in an expanded role.

Several CARES program is presently in operation in Washington State. These include the cities of Bellevue, Tacoma, Spokane, and Poulsbo. Providers from these four cities shared the following program startup tips:

- Work with community partners early (social service providers and hospitals).
- Be mindful of the capacity of community services that are downstream.
- Proper additional staff training is a must.
- Consider having a multi-disciplinary response team.
- Staff must have exceptional field communication skills (with patient and health care providers).
- Leverage expertise of other CARES programs.

Based on discussions with the City of Olympia Fire Department, a 3.0FTE team is envisioned for the Olympia CARES program. This includes 1.0FTE Program Administrator, 1.0FTE Social Worker and 1.0FTE Emergency Medical Technician.

Washington State Cares Programs – Profile

The following tables summarize operations for each of the aforementioned CARES programs.

City of Bellevue, WA

Description provided by the City	<p>In recent years, a number of fire agencies throughout the country have established community outreach and assistance programs often known by the acronym CARES (Citizen Advocates for Referral and Education Services). This internal referral service, utilized by the Bellevue Fire and Police departments, is a truly innovative way to reach residents in our community outside of the 911 emergency system. Bellevue firefighters and police officers frequently respond to incidents where additional needs are identified that are outside their scope of responsibilities; for example, a frequent fall patient who would benefit from grab bars, a homeless person needing a gateway to housing, or an elderly woman overwhelmed by caring for her ailing husband at home.</p> <p>In cases like these, firefighters or police can notify the Bellevue Fire CARES team for intervention. CARES advocates meet with residents in their homes, identify their needs and connect them to community resources that will better meet those needs than a call to 911.</p>
Staffing	<p>Total 6.5FTEs.</p> <ul style="list-style-type: none"> • 4.0FTE Social Workers (MSW). • 1.0FTE Field Education Supervisor (MSW). • 1.0FTE Case Management Specialist (MSW). • 0.5 FTE Admin. Assistant. • Unpaid: 12-16 CARES Student Advocates.
Annual Budget	\$970,000.

City of Tacoma, WA

Description	<p>Tacoma Fire Department and Tacoma Police Department have partnered to coordinate a crisis response team to support first responders and community interactions with a patient suffering from acute behavioral and/or substance abuse needs. This team is equipped with licensed Designated Crisis Responders and behavioral health case management who are able to assess acute needs and determine and execute plans for the individuals moving forward.</p> <p>Services include:</p> <ul style="list-style-type: none"> • Assist individuals in making healthy choices and connect with needed health services. Health services include physical health (chronic illnesses, etc.), mental health and well being, chemical dependency (opioid, alcohol, etc.), and social (food, transportation). • Partner with multi-family addresses to generate strategies to assist residents with health and social needs. • Partner with local community health and social services to support community-wide efforts to ensure the safety of our citizens and improve the health of our community.
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Staffing	Total 14FTEs. <ul style="list-style-type: none"> • 1.0FTE Program Director. • 3.0FTE Behavioral Health Specialists. • 3.0FTE Registered Nurse Practitioner. • 2.0FTE Office Assistants. • 1.0FTE Management Analyst. • 4FTE Case Managers (including 2 that work part time).
Annual Budget	\$2.5 million.
Cited Benefits	5,000 911 calls reduced. 2,500 reduced ER visits.

City of Spokane, WA

Description	The primary goal of the CARES Team is to improve quality of life and reduce unnecessary use of the emergency health care system by addressing a client’s needs based on the social determinants of health. Many times, Fire Department personnel encounter an individual who has significant needs apart from their physical health needs. When they encounter these situations, Fire Department EMS providers make a referral to the CARES Team requesting a follow-up visit. The CARES Team Manager then assigns team members, comprised of Eastern Washington University School of Social Work students, to visit the client referred by the firefighters. The Team makes contact with the client and completes a thorough social service needs assessment. The Team develops a plan for connecting the client with community resources that address his or her needs.
Staffing	1.0FTE. Volunteers from Eastern Washington University, School of Social Work.
Annual Budget	Salary for 1.0FTE.
Cited Benefits	70% Reduction in use of emergency room. 428 Referrals to social services (51% increase since 2017). 341 Connected individuals to community resources and support.

City of Poulsbo, WA

Description	Launched in January 2021, CARES responds to individuals struggling with behavioral health issues and helps them navigate the situation — whether they need medical attention, mental health care, substance use disorder services, or other kinds of care. Staffed by a firefighter/EMT trained in crisis intervention and a behavioral health professional, the CARES unit is a multidisciplinary team aiming to prevent crisis by being proactive in the field.
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	<p>The goal of the CARES program is to connect individuals to appropriate care and services and to reduce the impact of non-emergency calls on fire and police departments.</p> <p>Poulsbo Fire CARES accepts fire and police referrals across North Kitsap communities — including Poulsbo, Suquamish, and Bainbridge. During this challenging time, many of our most vulnerable don't know where to turn. Getting help can feel overwhelming. We're here to help community members take the first step.</p> <p>The Poulsbo CARES program is operated under a 3-way relationship – County fire department, City of Poulsbo, and the Olympic Peninsula Community Clinic.</p>
Staffing	<p>1.0FTE (KCFD#18).</p> <p>0.8FTE Social Worker (Olympic Peninsula Community Clinic).</p>
Annual Budget	<p>\$470,000</p>
Cited Benefits	<p>No formal report, but City is seeing less use of emergency room resources and the program receives strong support by the community, which they feel is a key part of their success.</p>



City Council

Review and Approve the Draft 2023 Legislative Agenda

Agenda Date: 9/13/2022
Agenda Item Number: 6.B
File Number: 22-0836

Type: decision **Version:** 1 **Status:** Other Business

Title

Review and Approve the Draft 2023 Legislative Agenda

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Review, and after discussion, move to approve the draft 2023 City of Olympia legislative agenda.

Report

Issue:

Whether to approve the draft 2023 legislative agenda.

Staff Contact:

Susan Grisham, Legislative Liaison, 360.753.8244

Presenter(s):

Susan Grisham, Legislative Liaison

Background and Analysis:

Earlier this year, the Council shared their preliminary ideas for the 2023 legislative session agenda. Staff will share a draft of the 2023 legislative agenda based on that feedback.

Neighborhood/Community Interests (if known):

There are no specific community concerns regarding this item.

Options:

1. Approve the draft legislative agenda with no modifications.
2. Provide feedback on the draft legislative agenda and approve with modifications.
3. Do not provide feedback or approve the draft 2022 legislative agenda.

Financial Impact:

This item does not have a financial impact.

Attachments:

Draft 2023 Legislative Agenda

Olympia's 2023 Legislative Agenda

Olympia™

Investing in the Capital City

- Olympia is the front door of Washington's State government.
- As the Capital City, Olympia embraces its role as host to the state.
- We value State employees and visitors who work, shop and dine in our downtown.

DRAFT

Olympia City Council

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Jim Cooper
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Rich Hoey, Interim Assistant City Manager
Debbie Sullivan, Assistant City Manager

Further State Resources and Support to Address Homelessness, Affordable Housing, Mental Health and Chemical Dependency Services

Olympia has the highest percentage of rent-burdened households and concentration of unhoused individuals in Thurston County.

The City of Olympia supports

- State leadership and support for renter/tenant protections, including rent stabilization and tenant screening.
- An amendment to the Residential Landlord-Tenant Act, specifically section RCW 59.18.040(1) exempting facilities established and operated by religious organizations and government entities.
- State leadership to address the Condominium Act that currently sets a higher construction warranty standard for condos than for houses or apartment buildings, which limits types of housing being built.
- State leadership to further expand mental health and chemical dependency resources.
- Legislation to address statewide Missing Middle housing.
- Development of strategies to address income disparity.

OTHER PRIORITIES IMPORTANT TO OLYMPIA

Further Legislative Action Related to Climate Change and Statewide Climate Justice Initiatives

- Further State leadership is needed to reduce greenhouse gas emissions from the built environment, transportation and other sectors.
- Legislation that focuses on building and residential electrification and energy production to help reduce emissions, to include requiring utilities to have a plan to achieve reductions in greenhouse gas emissions.
- State funding support is needed to help advance local climate mitigation and sea level rise adaptation efforts identified in the Regional Climate Mitigation Plan.

Funding for Deschutes Estuary

- State support for funding design and construction of Deschutes Estuary.

Legislation that Reduces Gun Violence

- Further State leadership is needed to put safeguards in place to prevent gun violence in public spaces, to include expanding the prohibition of open carry to all publicly owned facilities.

Solid Waste Reduction

- Legislation that reduces packaging and plastics, as well as improves recycling markets in Washington State.

\$1M for Structural and Design Improvements for the Armory to be Converted into an Olympia Cultural Campus

- The funding would assist with ADA compliance hazardous material survey and abatement; exterior right-of-way improvements (additional/accessible parking, sidewalks, exterior lighting, safety and code improvements); landscape improvements; retrofit windows; design fees; and permitting.

Changes to the Property Tax Levy Lid Lift

The current 1% levy lid restricts revenue growth when costs are increasing more than 1% per year. The City Supports:

- Raising the levy lid lift more than 1% for specific projects or initiatives.
- Raising the levy lid lift based on the rate of inflation or 1% annually, whichever is higher.

Support for \$1M Grant for the Armory

- The Armory has been included in the ranked list of projects that will be recommended for Inclusion in the Washington State Historical Society's Budget.
- The funding would support critical code improvements, stabilize the building envelope and better ADA accessibility.

Support for \$3.5M in Grants for Parks Projects

- Several Olympia Parks projects have been included in the ranked list of projects that will be recommended for inclusion in the Washington Wildlife and Recreation Program Budget.
- The funding would support the development of Yelm Highway Park and improvements to Kaiser Woods.

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City Council

Executive Session Pursuant to RCW 42.30.110 (1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter

Agenda Date: 9/13/2022
Agenda Item Number: 10.A
File Number: 22-0827

Type: executive session **Version:** 1 **Status:** Executive Session

Title

Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter