



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501  
Information: 360.753.8441

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Tuesday, April 28, 2026

6:00 PM

Council Chambers, Online and Via  
Phone

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Watch the meeting at [www.olytv3.com](http://www.olytv3.com)

Register for virtual public comment:

[https://us02web.zoom.us/webinar/register/WN\\_tUOoH8rxR4SFbnQ3gEyVOA](https://us02web.zoom.us/webinar/register/WN_tUOoH8rxR4SFbnQ3gEyVOA)

### 1. ROLL CALL

#### 1.A ANNOUNCEMENTS

#### 1.B APPROVAL OF AGENDA

### 2. SPECIAL RECOGNITION

#### 2.A [26-0313](#) Special Recognition - Proclamation Recognizing Olympia Bicycle Month

Attachments: [Proclamation](#)

#### 2.B [26-0312](#) Special Recognition - Proclamation Recognizing Public Service Employees Month

Attachments: [Proclamation](#)

### 3. PUBLIC COMMENT

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

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

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

### COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

### 4. CONSENT CALENDAR

*(Items of a Routine Nature)*

- 4.A [26-0308](#) Approval of April 14, 2026 City Council Meeting Minutes  
**Attachments:** [Minutes](#)
- 4.B [26-0316](#) Approval of April 21, 2026 Olympia City Council Study Session Minutes  
**Attachments:** [Minutes](#)
- 4.C [26-0301](#) Approval of a Resolution Authorizing the City Manager to Sign a Restrictive Covenant Dedicating the Use of City-Owned Property for a Children's Museum for Ten Years  
**Attachments:** [Resolution](#)  
[Restrictive Covenant](#)
- 4.D [26-0310](#) Approval of a Resolution Authorizing the City Manager to Sign an Asset Transfer Agreement with Thurston Communications 911 (TCOMM911)  
**Attachments:** [Agreement](#)  
[Resolution](#)
- 4.E [26-0315](#) Approval of a Resolution Authorizing an Extension of the Agreement with OIR Group for Civilian Police Auditor Services  
**Attachments:** [Resolution](#)  
[Agreement](#)  
[Amendment](#)
- 4.F [26-0322](#) Approval of a Resolution Appointing Paul Horton to Serve on the Independent Salary Commission  
**Attachments:** [Resolution](#)  
[Ordinance](#)

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

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

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

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

- 6.A [26-0314](#) Report on the New Format of the Monthly Financial Report and Discuss the 2027 Budget Calendar  
**Attachments:** [Monthly Financial Report Webpage](#)  
[Council Calendar](#)

#### **7. CONTINUED PUBLIC COMMENT**

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

- 8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**
- 9. CITY MANAGER'S REPORT AND REFERRALS**
- 10. ADJOURNMENT**

*The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Assistant to the City Manager at 360.753.8441 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 Olympia Bicycle Month

**Agenda Date:** 4/28/2026  
**Agenda Item Number:** 2.A  
**File Number:**26-0313

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

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#### **Title**

Special Recognition - Proclamation Recognizing Olympia Bicycle Month

#### **Recommended Action**

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

Not referred to a committee.

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

Proclaim May as Olympia Bicycle Month.

#### **Report**

##### **Issue:**

Whether to proclaim May as Olympia Bicycle Month.

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

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

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

Kristin Gilkerson, Senior Program Specialist, City of Olympia  
Ali Fuller, Bicycle Community Challenge Coordinator, Intercity Transit

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

##### The Bicycle Community Challenge

Intercity Transit's 39th Annual Thurston County Bicycle Community Challenge (BCC) happens in May. Participants are encouraged to ride their bicycle to commute, to run errands, or just for fun. Bicycling is an important way for people to get outdoors and boost their well-being. When people ride their bikes instead of driving, it reduces greenhouse gas emissions and vehicle miles traveled, which are two policy goals for the City and the Thurston region.

Last year, 701 people in Thurston County took part in the BCC. They biked 76,158 miles to run errands, go to school or work, visit friends, go shopping, or explore their neighborhood. Among them were 30 City employees and family members, who rode a total of 2,206 miles.

What the City is doing this year to support bicycling

This year, the City will complete the 4th Avenue and Plum Street Pedestrian and Bike Improvements Project to make this intersection safer for everyone who uses it. The planned changes include a separated bike lane and crossing improvements.

We are currently constructing the Fones Road Corridor Project to create safer conditions for bicyclists, pedestrians, and drivers. Bike improvements include a separated bike lane on both sides of the street and an improved crossing at the Karen Fraser Woodland Trail.

We will change Pacific and State Avenues from Sawyer Street to Fir Street to create better conditions for people biking, walking, and taking transit through this area. This project includes parking separated bike lanes, concrete islands, and green pavement markings to highlight areas dedicated to bicyclists.

Lastly, we will build the Martin Way Safety Project between the Chehalis Western Trail and Sleater-Kinney Road. Planned changes include two enhanced crosswalks and a separated bike lane behind a raised bus platform.

**Climate Analysis:**

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

**Equity Analysis:**

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

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

**Attachments:**

Proclamation

**PROCLAMATION**

*WHEREAS, riding a bicycle can improve Olympians' mental and physical health and well-being; and*

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

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

*WHEREAS, bicycling instead of driving can help Olympia achieve the Comprehensive Plan's goal of net zero emissions by 2040; and*

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

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

*WHEREAS, the City's Transportation Benefit District sales tax collects approximately \$3.1M annually for bicycle and active transportation projects; and*

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

*WHEREAS, Intercity Transit, with the support of many local businesses and organizations, is hosting the 39<sup>th</sup> Annual Bicycle Community Challenge during the month of May and Bike to Work Day on May 14, 2026.*

*NOW, THEREFORE, BE IT RESOLVED that in recognition of the 56<sup>th</sup> Earth Day and the 69<sup>th</sup> National Bike Month, the Olympia City Council hereby proclaims the month of May 2026 as*

***"OLYMPIA BICYCLE MONTH"***

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

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 28<sup>th</sup> DAY OF April, 2026.***  
***OLYMPIA CITY COUNCIL***

***Dontae Payne***  
***Mayor***



## City Council

### Special Recognition - Proclamation Recognizing Public Service Employees Month

**Agenda Date:** 4/28/2026  
**Agenda Item Number:** 2.B  
**File Number:**26-0312

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

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#### **Title**

Special Recognition - Proclamation Recognizing Public Service Employees Month

#### **Recommended Action**

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

Not referred to a committee.

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

Recognize the employees of the City of Olympia for their service during national Public Service Recognition Week, Professional Municipal Clerk Week, Economic Development Week, National Police Week, Emergency Medical Services Week, and National Public Works Week.

#### **Report**

##### **Issue:**

Whether to recognize the employees of the City of Olympia for their service during national Public Service Recognition Week, Professional Municipal Clerk Week, National Police Week, Emergency Medical Services Week, and National Public Works Week.

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

Stacey Ray, Assistant City Manager, 360.753.8046

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

Jay Burney, City Manager, City Manager's Office, 360.753.8740

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

Since 1985, the first week of May has been celebrated as Public Service Recognition Week. The employees of the City of Olympia work each day to deliver essential services to residents and to take on the most important and formidable challenges facing our City. They do this, and much more, with dedication, ingenuity, and a strong sense of commitment to the well-being of the City. In 2026, Public Service Recognition Week is celebrated on May 3-9.

Through the month of May, several groups of public servants are also honored, and we wish to call out City employees who serve the community in those fields:

- Professional Municipal Clerk Week is May 3-9, 2026
- Economic Development Week is May 4-9, 2026
- National Police Week is May 10-16, 2026
- Emergency Medical Services Week is May 17-23, 2026
- National Public Works Week is May 17-23, 2026

We also recognize that the City of Olympia is home to the largest body of state government employees in Washington, and their service to the state and contributions to the City enrich the livability and vitality of both. We honor their service during Public Service Recognition Week and beyond.

We also acknowledge those serving the public at the Federal level, whose work, value, and contributions are respected and honored.

**Climate Analysis:**

This is not expected to impact any of the climate mitigation sectors.

**Equity Analysis:**

Public service and public servants reflect the full diversity of our community and our nation. Historically, since the early 20th Century, public sector jobs, have provided steady, valuable work for people of color.

**Financial Impact:**

No financial impact.

**Attachments:**

Proclamation



CITY OF OLYMPIA



# Proclamation

*WHEREAS, since 1985, Public Service Recognition Week has been celebrated during the first week of May to honor the people who serve our communities as federal, state, county, municipal and tribal government employees; and*

*WHEREAS, public servants are our family, our neighbors, and our friends, who every day, with efficiency and integrity, provide the diverse services our community demands of its government; and*

*WHEREAS, currently at the Federal level, the work, value and contributions of public servants are being treated with skepticism and scorn; and*

*WHEREAS, without these public servants at every level, the continuity of our democracy would be impossible in a system that regularly changes its leaders and elected officials; and*

*WHEREAS, public servants make crucial contribution in every American community, reflect the full diversity of our nation, and deliver on the promise of government for the people and by the people; and*

*WHEREAS, throughout the month of May, we honor a number of specific groups of public servants who deserve to be highlighted; and*

*WHEREAS, on May 3-9, 2026, we honor one of the oldest roles in public service– the Professional Municipal Clerk – and recognize City Clerks for their vital work in promoting government transparency and ensuring public records are open and accessible to all members of the community; and*

*WHEREAS, on May 4-8, 2026, we celebrate Economic Development Week and acknowledge the contributions made by professional economic developers to create more economically vibrant and livable communities and to forge equitable paths to prosperity for all members of the community; and*

*WHEREAS, on May 10-16, 2026, we recognize National Police Week and honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy; and*

*WHEREAS, on May 17 -23, 2026, we honor EMS Week and acknowledge that emergency medical services is a vital public service; that access to quality emergency care dramatically improves survival and recovery rates for those suddenly ill or injured; and that emergency medical services fill an important gap in out-of-hospital care; and*

*WHEREAS, May 17-23, 2026, also marks the 66th annual National Public Works Week; and reminds us that we are able to have clean water, safe streets, reliable infrastructure and a livable community because of public works; and that public works employees make a substantial contribution to protecting the health, safety and quality of life of our residents; and*

**NOW, THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim**

**MAY 3-9 AS PUBLIC SERVICE RECOGNITION WEEK  
MAY 3-9 AS PROFESSIONAL MUNICIPAL CLERK WEEK  
MAY 4-8 AS ECONOMIC DEVELOPMENT WEEK  
MAY 10-16 AS NATIONAL POLICE WEEK  
MAY 17-23 AS EMS WEEK AND  
MAY 17-23 AS NATIONAL PUBLIC WORKS WEEK**

*in the City of Olympia and urges all residents to consider how the work of Olympia’s public servants improves their lives and to recognize the devotion, the sacrifice and the commitment of the employees of the City of Olympia and the many other public servants who support us on the county, state and federal levels.*

**SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 28th DAY OF APRIL 2026.**

**OLYMPIA CITY COUNCIL**

**Dontae Payne  
Mayor**





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

## City Council

### Approval of April 14, 2026 City Council Meeting Minutes

**Agenda Date:** 4/28/2026  
**Agenda Item Number:** 4.A  
**File Number:**26-0308

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

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**Title**

Approval of April 14, 2026 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501  
Information: 360.753.8441

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Tuesday, April 14, 2026

6:00 PM

Council Chambers, Online and Via  
Phone

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**Register For Virtual Public Comment:**  
[https://us02web.zoom.us/webinar/register/WN\\_7n7ZxY48TgO2bpM6I3zg2w](https://us02web.zoom.us/webinar/register/WN_7n7ZxY48TgO2bpM6I3zg2w)  
or Watch the meeting at [www.olytv3.com](http://www.olytv3.com)

### 1. ROLL CALL

**Present:** 6 - Mayor Dontae Payne, Mayor Pro Tem Yén Huỳnh, Councilmember Dani Madrone, Councilmember Robert Vanderpool, Councilmember Kelly Green and Councilmember Paul Berendt

**Excused:** 1 - Councilmember Clark Gilman

### 1.A ANNOUNCEMENTS

Mayor Payne announced that on April 13, the City Council met with the Port of Olympia Commission to discuss mutual goals and development information.

### 1.B APPROVAL OF AGENDA

The agenda was approved.

### 2. SPECIAL RECOGNITION

#### 2.A [26-0258](#) Special Recognition - Proclamation Recognizing Fair Housing Month

Councilmembers read a proclamation recognizing April as Fair Housing Month.

The proclamation was accepted by Fair Housing Center of Washington Cassandra Wycoff and Thurston County Realtors President Steve Chung.

**The recognition was received.**

#### 2.B [26-0278](#) Special Recognition - Proclamation Recognizing Child Abuse Prevention and Awareness Month

Councilmembers read a proclamation recognizing April as Child Abuse Prevention month.

The proclamation was accepted by Jill Severin and Family Education and Support Services Director Shelly Willis.

**The recognition was received.**

### **3. PUBLIC COMMENT**

The following people spoke: Cece Coates, Eric Cedar, Sam Calendy, Sam Valentine, Gwen Valentine, Brett Barnes, Sue Hedrick, Grace Fletcher, Annette ?, Crystal Smith, James ?, Monica Whitman, Gary Meyers, Stephanie Scott, Tom Crawford, David Webb, and Jacob DeMonte-Finn.

### **COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)**

### **4. CONSENT CALENDAR**

- 4.A**     [26-0282](#)            Approval of March 24, 2026 City Council Meeting Minutes

**The minutes were adopted.**

- 4.B**     [26-0273](#)            Approval of Bills (February 5, 2026 - March 25, 2026) and Payroll  
(February 15, 2026 - March 31, 2026) Certification

Payroll periods February 15, 2026 through March 31, 2026 and Direct Deposit transmissions: Total: \$10,633,260.72; Claim expenditures February 5, 2026 through March 25, 2026: Total: \$17,093,969.27.

**The decision were adopted.**

- 4.C**     [26-0279](#)            Approval of City Council Appointed Advisory Body 2026 Work Plans

**The decision was adopted.**

- 4.D**     [26-0274](#)            Approval of the 2026 Civilian Police Auditor Work Plan

**The decision was adopted.**

- 4.E**     [26-0253](#)            Approval of a Resolution Authorizing an Agreement with Thurston County  
Emergency Services for Emergency Management Services

**The decision was adopted.**

- 4.F**     [26-0261](#)            Approval of a Resolution Authorizing an Agreement with the Washington  
State Patrol for Access to the Traffic and Criminal Software System

**The resolution was adopted.**

- 4.G**     [26-0263](#)            Approval of a Resolution Authorizing an Agreement with Mark  
Scheibmeir for Hearing Examiner Services

**The resolution was adopted.**

- 4.H [26-0264](#) Approval of a Resolution Authorizing an Easement Agreement with City of Lacey for Utility Purposes

**The resolution was adopted.**

- 4.I [26-0265](#) Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for a Stormwater Retrofit Project

**The resolution was adopted.**

- 4.J [26-0271](#) Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Natural Resources for the Urban Forest Management Plan Project

**The resolution was adopted.**

- 4.K [26-0276](#) Approval of a Resolution Authorizing Amendment No. 1 to an Agreement with Thurston County for Judicial Services

**The resolution was adopted.**

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

- 4.L [26-0228](#) Approval of an Ordinance Adopting a Residential Energy Performance Rating and Disclosure Policy

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

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

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

**Aye:** 6 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Green and Councilmember Berendt

**Excused:** 1 - Councilmember Gilman

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

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

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

- 6.A [26-0260](#) Approval of the Parking and Business Improvement Area Evaluation Recommendations

Economic Development Director Jennica Machado and Uncommon Bridges Founding Partner Brian Scott presented the results of the Parking Business Improvement Area (PBIA) evaluation, which reviewed the program's structure, operations, and fee system and identified opportunities to improve equity, sustainability, and administration. Phase Two will include additional planning and stakeholder engagement, with any proposed changes to return to Council for approval.

Councilmembers asked clarifying questions.

**Mayor Pro Tem Huỳnh moved, seconded by Councilmember Madrone, to approve the evaluation recommendations and proceed with the roadmap implementation plan or "Phase Two". The motion carried by the following vote:**

**Aye:** 6 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Green and Councilmember Berendt

**Excused:** 1 - Councilmember Gilman

**6.B**     [26-0262](#)     Approval of the 2026 Neighborhood Matching Grant Allocation

Associate Planner Brittany Gillia presented the 2026 Neighborhood Matching Grant recommendations. The program received 13 applications, with 11 reviewed and recommended for funding. Staff recommended awarding a total of \$32,544 to support neighborhood-led projects focused on community improvements, sustainability, and engagement. The program also introduced updates to expand eligibility, including allowing informal neighborhood groups to apply.

Councilmembers asked clarifying questions.

**Councilmember Berendt moved, seconded by Councilmember Vanderpool, to approve the Grant Review Team recommended Neighborhood Matching Grant proposals and authorize the completion of contracts for the proposals. The motion carried by the following vote:**

**Aye:** 6 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Green and Councilmember Berendt

**Excused:** 1 - Councilmember Gilman

**7. CONTINUED PUBLIC COMMENT**

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

Councilmembers reported on meetings and events attended.

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

**10. ADJOURNMENT**

The meeting adjourned at 8:45 p.m.



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

## City Council

### Approval of April 21, 2026 Olympia City Council Study Session Minutes

**Agenda Date:** 4/28/2026  
**Agenda Item Number:** 4.B  
**File Number:**26-0316

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

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**Title**

Approval of April 21, 2026 Olympia City Council Study Session Minutes



# Meeting Minutes

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501  
Information: 360.753.8441

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Tuesday, April 21, 2026

6:00 PM

Council Chambers, Online and Via  
Phone

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### Study Session

View the meeting at [www.olytv3.com](http://www.olytv3.com) and <https://us02web.zoom.us/j/82019386644?pwd=eKWT9kTfPb5oCfDXaqRVG3smXb6ih6.1>

#### 1. ROLL CALL

**Present:** 6 - Mayor Dontae Payne, Mayor Pro Tem Yén Huỳnh, Councilmember Robert Vanderpool, Councilmember Clark Gilman, Councilmember Kelly Green and Councilmember Paul Berendt

**Excused:** 1 - Councilmember Dani Madrone

#### 1.A ANNOUNCEMENTS - None

#### 2. SPECIAL RECOGNITION

##### 2.A [26-0298](#) Special Recognition - Proclamation Recognizing April 2026 as Earth Month

Councilmembers read a proclamation recognizing the month of April as Earth Month.

The proclamation was accepted by Community Member Dave Sederberg.

**The recognition was received.**

#### 3. BUSINESS ITEMS

##### 3.A [26-0290](#) Briefing on the Olympia Strong Work Plan

Economic Development Director Jennica Machado presented an update on the Olympia Strong Economic Development Plan including an overview of the plan, progress to date, and upcoming priorities based on capacity, funding, partnerships, and existing infrastructure.

Councilmembers ask clarifying questions.

**The study session was completed.**

##### 3.B [26-0295](#) Briefing on the Waste ReSources Carpenter Road Facility

Public Works Director Mark Russell and Interim Waste ReSources Director Ron Jones briefed the City Council on the proposed Carpenter Road Waste ReSources Maintenance Facility, including project need, costs, and potential rate impacts.

Staff will continue to explore options related to both exploring the development of a new facility on Carpenter Road and along with exploring contracting service options.

Councilmembers asked clarifying questions.

**The discussion was completed.**

#### **4. EXECUTIVE SESSION**

##### **4.A [26-0281](#) Executive Session Pursuant to RCW 42.30.110(1)(i); Litigation and Potential Litigation**

Mayor Payne recessed the meeting at 8:57 p.m. He asked the City Council to reconvene in 5 minutes for an Executive Session pursuant to RCW 42.30.110(1)(i); (insert exemption title here). He announced no decisions would be made, the meeting was expected to last no longer than 60 minutes, and the City Council would adjourn immediately following the Executive Session. Mayor Payne reconvened the City Council at 9:02 p.m. The City Attorney was present at the Executive Session.

**The executive session was held and no decisions were made.**

#### **4. ADJOURNMENT**

The Executive Session was adjourned at 9:32 p.m.



## City Council

### Approval of a Resolution Authorizing the City Manager to Sign a Restrictive Covenant Dedicating the Use of City-Owned Property for a Children's Museum for Ten Years

**Agenda Date:** 4/28/2026  
**Agenda Item Number:** 4.C  
**File Number:**26-0301

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

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#### Title

Approval of a Resolution Authorizing the City Manager to Sign a Restrictive Covenant Dedicating the Use of City-Owned Property for a Children's Museum for Ten Years

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve the Resolution Authorizing the City Manager to Sign a Restrictive Covenant Dedicating the Use of City-Owned Property for a Children's Museum for Ten Years

#### Report

##### Issue:

Whether to authorize a Restrictive Covenant restricting the use of certain City-owned property to a children's museum for ten years.

##### Staff Contact:

Mark Barber, City Attorney, 360.753.8338

##### Presenter(s):

Consent Calendar Item.

##### Background and Analysis:

As a condition of financial assistance provided to the Hands On Children's Museum (HOCM) by the Washington State Department of Commerce, the City must execute a Restrictive Covenant. This Restrictive Covenant will ensure that certain City-owned property remains dedicated to use as a children's museum for ten years. The Restrictive Covenant will be recorded with the Thurston County Auditor and will run with the land for a ten-year term, after which Commerce will issue a Release of Restrictive Covenant to the City of Olympia.

**Climate Analysis:**

This resolution is not expected to have an impact on climate.

**Equity Analysis:**

This resolution is not expected to have an impact on equity.

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

HOCM has historically had strong community support and approval.

**Options:**

1. Move to approve the Resolution Authorizing the City Manager to Sign a Restrictive Covenant Dedicating the Use of City-Owned Property for a Children's Museum for Ten Years.
2. Move to approve the Resolution with Council-directed modifications.
3. Decline to approve the Resolution, which may jeopardize HOCM's financial assistance from the Department of Commerce.

**Financial Impact:**

None.

**Attachments:**

Resolution

Restrictive Covenant

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE CITY MANAGER TO SIGN A RESTRICTIVE COVENANT DEDICATING CITY-OWNED PROPERTY FOR USE AS A CHILDREN’S MUSEUM FOR TEN YEARS**

**WHEREAS**, as a condition of the financial assistance provided to the Hands On Children’s Museum (HOCM) by the Washington State Department of Commerce (“Commerce”), the City of Olympia is required to execute a Restrictive Covenant (“Covenant”) ensuring that the following legally-described property (“Property”) will be used for a children’s museum as specified in Commerce contract number 22-96640-009:

LOT 5 OF OLYMPIA AREA ROWING BINDING SITE PLAN AS RECORDED AUGUST 25, 2005 UNDER AUDITOR’S FILE NO. 3761387 AND AMENDED APRIL 9, 2008 AND OCTOBER 27, 2009 AND FEBRUARY 13, 2018 AND NOVEMBER 20, 2020 UNDER AUDITOR’S FILE NOS. 4001839, 4118292, 4611194 AND 4802318

and

**WHEREAS**, the Covenant will restrict the use of the Property to a children’s museum and will run with the land for a period of ten (10) years; and

**WHEREAS**, Commerce will issue a Release of Restrictive Covenant to the City of Olympia at the conclusion of the ten-year period;

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

1. The Olympia City Council hereby approves the form of Restrictive Covenant required by the Washington State Department of Commerce as a condition of financial assistance to the Hands On Children’s Museum, and accepts the terms and conditions contained therein.
2. The City Manager, or designee, is authorized and directed to sign on behalf of the City of Olympia the Restrictive Covenant, and any other documents necessary to execute said Restrictive Covenant, and to make any amendments or minor modifications as may be required and are consistent with the intent of Restrictive Covenant, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**

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

**When Recorded Return To:**

The Washington State Department of Commerce  
Local Government Division  
1011 Plum Street, SE  
Post Office Box 42525  
Olympia, Washington 98504-2525  
**Building for the Arts**  
Attention: Real Estate Development and Services

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**RESTRICTIVE COVENANT**

Grantor: City of Olympia  
Grantee: Department of Commerce, Community Capital Facilities  
Legal Description (abbreviated): LOT 5 OLYMPIA AREA ROWING BSP FOURTH AMENDMENT  
Assessor's Tax Parcel ID#: 6613-00-00405  
Contract Number: **22-96640-009**

This Restrictive Covenant is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by City of Olympia, a Washington Municipal Corporation, ("Grantor") and is part of the consideration for the financial assistance provided to **Hands on Children's Museum** by the Washington State Department of Commerce ("Department"), pursuant to Contract Number 22-96640-009, for a portion of the real property delineated on the site plan shown on Exhibit "A" attached hereto (the "Property") addressed as 414 Jefferson St. NE, Olympia, Washington 98507, which is legally described as follows:

**LOT 5 OF OLYMPIA AREA ROWING BINDING SITE PLAN AS RECORDED AUGUST 25, 2005 UNDER AUDITOR'S FILE NO. 3761387 AND AMENDED APRIL 9, 2008 AND OCTOBER 27, 2009 AND FEBRUARY 13, 2018 AND NOVEMBER 20, 2020 UNDER AUDITOR'S FILE NOS. 4001839, 4118292, 4611194 AND 4802318.**

This Covenant will be filed and recorded in the official public land records of Thurston County, Washington, and shall constitute a restriction upon the use of the Property and is construed as running with the land, which shall pass to and be binding upon the Grantor and any successors, assigns, heirs, grantees, or lessees of the Property, commencing upon the date specified in Commerce contract number 22-96640-009 and ending **ten (10) years** from said date. Each and every contract, deed, or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered, and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, as follows:

Grantor its successors and/or assigns for the period as stated above shall provide, on the herein described real property, to provide a children's museum as specified in Commerce contract number 22-96640-009.

The Grantor shall require that all operators, tenants, or lessees comply with all State and local codes, licensing requirements, and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the facility is located.

The Grantor will keep any records and make any reports relating to compliance with this covenant that the Department may reasonably require.

DEFAULT: If a violation of this Covenant occurs, the Department (or its successor agency) may, after thirty (30) days' notice and opportunity to cure the violation, which cure may be effected by the Grantor and/or its Investor Member (as defined in the Contract), institute and prosecute any proceeding at law or equity to abate, default the loan, prevent, or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

The Department agrees to execute a Release of Restrictive Covenant at the conclusion of the ten-year period and will not unreasonably withhold appropriate signatures on such a release.

**[SIGNATURE AND NOTARY PAGE FOLLOWS]**

IN WITNESS HEREOF, City of Olympia, has executed this Covenant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Olympia,**  
a Washington Municipal Corporation

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

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

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

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF                    )

On this day personally appeared before me \_\_\_\_\_ known to be the \_\_\_\_\_ of **City of Olympia**, a Washington Municipal Corporation, the entity that executed the within instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute the same.

DATED: \_\_\_\_\_

(Seal or Stamp)

\_\_\_\_\_  
*(Signature of Notary)*

\_\_\_\_\_  
*(Legibly Print or Stamp Name of Notary)*

NOTARY PUBLIC in and for the state of Washington

My Commission Expires: \_\_\_\_\_

Approved as to form:

By: **Mark Barber** \_\_\_\_\_

Printed Name: Mark Barber \_\_\_\_\_

Title: City of Olympia Attorney/Council \_\_\_\_\_



## City Council

### Approval of a Resolution Authorizing the City Manager to Sign an Asset Transfer Agreement with Thurston Communications 911 (TCOMM911)

**Agenda Date:** 4/28/2026  
**Agenda Item Number:** 4.D  
**File Number:**26-0310

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

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#### Title

Approval of a Resolution Authorizing the City Manager to Sign an Asset Transfer Agreement with Thurston Communications 911 (TCOMM911)

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to sign an Asset Transfer Agreement with TCOMM911.

#### Report

##### Issue:

Whether to approve a resolution authorizing the City Manager to sign an agreement accepting the transfer of a concrete storage building from TCOMM911 to the City of Olympia. The building is located at Sunrise Park near the water tower off Birch St NW.

##### Staff Contact:

Sylvana Niehuser, Parks, Arts and Recreation Director, 360.753.8068

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

Sunrise Park, located at 505 Bing Street NW, consists of two parcels. The parcel accessed from Birch Street NW, adjacent to the water tower, includes a concrete storage structure constructed by TCOMM911 in 2011.

In recent years, TCOMM911 identified a need for a larger facility to accommodate upgrades to its telecommunications infrastructure. Due to restrictions associated with the Recreation and

Conservation Office (RCO) grant encumbering the property, the City was unable to authorize an expansion of the existing structure. As a result, TCOMM911 vacated the building and relocated its operations.

The Parks Department has identified an opportunity to repurpose the existing structure for storage to support park operations. TCOMM911 is proposing to transfer the building and associated HVAC system to the City at no cost. The original construction cost of the structure was \$106,257.59 in 2011, and an HVAC system upgrade was completed in 2017 at a cost of \$3,085.00.

Because the value of the asset exceeds \$10,000, Olympia Municipal Code (OMC) 3.56.020 requires City Council approval to authorize the City Manager to execute the Asset Transfer Agreement.

**Climate Analysis:**

Approving the asset transfer is expected to have a neutral to a minor positive impact on the City's climate goals. Repurposing an existing structure avoids the need for new construction and associated material use and emissions. Additionally, use of the facility for Parks operations may reduce travel distances for staff and equipment storage.

**Equity Analysis:**

This action is operational in nature and does not have a direct impact on access to services or distribution of resources. The repurposing of the facility supports efficient delivery of park services citywide.

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

There are no known neighborhood or community concerns related to this asset transfer. Public engagement was not conducted, as this is an operational decision that supports efficient delivery of services.

**Options:**

1. Move to approve a resolution authorizing the City Manager to sign an Asset Transfer Agreement with TCOMM911.
2. Move to approve a resolution authorizing the City Manager to sign the agreement with modifications based on Council discussion. This option would delay the transfer and may require additional negotiation with TCOMM911.
3. Don't approve the resolution. TCOMM911 may be required to remove the structure, resulting in unnecessary cost and material waste, and the City would lose the opportunity to repurpose an existing asset.

**Financial Impact:**

TCOMM911 is proposing to transfer the building and associated HVAC system to the City at no cost. The original construction value of the building was \$106,257.59, with an additional \$3,085.00 investment in HVAC improvements.

Acceptance of the asset will provide operational value to the Parks, Arts & Recreation Department by reducing a portion of the need for storage space. Ongoing maintenance costs are expected to be

minimal and will be absorbed within existing operating budgets.

**Attachments:**

Resolution

Agreement

## **Asset Transfer Agreement**

This Asset Transfer Agreement is entered into by Thurston 911 Communications (TCOMM911) and City of Olympia Parks, Arts & Recreation, hereafter referred to as Recipient. TCOMM911 will transfer asset(s) subject to the following terms and conditions.

1. The transferred asset(s) are described in detail on the attached Transfer Form.
2. Title and ownership of the asset(s) transfer immediately upon delivery.
3. The asset(s) are accepted "as is" with the understanding that TCOMM911 shall not be held liable for warranties, maintenance or repairs.
4. The Recipient shall protect, defend, indemnify and save harmless TCOMM911, its officers, employees and agents from any and all costs, claims, judgements, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Recipient, its officers, employees, and/or agents. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects TCOMM911 only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that TCOMM911 incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Recipient. In addition, TCOMM911 shall be entitled to recover from the Recipient the fees and costs incurred to enforce the provisions of this section.
5. By signing the Transfer Form, the Recipient states its compliance with the Terms and Conditions listed in this Agreement.



**TCOMM 911**

POLICE | FIRE | MEDICAL  
Your Emergency – Our Priority

## Asset Transfer Form

I hereby acknowledge receipt of the following asset(s) from Thurston 911 Communications and accept all terms and conditions as outlined in the attached Transfer Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Agency \_\_\_\_\_

Description	Serial Number	Original Purchase	Original Cost
TCS 101419 Concrete Shelter	2000 0961	1/27/2011	\$106,257.59
Mitsubishi HVAC	50000932T	10/20/2017	\$3,085.00

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, ACCEPTING DONATION OF A BUILDING AND ASSOCIATED FIXTURES FROM THURSTON 911 COMMUNICATIONS AND APPROVING AN ASSET TRANSFER AGREEMENT EFFECTUATING SUCH DONATION**

**WHEREAS**, there exists at the City of Olympia’s Sunrise Park a building currently owned by Thurston 911 Communications (TCOMM911), that was previously used by TCOMM911 to securely house telecommunications equipment; and

**WHEREAS**, TCOMM911 no longer requires the building for this purpose due to its need for a larger facility located elsewhere; and

**WHEREAS**, TCOMM 911 wants to donate the building and associated fixtures to the City of Olympia and the City, free of any restrictions or encumbrances; and

**WHEREAS**, the City wants to accept the donation of the building and associated fixtures for use by the City’s Parks, Arts and Recreation Department; and

**WHEREAS**, the building and associated fixtures has an estimated value of approximately \$109,000; and

**WHEREAS**, under Olympia Municipal Code section 3.56.020, it is necessary for the City Council to approve the City’s receipt of the donated building and associated fixtures and to approve execution of the associated Asset Transfer Agreement;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES** as follows:

1. The Olympia City Council hereby approves acceptance of the donation from TCOMM911 of the building at Sunrise Park currently owned by TCOMM911, along with associated fixtures, free of any restrictions or encumbrances, for use by the City’s Parks, Arts and Recreation Program.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Asset Transfer Agreement, and any other documents necessary to effectuate receipt of the donated building and associated fixtures, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Asset Transfer Agreement, and to correct any scrivener’s errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## City Council

### Approval of a Resolution Authorizing an Extension of the Agreement with OIR Group for Civilian Police Auditor Services

**Agenda Date:** 4/28/2026  
**Agenda Item Number:** 4.E  
**File Number:**26-0315

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

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#### Title

Approval of a Resolution Authorizing an Extension of the Agreement with OIR Group for Civilian Police Auditor Services

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve a resolution authorizing an extension of the agreement with OIR Group for civilian police auditor services.

#### Report

##### Issue:

Whether to approve a resolution authorizing an extension of the agreement with OIR Group for civilian police auditor services.

##### Staff Contact:

Margo Morales, Community Engagement Program Specialist, Organizational Development and Performance, 360.753.8150

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

In July 2024, the City Council accepted recommendations from the Social Justice and Equity Commission (SJEC) on Community Oversight of Law Enforcement. The recommendations included enhancements to the role of Civilian Police Auditor (Auditor) including development of an annual work plan, and community engagement. The central role of the Auditor is to review certain types of investigations completed internally by the Olympia Police Department and provide regular reports to the City Council. This includes recommendations to improve police department operations, policy, and training based on their findings.

On December 10, 2024, Council approved an ordinance repealing Olympia Municipal Code Chapter 2.38, Civilian Police Auditor, and replacing the chapter with the Council approved recommendations from the Commission for the role of the Auditor. As has been the case since 2003, the Auditor is totally independent from the Olympia Police Department (OPD) and reports directly to the Council. The Chair of the City Council Community Livability and Public Safety Committee (CLPS) serves as the Council Liaison to the Auditor.

In November 2024 the City issued a Request for Proposal (RFP) for a new Civilian Police Auditor and closed the submittal period on Thursday, January 9, 2025. Initial review of the responses was conducted by a panel made up of City staff from the City Manager's Office and Olympia Police Department, members of the Social Justice & Equity Commission, and a member of the Community Use of Force Board.

The CLPS Committee conducted interviews at a special meeting on February 20, 2025, and unanimously approved recommending OIR Group to the full Council for the position of Civilian Police Auditor, directing staff to proceed with contract negotiations.

On May 6, 2025, the City Council approved a resolution authorizing an agreement with OIR group for Civilian Police Auditor Services. The agreement was for one year with the option to extend for additional terms. The initial contract term will end on May 7, 2026.

Staff consulted with the Chair of CLPS, who also serves as the Council's liaison the Police Auditor and supports extending OIR's current contract for another year term. With it being OIR's first year as Auditor, a resolution to extend OIR's current contract is coming to Council prior to the annual report, which is scheduled for May 19. Future reporting cycles will have the annual report to Council before the resolution to approve a new or amended contract.

The purpose of this agenda item is to seek approval from the City Council to extend the agreement with OIR Group for an additional year of Civilian Police Services. This action ensures continued police auditing and reporting services.

**Climate Analysis:**

There are no climate concerns related to this item.

**Equity Analysis:**

Community groups, especially those most impacted by policing, and underrepresented community groups have requested community involvement and oversight in law enforcement. Retaining a Civilian Police Auditor to fulfill the expanded scope was reflected in the Social Justice and Equity Commission's recommendation approved by Council and helps to advance social justice and equity in Olympia.

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

The purpose of an Auditor is to contribute to the oversight system of OPD, demonstrating a commitment to accountability and transparency that fosters overall community trust in the public safety system. Community interests include retaining an Auditor with the highest level of ethical conduct and integrity, a commitment to community values, and effective communication and engagement.

**Financial Impact:**

The City contracted with OIR Group for Civilian Police Auditor services for an initial one-year term beginning on May 7, 2025, valued at \$105,000. This one-year extension is \$105,000 for and is included in the 2026 General Fund operating budget.

**Options:**

1. Move to approve a resolution authorizing an extension of the agreement with OIR Group for civilian police auditor services
2. Do not approve a resolution authorizing an extension of the agreement with OIR Group for civilian police auditor services.
3. Refer the issue to the Community Livability & Public Safety Committee for further discussion.

**Attachments:**

Resolution  
Agreement  
Amendment

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OLYMPIA AND OIR GROUP TO EXTEND POLICE AUDITOR SERVICES**

**WHEREAS**, Olympia Municipal Code (OMC) 2.38.010 provides that the Olympia City Council may, by contract, retain the services of a Police Auditor who shall be totally independent from the Olympia Police Department and who shall report directly to the City Council; and

**WHEREAS**, City Council approved the Professional Services Agreement for Police Auditor Services with OIR Group in 2025 for a term of one year, which is set to end on May 7, 2026; and

**WHEREAS**, the City wishes to extend the term of the Agreement for an additional one year period;

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

1. The Olympia City Council hereby approves Amendment No. 1 to the Professional Services Agreement between the City of Olympia and OIR Group for Police Auditor Services, and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute Amendment No. 1 to the Professional Services Agreement on behalf of the Olympia City Council and the City of Olympia, as well as any other documents necessary to facilitate acquisition of Police Auditor Services for an additional one year term, and to make any amendments to the Agreement as may be required and are consistent with its intent.


**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



\_\_\_\_\_  
SENIOR DEPUTY CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
Police Auditor**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and OIR Group, a California, limited liability company ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of police auditor services; and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than one year from the effective date of this Agreement ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed One Hundred Five Thousand and No/100 Dollars (\$105,000) calculated as follows:

(i) Consultant's Fee. An amount not to exceed the sum of One Hundred Thousand and No/100 Dollars (\$100,000), calculated based on the hourly labor charge rate of Two Hundred Fifty and No/100 Dollars (\$250) for Consultant's personnel. and

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Consultant in performing the Services including travel and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed Five Thousand and No/100 Dollars (\$5,000).

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Contract Managers.

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Consultant and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

**OIR Group**

Michael J. Gennaco  
Co-Project Manager  
6510 Spring Street #613, Long Beach CA 90815  
Michael.gennaco@oirgroup.com  
323-821-0586

Stephen Connolly  
Co-Project Manager  
6510 Spring Street #613, Long Beach CA 90815  
Stephen.connolly@oirgroup.com  
562-922-9337

Sam Pailca  
Subcontractor  
1825 1<sup>st</sup> Ave N. Seattle, WA 98109  
spailca@microsoft.com  
206-498-9016

**City of Olympia**

Stacey Ray  
Assistant City Manager  
PO Box 1967 Olympia, WA 98507  
sray@ci.olympia.wa.us  
360-753-8046

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Consultant is an independent contractor and that the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Consultant or by Consultant's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit B If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration - Exhibit C

10. Confidentiality.

Consultant agrees not to disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant will be grounds for immediate termination.

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

E. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the

Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. City's Full Access to Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Consultant at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Consultant agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to

maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

14. Books and Records.

The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a “public record” pursuant to RCW 42.56.010 are subject to disclosure under Washington’s Public Records Act. Should the Consultant fail to provide records created or used by Consultant in its work for the City within ten (10) days of the City’s request for such records, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney’s fees, against the City involving such withheld records.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions

shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving

stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

**CITY OF OLYMPIA**

By: Steven J. Burney  
Steven J. Burney, City Manager  
P.O. Box 1967  
Olympia WA 98507-1967  
Date of Signature: 05/07/2025

APPROVED AS TO FORM:

  
Senior Deputy City Attorney

**I certify that I am authorized to execute this Agreement on behalf of the Consultant.**

**OIR GROUP**

By: Stephen J. Connolly  
Stephen Connolly, Co-Project Manager  
6510 Spring Street #613, Long Beach CA 90815  
Stephen.connolly@oirgroup.com  
562-922-9337  
Date of Signature: 04/28/2025

**Exhibit "A"**  
Statement of Work

The Civilian Police Auditor's duties and responsibilities are set forth in Olympia Municipal Code 2.38 and as further outlined here :

A. Alleged Misconduct Complaints

1. The Civilian Police Auditor (Police Auditor) is empowered to receive a complaint of alleged misconduct directly submitted to them and shall expeditiously refer it to the Olympia Police Department (OPD) with a recommendation as to how it should be handled for investigation. In receiving complaints, the Police Auditor must take care to thoroughly document the complaint without comment orally or in writing that could indicate pre-judgment prior to investigation.
2. The Police Auditor shall review all complaints received by the OPD Office of Professional Standards to ensure all allegations appropriate to the complaint are included for investigation and/or whether the complaint is appropriate for investigation by the Office of Professional Standards, and to determine if there are other issues of immediate concern.
3. The Police Auditor shall review all investigations, once complete, to audit how they have been resolved, to ensure appropriate allegations were included for each complaint, and to identify any issues or trends related to the investigations reviewed or complaint investigation process to address through recommendations for operational, training, or policy changes.
4. In reviewing completed complaint investigations, the Police Auditor shall determine if each investigation meets the standard of being complete, thorough, fair, and timely.
5. The Police Auditor shall make a written request to the OPD Chief of Police for further investigation if the Police Auditor concludes that further work is needed for a complaint investigation to meet the established standard.
6. On a quarterly basis, including prior to filing their mid-year and annual reports, the Police Auditor shall share with the Board an overview of misconduct complaint investigations audited, and any recommendations for operational, training, or policy changes made to OPD, so Board members can learn, ask questions, share concerns, and provide the community's perspective regarding the recommendations.

B. Use of Force

1. The Police Auditor shall audit all OPD reportable use of force incidents to determine if each use of force was consistent with applicable OPD policy and to identify any issues or trends related to use of force, which the Police Auditor may address through recommendations for operational, training, or policy changes.
2. In reviewing reportable use of force incidents, the Police Auditor shall determine if each use of force report meets the standard of being completed and reviewed by OPD in accordance with applicable OPD policy and is respectful of the civil rights of all individuals involved.

3. Provide an impartial review of the Department's responses to public demonstrations and crowd management when events result in physical injury, extensive property damage, or as determined by the City Manager to be appropriate for review by the Police Auditor, to ascertain whether the response is in alignment with the Police Department's applicable General Orders.

4. On a quarterly basis, including prior to filing their mid-year and annual reports the Police Auditor, shall share with the Community Board use of force incident reports audited, OPD responses to demonstrations or crowd management audited, and any recommendations for operational, training, or policy changes made to OPD, so Board members can learn, ask questions, share concerns, and provide the community's perspective regarding the recommendations.

C. Operational, Policy, and Training Recommendations for the Olympia Police Department

1. The Police Auditor may make recommendations for operational, training, or policy changes related to routine audit of misconduct complaint investigations, reportable uses of force, OPD responses to demonstrations and crowd management, and the internal investigation process, or when the Police Auditor identifies instances when OPD does not appear to be aligned with best practices.

2. As OPD identifies General Order Manual (GOM) policies it intends to review and topics to address as officer training is planned, it shall share such information with the Police Auditor, with sufficient time to provide an opportunity for the Police Auditor to comment on or make recommendations regarding topics relevant to the auditing of complaint, use of force, response to demonstrations and crowd management, and internal investigation processes, or are topics of particular concern for the community

D. Community Engagement

1. The Police Auditor shall work with City staff to develop alternative ways to communicate about the auditing function and information concerning misconduct complaint investigations, use of force, response to demonstrations and crowd management, and investigation processes that have been audited, with a goal of fostering widespread understanding of the Police Auditor's work, Olympia's police oversight system, and ways that community members can get involved.

2. The Police Auditor, in collaboration with members of the Community Board and in coordination with OPD, shall engage with the community through in-person and virtual public meetings and outreach events to be held a minimum of two to four times per year. In addition and on an as-needed basis, the Police Auditor may meet in-person or virtually with individual members of the public to, for example, receive an alleged complaint of misconduct or answer questions about police auditing functions in Olympia.

E. Coordination and Collaboration with the Community Policing Board

1. The Police Auditor shall develop an annual work plan, to include prioritizing the specific police policies, training, and other issues of interest that the Police Auditor intends to review, which shall be reviewed by the Board for input.

2. On a quarterly basis, including prior to filing their mid-year and annual reports, the Police Auditor shall meet with the Board in person or virtually to summarize the misconduct complaint and reportable

use of force investigations audited and any recommendations, and provide an opportunity for the Community Board to ask questions and share any concerns. The Police Auditor will include a summary of any input received from the Board, along with a response, as appropriate, in their mid-year or annual report, prior to filing the report with City Council.

3. At least two times each year, during one of the quarterly meetings with the Community Board, the Police Auditor will provide an in-depth review of a misconduct complaint or reportable use of force investigation they have audited. The Community Board can identify a case in which they and/or the Olympia community has a particular interest or, if a specific case is not identified by the Community Board, the Police Auditor will select one. The purpose of the in-depth review is to provide the Community Board with more insight about the auditing process, to provide training about different kinds of law enforcement incidents, and, in some instances, to familiarize the Community Board with the issues involved with a higher profile case or one of interest for other reasons. The Police Auditor shall maintain the confidentiality of the officers, subject, witnesses, and others involved with any case reviewed with the Community Board.

F. Reporting

The Police Auditor will receive a regular report from OPD that outlines the number of use of force incidents and complaints received, along with all evidence relevant to each incident to be reviewed and OPD's analysis, determination, and report concerning each incident. Based on OPD data and audit work, the Police Auditor will file a mid-year and an annual report with the City Council with a copy to the City Manager, Community Policing Board, and Chief of Police, and be available to address questions at Council meetings when the reports are presented. At a minimum, reports shall include, but not be limited to:

1. A listing of each complaint case audited during the reporting period, indicating the following:
  - a. The complaint type, with a general description of the misconduct alleged;
  - b. The complaint classification;
  - c. The dates the complaint was received and closed by OPD, and an explanation concerning any unexpected delays;
  - d. The finding made by OPD and whether any corrective action was taken;
  - e. When additional investigation was requested by the Police Auditor, and, if so, the type of response provided (i.e., compliance with the request or receipt of a written explanation);
  - f. A finding on each misconduct case audited indicating either:
    1. That the case met the established investigative standard; or
    2. After response to a request for further investigation, the case failed to meet the investigative standard and the reasons supporting such finding.

2. A summary of use of force investigations audited, including but not limited to:
  - a. Types of force used;
  - b. Subject demographics;
  - c. Indications of potential bias and criteria used to determine an indication of potential bias.
  - d. Whether the use of force led to serious injury or death; and
  - e. A finding on each reportable use of force that was audited
3. A summary of any OPD response to a public demonstration and crowd management event reviewed by the Police Auditor and determination if the response was in alignment with the Police Department's applicable General Orders.
4. An analysis of key trends and patterns;
5. Recommendations for revisions to process, policy, procedure or training stemming from the audit process;
6. A summary of input from the Board and any response from the Police Auditor.
7. A list of the updated policies, procedures, and trainings related to recommendations made by the Police Auditor during the current reporting period.

In addition, at the request of City Council, the Police Auditor may be asked to issue a written report outside of the regular mid-year and annual report schedule, concerning a matter that OPD has completed and is in the Police Auditor's scope of responsibility to review, but where expedited reporting would be beneficial to the Olympia community.

Further, the Police Auditor will meet in person or virtually on a routine basis with the Chair of the City Council's Community Livability and Public Safety Committee to provide an opportunity to discuss the Police Auditor's on-going work with OPD, including any challenges encountered or issues of concern.

#### G. Confidentiality

The Police Auditor shall be bound by and shall comply with all state and federal laws, regulations and policy relating to access to and confidentiality of law enforcement records and information, respecting the privacy rights of all individuals. The Police Auditor shall not disclose or produce any records or reports which contain the name of any individual police employee, complainant, or witness that the Police Auditor is privy to as a part of their Police Auditor role, except with the express permission of the City. Any request for public records that is inadvertently received by the Police Auditor shall be referred to the City Clerk's Office for processing pursuant to City Policy.

H. Independence of the Civilian Police Auditor

At all times, the Police Auditor shall be totally independent. Findings, requests for further investigations, recommendations, and reports shall reflect the views of the Police Auditor, after careful consideration of input from the Board.

I. On-boarding and Training

Initial steps of the on-boarding process will include:

1. Document review, including, but not limited to, OPD's General Orders and other policies, relevant Olympia Municipal Code sections, relevant sections of the Revised Code of Washington (RCW), sample reports authored by the former Police Auditor, and documents outlining the process used to review and revise Olympia's oversight system (COLE) and the resulting recommendations. Olympia will identify and provide copies of, or access to, these and other documents and materials of relevance.

2. An on-site visit to Olympia to meet with the chief of Police and other members of OPD, the Assistant City Manager, the Community Engagement Program Specialist, current members of the Community Use of Force Board, and members of the Social Justice & Equity Commission who were involved with the COLE review and recommendation process. Time also will be set aside during this visit for an OPD facility tour and ride-along, and for taking the technological steps required to set up the Police Auditor's access to OPD files necessary for the auditing process.

3. An on-site visit to Olympia to meet with members of the newly formed Community Policing Board. Olympia will use this visit as an opportunity to arrange an outreach event to introduce the Police Auditor and Community Policing Board to the larger Olympia community. Prior to the on-site visit, the Police Auditor will coordinate with the Community Engagement Program Specialist and Assistant City Manager to develop a draft annual work plan to include proposed quarterly dates for meeting with the Community Policing Board, to identify dates for submission of the mid-year and annual reports, to identify whether there are any specific OPD policies or training the Police Auditor intends to review, and a plan for coordinating with OPD and others on training for Community Policing Board members. The draft work plan will be shared with the Community Policing Board prior to this on-site visit, with time arranged to meet with the Board to discuss and finalize the proposed schedule.

**Exhibit "B"**

**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

**Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.**

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Stephen J. Conolly  
(Signature)

04/28/2025  
(Date)

Stephen Conolly  
Print Name of Person Signing

**Alternative Section for Sole Proprietor:** I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

\_\_\_\_\_  
(Sole Proprietor Signature)

\_\_\_\_\_  
(Date)

***Exhibit "C"***  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

**Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more** shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

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I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

\_\_\_\_\_  
Consultant Name

Stephen J. Conolly  
Signature

Stephen Conolly  
\_\_\_\_\_  
Name (please print)

04/28/2025  
\_\_\_\_\_  
Date

Co-Owner, OIR Group  
\_\_\_\_\_  
Title

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR  
POLICE AUDITOR**

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**THIS AMENDMENT** is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and **OIR Group**, a California, limited liability company (“Consultant”).

**RECITALS**

1. On May 7, 2025, the City and the Consultant entered into a Professional Services Agreement (“Agreement”).
2. The term of the Agreement was to run for one year, with compensation not to exceed One Hundred Five Thousand and 00/100 Dollars (\$105,000.00).
3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and the Consultant, and that modification of its terms need to be in writing and signed by both parties.
4. The City and the Consultant desire to amend the Agreement to extend the term an additional year and provide appropriate compensation for the extension.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Section 2, Term, is hereby amended as follows:

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than ~~one year~~ two years from the effective date of this Agreement, which is May 7, 2027 (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

2. Section 4.A., Total Compensation, is hereby amended to read as follows:

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed ~~One Hundred Five Thousand and No/100 Dollars (\$105,000)~~ Two Hundred and Ten Thousand and No/100 (\$210,000) calculated as follows:

- (i) Consultant's Fee. An amount not to exceed the sum of ~~One~~ Two Hundred Thousand and No/100 Dollars (~~\$2400,000~~), calculated based on the hourly labor charge rate of Two Hundred Fifty and No/100 Dollars (\$250); and
  - (ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Consultant in performing the Services including travel and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed ~~Five~~ Ten Thousand and No/100 Dollars (~~\$5,000~~ \$10,000.00).
3. All remaining provisions of the Agreement effective May 7, 2025 and not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this **Amendment No. 1** of the Agreement as of the date of the last authoring signature affixed hereto.

**CITY OF OLYMPIA**

By: \_\_\_\_\_  
Steven J. Burney  
City Manager  
City of Olympia  
P.O. Box 1967  
Olympia WA 98507-1967  
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

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

**OIR GROUP**

By: Stephen Connolly  
Stephen Connolly, Co-Project Manager  
6510 Spring Street #613, Long Beach CA 90815  
Stephen.connolly@oirgroup.com  
562-922-9337  
Date of Signature: 04/14/2026



## City Council

# Approval of a Resolution Appointing Paul Horton to Serve on the Independent Salary Commission

**Agenda Date:** 4/28/2026  
**Agenda Item Number:** 4.F  
**File Number:**26-0322

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

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### Title

Approval of a Resolution Appointing Paul Horton to Serve on the Independent Salary Commission

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve a resolution appointing Paul Horton to the Independent Salary Commission as proposed by the Mayor.

### Report

#### Issue:

Whether to approve a resolution appointing Paul Horton to the Independent Salary Commission as proposed by the Mayor.

#### Staff Contact:

Manny Bosser, Human Resources Director, 360.753.8309

#### Presenter(s):

None - Consent Calendar

### Background and Analysis:

In July 2017 City Council passed Ordinance 7089, in accordance with RCW 35.21.015 to create an Independent Salary Commission to review and establish the salaries for all seven members of the City Council. Members appointed to the Independent Salary Commission serve a two-year term and can serve two consecutive terms. They do not receive compensation for serving on the Commission.

Olympia's Independent Salary Commission is a group of five City residents appointed by the Mayor and approved by Council. They last met in 2025. Commissioner Parfait Bassale stepped down from the Commission in February. The new Commissioner will serve from appointment date to July 8, 2027.

Mayor Payne solicited names from other Councilmembers and community leaders. Based on availability, diversity of experience and interest in serving, the Mayor is recommending Paul Horton as the new Salary Commissioner.

**Climate Analysis:**

The project is not expected to have an impact on climate.

**Equity Analysis:**

Mayor Payne solicited names from other Councilmembers and community leaders to identify persons with a diversity of experience and interest in serving on the Independent Salary Commission. The appointment of a commissioner to the vacant position on the Independent Salary Commission will ensure a diversity of experience and contributions.

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

Mayor Payne solicited names from other Councilmembers and community leaders to identify persons living in Olympia to serve on the Independent Salary Commission to represent the community.

**Options:**

1. Approve a resolution appointing Paul Horton to the Independent Salary Commission as proposed by the Mayor.
2. Do not approve a resolution appointing Paul Horton to the Independent Salary Commission as proposed by the Mayor. The Salary Commission will continue with four Commissioners instead of the five required in Ordinance 7089.
3. Recommend other candidates and direct staff to update the resolution and return to Council for consideration at a future meeting, delaying Salary Commission meetings.

**Financial Impact:**

There is no expected financial impact with the appointment of a new commissioner.

**Attachments:**

Resolution  
Ordinance

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, REGARDING THE MAYOR’S APPOINTMENT OF A COMMISSIONER TO THE INDEPENDENT SALARY COMMISSION AS PROVIDED IN OLYMPIA MUNICIPAL CODE (OMC) SECTION 2.06.030(A)**

**WHEREAS**, on July 18, 2017, the Olympia City Council adopted Ordinance No. 7089 establishing the Independent Salary Commission, codified in Olympia Municipal Code (OMC) Chapter 2.05; and

**WHEREAS**, OMC Chapter 2.05 provides that the Commission shall consist of five members appointed by the Mayor and confirmed by the City Council; and

**WHEREAS**, the Mayor has appointed an individual to serve on the Independent Salary Commission and now submits this appointment to the City Council for approval;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, RESOLVES AS FOLLOWS:**

**Section 1.** The Mayor has appointed the following individual to serve on the Independent Salary Commission for a two-year term:

Paul Horton

**Section 2.** The City Council hereby approves the Mayor’s appointment to the Independent Salary Commission.

PASSED BY THE OLYMPIA CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**  
\_\_\_\_\_  
CITY ATTORNEY

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE SECTIONS 2.00.000 AND 2.04.100 ON COMPENSATION AND ADDING A NEW CHAPTER 2.05 ENTITLED INDEPENDENT SALARY COMMISSION TO THE OLYMPIA MUNICIPAL CODE**

**WHEREAS**, the salaries of the mayor, mayor pro-tem and city council have been adjusted from time to time by Council ordinance as provided in RCW 35A.13.040; and

**WHEREAS**, the current salaries for the mayor, mayor pro-tem and city council have not been adjusted in almost ten years; and

**WHEREAS**, the effects of inflation and cost of living have escalated and grown over the last decade; and

**WHEREAS**, RCW 35.21.015 authorizes the City to establish an independent salary commission by ordinance with authority to set the salary of the members of the Olympia City Council; and

**WHEREAS**, the City Council desires to have a comparative salary study conducted and recommendations for future salary adjustments provided by an independent salary commission composed of citizens and residents from the community;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES ORDAIN AS FOLLOWS:**

**Section 1. Amendment of OMC 2.04. Olympia Municipal Code Chapter 2.04 is hereby amended to read as follows:**

**Chapter 2.04  
CITY COUNCIL**

2.04.000 Chapter Contents

Sections:

- 2.04.010 Composition.
- 2.04.020 Powers.
- 2.04.030 Forfeiture of office.
- 2.04.040 Vacancies—Filling
- 2.04.050 Meetings.
- 2.04.060 Mayor--Powers and duties--Election--Term.
- 2.04.070 Mayor pro tem--Designation--Alternate appointments.
- 2.04.080 Mayor--Powers to proclaim emergency.
- 2.04.090 Mayor--Powers during emergency.
- 2.04.100 Compensation.

Section 2.04.100 Compensation.

Effective upon the commencement of terms January 1, 2008 and following election and qualification, the annual salary of the mayor of the city shall be Nineteen Thousand Nine Hundred Sixty-Eight and no/100 Dollars (\$19,968); the annual salary of the mayor pro-tem shall be Eighteen Thousand Three Hundred Four and no/100 Dollars (\$18,304); the annual salary of councilmember positions two and three shall be

Sixteen Thousand Six Hundred Forty and no/100 Dollars (\$16,640) unless a councilmember serves in either of said positions is the mayor pro-tem, in which case the salary shall be as provided for the mayor pro-tem. The annual salary of the remaining councilmember positions shall be increased to Sixteen Thousand Six Hundred Forty and no/100 Dollars (\$16,640) upon commencement of the terms January 1, 2010, following election and qualification.

Notwithstanding the foregoing, this section shall not be applicable to any individual councilmember to the extent that the salaries provided for above are deemed by a court of competent jurisdiction to be an increase of compensation after a councilmember's election contrary to RCW 35A.13.040, Article II, §25, and/or Article XI, §8 of the Washington State Constitution.

Effective from and after passage and publication of an ordinance creating an independent salary commission, the salaries for city elected officials shall be set by the independent salary commission in accordance with § 1, Article XXX of the Washington State Constitution, RCW 35.21.015 and OMC Chapter 2.05.

**Section 2. Amendment of OMC Title 2. A NEW CHAPTER 2.05, Independent Salary Commission, is hereby added to Title 2 of the Olympia Municipal Code, to be codified as follows:**

## **Chapter 2.05 INDEPENDENT SALARY COMMISSION**

### 2.05.000 Chapter Contents

#### Sections:

- 2.05.010 Established.
- 2.05.020 Purpose – Function.
- 2.05.030 Membership.
- 2.05.040 Qualifications.
- 2.05.050 Operation.
- 2.05.060 Responsibilities and Duties.
- 2.05.070 Vacancies.
- 2.05.080 Removal.
- 2.05.090 Effective Date – Salaries.

#### Section 2.05.010 Established.

There is created and established an independent salary commission.

#### Section 2.05.020 Purpose – Function.

The independent salary commission shall review and establish the salaries of the mayor, mayor pro-tem, and the council members and exercise the powers and perform the duties established by RCW 35.21.015, as now existing or hereafter amended.

#### Section 2.05.030 Membership.

A. The independent salary commission shall consist of five members appointed by the mayor and approved by the city council.

B. The independent salary commission shall serve without compensation.

C. Each member of the independent salary commission shall serve a term of two years commencing upon appointment and terminating 24 months thereafter.

D. No member of the commission shall be appointed to more than two terms.

Section 2.05.040 Qualifications.

A. No person shall be appointed to serve as a member of the independent salary commission unless that person is a citizen of the United States, a resident of the city for at least one year immediately preceding such appointment, and an elector of Thurston County.

B. No city officer, official, or employee of the city or any of their immediate family members may serve on the commission. "Immediate family member" as used in this subsection means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee, whether or not living in the household of the officer, official, or employee.

Section 2.05.050 Operation.

A. The city manager will appoint appropriate city staff to assist the independent salary commission for clerical and support purposes.

B. The independent salary commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law.

C. All meetings of the commission shall be open to the public pursuant to the Open Public Meetings Act, Chapter 42.30 RCW. The commission shall actively solicit public comment at all meetings, either verbally or in writing.

D. The independent salary commission shall meet as often as necessary in 2017 in order to file a salary schedule with the city clerk on or before October 1, 2017. Once a salary schedule has been filed, the commission will not meet again until at least one year following the date of filing. Thereafter, the commission shall meet no less that one time per year, during the months of June or July.

E. Three members of the commission shall constitute a quorum and the votes of three members shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the independent salary commission.

Section 2.05.060 Responsibilities and Duties.

The independent salary commission shall have the following responsibilities:

A. To study the relationship of salaries to the duties of the mayor, mayor pro-tem, and the city council, and to study the costs personally incurred by council members in performing such duties;

B. To study the relationship of Olympia City Council members' salaries and benefits to those salaries and benefits of council members in other city jurisdictions of a comparable nature and other current market conditions.

C. To establish salary and benefits by either increasing or decreasing the existing salary and benefits for each position of mayor, mayor pro-tem, and council members by an affirmative vote of not less than three members.

D. To review and file a salary and compensation schedule with the city clerk not later than October 1, 2017, and when a salary commission is convened thereafter, by October 1 in any subsequent year.

Section 2.05.070 Vacancies.

In the event of a vacancy in the independent salary commission due to resignation or removal, the Mayor shall appoint, subject to approval of the city council, a person to serve the unexpired portion of the term of the former commissioner's position.

Section 2.05.080 Removal.

A member of the independent salary commission shall only be removed from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, or for a disqualifying change of residence.

Section 2.05.090 Effective Date – Salaries.

A. The city clerk will publish the salary commission's schedule of salary and compensation which shall not become effective until thirty days after publication. Such salary schedule shall be subject to referendum petition filed in accord with OMC Chapter 1.16 within thirty days after filing of the salary schedule. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by a vote of the people. Referendum measures shall be submitted to the voters of the city at the next following general or municipal election occurring thirty days or more after the referendum petition is filed and shall be governed by the provisions of the state Constitution or laws generally applicable to referendum measures.

B. Any salary increase or decrease shall become effective and incorporated into the city budget without further action of the city council or salary commission.

C. Salary increases established by the commission shall be effective as to all members of the city council, regardless of their terms of office.

D. Salary decreases established by the salary commission shall not be effective as to incumbent city council members until commencement of their next term of office.

E. Any adjustment of salary by the commission shall supersede any city ordinance related to the budget or fixing of salaries, but only to the extent there is a conflict.

F. Existing salaries for the mayor, mayor pro-tem, and council members established by city ordinance shall remain in effect unless and until changed in accordance with the provisions of this chapter.

**Section 3. Amendment of OMC 2.00.000. Olympia Municipal Code Section 2.00.000 is hereby amended to read as follows:**

2.00.000 Title Contents

**Title 2  
ADMINISTRATION AND PERSONNEL**

Chapters:

2.04 City Council

2.05 Independent Salary Commission

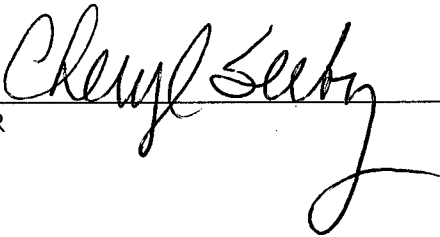
- 2.06 Council Committees
- 2.08 City Manager
- 2.12 Officers
- 2.14 Municipal Court
- 2.24 Department of Emergency Services
- 2.28 Fire Department
- 2.32 Fire Protection Agreements
- 2.36 Police Department
- 2.38 Police Auditor
- 2.40 Police Reserve Force
- 2.44 Civil Service Commission
- 2.64 Officers' Compensation
- 2.68 City Office Hours
- 2.70 Legal Defense for Acts or Omissions
- 2.72 Defense of Elected Officials in Recall Proceedings
- 2.74 Miscellaneous, Administration
- 2.82 Domestic Partnership Registry Program
- 2.100 Citizen-Member Boards, Commissions and Advisory Committees

**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. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

**Section 7. Effective Date.** This Ordinance shall take effect five days after passage and publication, as provided by law.

  
 \_\_\_\_\_  
 MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PASSED:** 7/18/2017

**APPROVED:** 7/18/2017

**PUBLISHED:** 7/20/2017



## City Council

# Report on the New Format of the Monthly Financial Report and Discuss the 2027 Budget Calendar

**Agenda Date:** 4/28/2026  
**Agenda Item Number:** 6.A  
**File Number:**26-0314

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

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### Title

Report on the New Format of the Monthly Financial Report and Discuss the 2027 Budget Calendar

### Recommended Action

#### Committee Recommendation:

The Finance Committee met on Monday, May 20<sup>th</sup> and reviewed the Monthly Financial Report and expressed support for this new tool.

#### City Manager Recommendation:

Receive a presentation on the new format for the monthly financial report and discuss the timeline for the 2027 Council Budget Calendar.

### Report

#### Issue:

Whether to receive a presentation on the new format for the monthly financial report and discuss the 2027 Council Budget Calendar.

#### Staff Contact:

Mike Githens, Finance Director, 360-753-8465

#### Presenter(s):

Mike Githens, Finance Director

### Background and Analysis:

The Finance Department creates a monthly financial report detailing the revenue and expenses across the City's funds as compared with the adopted budget. Since the implementation of Workday, the report has been a static seventy plus page document that didn't allow users to interact dynamically with the data. Finance developed a more interactive monthly financial report using Microsoft Power BI.

The Monthly Financial Report has a summary page detailing a high-level synopsis of operating

budget financial indicators, a “watch list” page of specific areas being monitored by the City Manager and Finance Director, and information on individual fund revenue and expenditures. Staff will demonstrate how the Council and community members can access and view the Monthly Financial Report.

Staff will also present the 2027 Council Budget Calendar.

**Climate Analysis:**

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

**Equity Analysis:**

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

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

Members of the community have expressed interest in having improved transparency of the City’s finances.

**Options:**

Discussion Only - No Action Required

**Financial Impact:**

There is no financial impact resulting from this report.

**Attachments:**

Monthly Financial Report Webpage  
Council Budget Calendar

# Council Budget Calendar

Date	Topic
April 28, 2026	Discuss Early Forecasting and Preliminary Estimated 2025 Year-End
June 9, 2026	Study Session – 2027 Budget
August 18, 2026	2027 -2032 Proposed CFP Preliminary Budget Presentation
October 6, 2026	Preliminary Review of the 2027 Utility Rates, General Facility Charges, Impact Fees, Parking Fee Rates and Special Revenues including Inspire Olympia, Lodging Tax, Parking & Business Improvement Area and Home Fund
October 13, 2026	Study Session – 2027 Budget – Early Budget Balancing
October 27, 2026	2027 – 2032 Proposed CFP Budget – First and Final Public Hearing
October 27, 2026	2027 Proposed Operating Budget – First Public Hearing
November 10, 2026	2027 Regular and Excess Ad Valorem Tax – First Public Hearing
November 17, 2026	2027 Proposed Operating Budget – Second Public Hearing
November 17, 2026	2027 Regular and Excess Ad Valorem Tax – Second Public Hearing
December 1, 2026	Study Session – 2027 Budget
December 8, 2026	First Reading – Ordinance Adopting the 2027 Operating, Special Fund, Capital Budget and Capital Facilities Plan 2027 - 2032
December 15, 2026	Second Reading – Ordinance Adopting the 2027 Operating, Special Fund, Capital Budget and Capital Facilities Plan 2027 - 2032

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, REGARDING THE MAYOR’S APPOINTMENT OF A COMMISSIONER TO THE INDEPENDENT SALARY COMMISSION AS PROVIDED IN OLYMPIA MUNICIPAL CODE (OMC) SECTION 2.06.030(A)**

**WHEREAS**, on July 18, 2017, the Olympia City Council adopted Ordinance No. 7089 establishing the Independent Salary Commission, codified in Olympia Municipal Code (OMC) Chapter 2.05; and

**WHEREAS**, OMC Chapter 2.05 provides that the Commission shall consist of five members appointed by the Mayor and confirmed by the City Council; and

**WHEREAS**, the Mayor has appointed an individual to serve on the Independent Salary Commission and now submits this appointment to the City Council for approval;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, RESOLVES AS FOLLOWS:**

**Section 1.** The Mayor has appointed the following individual to serve on the Independent Salary Commission for a two-year term:

Paul Horton

**Section 2.** The City Council hereby approves the Mayor’s appointment to the Independent Salary Commission.

PASSED BY THE OLYMPIA CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**  
\_\_\_\_\_  
CITY ATTORNEY

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR  
POLICE AUDITOR**

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**THIS AMENDMENT** is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the "City"), and **OIR Group**, a California, limited liability company ("Consultant").

**RECITALS**

1. On May 7, 2025, the City and the Consultant entered into a Professional Services Agreement ("Agreement").
2. The term of the Agreement was to run for one year, with compensation not to exceed One Hundred Five Thousand and 00/100 Dollars (\$105,000.00).
3. The Agreement also provided that its terms could be "extended for additional periods of time upon the mutual written agreement" of the City and the Consultant, and that modification of its terms need to be in writing and signed by both parties.
4. The City and the Consultant desire to amend the Agreement to extend the term an additional year and provide appropriate compensation for the extension.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Section 2, Term, is hereby amended as follows:

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than ~~one year~~ two years from the effective date of this Agreement, which is May 7, 2027 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

2. Section 4.A., Total Compensation, is hereby amended to read as follows:

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed ~~One Hundred Five Thousand and No/100 Dollars (\$105,000)~~ Two Hundred and Ten Thousand and No/100 (\$210,000) calculated as follows:

- (i) Consultant's Fee. An amount not to exceed the sum of ~~One~~ Two Hundred Thousand and No/100 Dollars (~~\$2400,000~~), calculated based on the hourly labor charge rate of Two Hundred Fifty and No/100 Dollars (\$250); and
  - (ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Consultant in performing the Services including travel and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed ~~Five~~ Ten Thousand and No/100 Dollars (~~\$5,000~~ \$10,000.00).
3. All remaining provisions of the Agreement effective May 7, 2025 and not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this **Amendment No. 1** of the Agreement as of the date of the last authoring signature affixed hereto.

**CITY OF OLYMPIA**

By: \_\_\_\_\_  
Steven J. Burney  
City Manager  
City of Olympia  
P.O. Box 1967  
Olympia WA 98507-1967  
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

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

**OIR GROUP**

By: Stephen Connolly  
Stephen Connolly, Co-Project Manager  
6510 Spring Street #613, Long Beach CA 90815  
Stephen.connolly@oirgroup.com  
562-922-9337  
Date of Signature: 04/14/2026

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
Police Auditor**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and OIR Group, a California, limited liability company ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of police auditor services; and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than one year from the effective date of this Agreement ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed One Hundred Five Thousand and No/100 Dollars (\$105,000) calculated as follows:

(i) Consultant's Fee. An amount not to exceed the sum of One Hundred Thousand and No/100 Dollars (\$100,000), calculated based on the hourly labor charge rate of Two Hundred Fifty and No/100 Dollars (\$250) for Consultant's personnel. and

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Consultant in performing the Services including travel and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed Five Thousand and No/100 Dollars (\$5,000).

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Contract Managers.

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Consultant and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

**OIR Group**

Michael J. Gennaco  
Co-Project Manager  
6510 Spring Street #613, Long Beach CA 90815  
Michael.gennaco@oirgroup.com  
323-821-0586

Stephen Connolly  
Co-Project Manager  
6510 Spring Street #613, Long Beach CA 90815  
Stephen.connolly@oirgroup.com  
562-922-9337

Sam Pailca  
Subcontractor  
1825 1<sup>st</sup> Ave N. Seattle, WA 98109  
spailca@microsoft.com  
206-498-9016

**City of Olympia**

Stacey Ray  
Assistant City Manager  
PO Box 1967 Olympia, WA 98507  
sray@ci.olympia.wa.us  
360-753-8046

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Consultant is an independent contractor and that the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Consultant or by Consultant's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit B. If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration - Exhibit C.

10. Confidentiality.

Consultant agrees not to disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant will be grounds for immediate termination.

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

E. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the

Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. City's Full Access to Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Consultant at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Consultant agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to

maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

14. Books and Records.

The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a “public record” pursuant to RCW 42.56.010 are subject to disclosure under Washington’s Public Records Act. Should the Consultant fail to provide records created or used by Consultant in its work for the City within ten (10) days of the City’s request for such records, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney’s fees, against the City involving such withheld records.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions

shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving

stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

**CITY OF OLYMPIA**

By: Steven J. Burney  
Steven J. Burney, City Manager  
P.O. Box 1967  
Olympia WA 98507-1967  
Date of Signature: 05/07/2025

APPROVED AS TO FORM:

  
Senior Deputy City Attorney

**I certify that I am authorized to execute this Agreement on behalf of the Consultant.**

**OIR GROUP**

By: Stephen J. Connolly  
Stephen Connolly, Co-Project Manager  
6510 Spring Street #613, Long Beach CA 90815  
Stephen.connolly@oirgroup.com  
562-922-9337  
Date of Signature: 04/28/2025

**Exhibit "A"**  
Statement of Work

The Civilian Police Auditor's duties and responsibilities are set forth in Olympia Municipal Code 2.38 and as further outlined here :

A. Alleged Misconduct Complaints

1. The Civilian Police Auditor (Police Auditor) is empowered to receive a complaint of alleged misconduct directly submitted to them and shall expeditiously refer it to the Olympia Police Department (OPD) with a recommendation as to how it should be handled for investigation. In receiving complaints, the Police Auditor must take care to thoroughly document the complaint without comment orally or in writing that could indicate pre-judgment prior to investigation.
2. The Police Auditor shall review all complaints received by the OPD Office of Professional Standards to ensure all allegations appropriate to the complaint are included for investigation and/or whether the complaint is appropriate for investigation by the Office of Professional Standards, and to determine if there are other issues of immediate concern.
3. The Police Auditor shall review all investigations, once complete, to audit how they have been resolved, to ensure appropriate allegations were included for each complaint, and to identify any issues or trends related to the investigations reviewed or complaint investigation process to address through recommendations for operational, training, or policy changes.
4. In reviewing completed complaint investigations, the Police Auditor shall determine if each investigation meets the standard of being complete, thorough, fair, and timely.
5. The Police Auditor shall make a written request to the OPD Chief of Police for further investigation if the Police Auditor concludes that further work is needed for a complaint investigation to meet the established standard.
6. On a quarterly basis, including prior to filing their mid-year and annual reports, the Police Auditor shall share with the Board an overview of misconduct complaint investigations audited, and any recommendations for operational, training, or policy changes made to OPD, so Board members can learn, ask questions, share concerns, and provide the community's perspective regarding the recommendations.

B. Use of Force

1. The Police Auditor shall audit all OPD reportable use of force incidents to determine if each use of force was consistent with applicable OPD policy and to identify any issues or trends related to use of force, which the Police Auditor may address through recommendations for operational, training, or policy changes.
2. In reviewing reportable use of force incidents, the Police Auditor shall determine if each use of force report meets the standard of being completed and reviewed by OPD in accordance with applicable OPD policy and is respectful of the civil rights of all individuals involved.

3. Provide an impartial review of the Department's responses to public demonstrations and crowd management when events result in physical injury, extensive property damage, or as determined by the City Manager to be appropriate for review by the Police Auditor, to ascertain whether the response is in alignment with the Police Department's applicable General Orders.

4. On a quarterly basis, including prior to filing their mid-year and annual reports the Police Auditor, shall share with the Community Board use of force incident reports audited, OPD responses to demonstrations or crowd management audited, and any recommendations for operational, training, or policy changes made to OPD, so Board members can learn, ask questions, share concerns, and provide the community's perspective regarding the recommendations.

C. Operational, Policy, and Training Recommendations for the Olympia Police Department

1. The Police Auditor may make recommendations for operational, training, or policy changes related to routine audit of misconduct complaint investigations, reportable uses of force, OPD responses to demonstrations and crowd management, and the internal investigation process, or when the Police Auditor identifies instances when OPD does not appear to be aligned with best practices.

2. As OPD identifies General Order Manual (GOM) policies it intends to review and topics to address as officer training is planned, it shall share such information with the Police Auditor, with sufficient time to provide an opportunity for the Police Auditor to comment on or make recommendations regarding topics relevant to the auditing of complaint, use of force, response to demonstrations and crowd management, and internal investigation processes, or are topics of particular concern for the community

D. Community Engagement

1. The Police Auditor shall work with City staff to develop alternative ways to communicate about the auditing function and information concerning misconduct complaint investigations, use of force, response to demonstrations and crowd management, and investigation processes that have been audited, with a goal of fostering widespread understanding of the Police Auditor's work, Olympia's police oversight system, and ways that community members can get involved.

2. The Police Auditor, in collaboration with members of the Community Board and in coordination with OPD, shall engage with the community through in-person and virtual public meetings and outreach events to be held a minimum of two to four times per year. In addition and on an as-needed basis, the Police Auditor may meet in-person or virtually with individual members of the public to, for example, receive an alleged complaint of misconduct or answer questions about police auditing functions in Olympia.

E. Coordination and Collaboration with the Community Policing Board

1. The Police Auditor shall develop an annual work plan, to include prioritizing the specific police policies, training, and other issues of interest that the Police Auditor intends to review, which shall be reviewed by the Board for input.

2. On a quarterly basis, including prior to filing their mid-year and annual reports, the Police Auditor shall meet with the Board in person or virtually to summarize the misconduct complaint and reportable

use of force investigations audited and any recommendations, and provide an opportunity for the Community Board to ask questions and share any concerns. The Police Auditor will include a summary of any input received from the Board, along with a response, as appropriate, in their mid-year or annual report, prior to filing the report with City Council.

3. At least two times each year, during one of the quarterly meetings with the Community Board, the Police Auditor will provide an in-depth review of a misconduct complaint or reportable use of force investigation they have audited. The Community Board can identify a case in which they and/or the Olympia community has a particular interest or, if a specific case is not identified by the Community Board, the Police Auditor will select one. The purpose of the in-depth review is to provide the Community Board with more insight about the auditing process, to provide training about different kinds of law enforcement incidents, and, in some instances, to familiarize the Community Board with the issues involved with a higher profile case or one of interest for other reasons. The Police Auditor shall maintain the confidentiality of the officers, subject, witnesses, and others involved with any case reviewed with the Community Board.

F. Reporting

The Police Auditor will receive a regular report from OPD that outlines the number of use of force incidents and complaints received, along with all evidence relevant to each incident to be reviewed and OPD's analysis, determination, and report concerning each incident. Based on OPD data and audit work, the Police Auditor will file a mid-year and an annual report with the City Council with a copy to the City Manager, Community Policing Board, and Chief of Police, and be available to address questions at Council meetings when the reports are presented. At a minimum, reports shall include, but not be limited to:

1. A listing of each complaint case audited during the reporting period, indicating the following:
  - a. The complaint type, with a general description of the misconduct alleged;
  - b. The complaint classification;
  - c. The dates the complaint was received and closed by OPD, and an explanation concerning any unexpected delays;
  - d. The finding made by OPD and whether any corrective action was taken;
  - e. When additional investigation was requested by the Police Auditor, and, if so, the type of response provided (i.e., compliance with the request or receipt of a written explanation);
  - f. A finding on each misconduct case audited indicating either:
    1. That the case met the established investigative standard; or
    2. After response to a request for further investigation, the case failed to meet the investigative standard and the reasons supporting such finding.

2. A summary of use of force investigations audited, including but not limited to:
  - a. Types of force used;
  - b. Subject demographics;
  - c. Indications of potential bias and criteria used to determine an indication of potential bias.
  - d. Whether the use of force led to serious injury or death; and
  - e. A finding on each reportable use of force that was audited
3. A summary of any OPD response to a public demonstration and crowd management event reviewed by the Police Auditor and determination if the response was in alignment with the Police Department's applicable General Orders.
4. An analysis of key trends and patterns;
5. Recommendations for revisions to process, policy, procedure or training stemming from the audit process;
6. A summary of input from the Board and any response from the Police Auditor.
7. A list of the updated policies, procedures, and trainings related to recommendations made by the Police Auditor during the current reporting period.

In addition, at the request of City Council, the Police Auditor may be asked to issue a written report outside of the regular mid-year and annual report schedule, concerning a matter that OPD has completed and is in the Police Auditor's scope of responsibility to review, but where expedited reporting would be beneficial to the Olympia community.

Further, the Police Auditor will meet in person or virtually on a routine basis with the Chair of the City Council's Community Livability and Public Safety Committee to provide an opportunity to discuss the Police Auditor's on-going work with OPD, including any challenges encountered or issues of concern.

#### G. Confidentiality

The Police Auditor shall be bound by and shall comply with all state and federal laws, regulations and policy relating to access to and confidentiality of law enforcement records and information, respecting the privacy rights of all individuals. The Police Auditor shall not disclose or produce any records or reports which contain the name of any individual police employee, complainant, or witness that the Police Auditor is privy to as a part of their Police Auditor role, except with the express permission of the City. Any request for public records that is inadvertently received by the Police Auditor shall be referred to the City Clerk's Office for processing pursuant to City Policy.

H. Independence of the Civilian Police Auditor

At all times, the Police Auditor shall be totally independent. Findings, requests for further investigations, recommendations, and reports shall reflect the views of the Police Auditor, after careful consideration of input from the Board.

I. On-boarding and Training

Initial steps of the on-boarding process will include:

1. Document review, including, but not limited to, OPD's General Orders and other policies, relevant Olympia Municipal Code sections, relevant sections of the Revised Code of Washington (RCW), sample reports authored by the former Police Auditor, and documents outlining the process used to review and revise Olympia's oversight system (COLE) and the resulting recommendations. Olympia will identify and provide copies of, or access to, these and other documents and materials of relevance.

2. An on-site visit to Olympia to meet with the chief of Police and other members of OPD, the Assistant City Manager, the Community Engagement Program Specialist, current members of the Community Use of Force Board, and members of the Social Justice & Equity Commission who were involved with the COLE review and recommendation process. Time also will be set aside during this visit for an OPD facility tour and ride-along, and for taking the technological steps required to set up the Police Auditor's access to OPD files necessary for the auditing process.

3. An on-site visit to Olympia to meet with members of the newly formed Community Policing Board. Olympia will use this visit as an opportunity to arrange an outreach event to introduce the Police Auditor and Community Policing Board to the larger Olympia community. Prior to the on-site visit, the Police Auditor will coordinate with the Community Engagement Program Specialist and Assistant City Manager to develop a draft annual work plan to include proposed quarterly dates for meeting with the Community Policing Board, to identify dates for submission of the mid-year and annual reports, to identify whether there are any specific OPD policies or training the Police Auditor intends to review, and a plan for coordinating with OPD and others on training for Community Policing Board members. The draft work plan will be shared with the Community Policing Board prior to this on-site visit, with time arranged to meet with the Board to discuss and finalize the proposed schedule.

**Exhibit "B"**

**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

**Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.**

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Stephen J. Conolly  
(Signature)

04/28/2025  
(Date)

Stephen Conolly  
Print Name of Person Signing

**Alternative Section for Sole Proprietor:** I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

\_\_\_\_\_  
(Sole Proprietor Signature)

\_\_\_\_\_  
(Date)


***Exhibit "C"***  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

**Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more** shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

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I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

\_\_\_\_\_  
Consultant Name

  
\_\_\_\_\_  
Signature

Stephen Conolly  
\_\_\_\_\_  
Name (please print)

04/28/2025  
\_\_\_\_\_  
Date

Co-Owner, OIR Group  
\_\_\_\_\_  
Title

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OLYMPIA AND OIR GROUP TO EXTEND POLICE AUDITOR SERVICES**

**WHEREAS**, Olympia Municipal Code (OMC) 2.38.010 provides that the Olympia City Council may, by contract, retain the services of a Police Auditor who shall be totally independent from the Olympia Police Department and who shall report directly to the City Council; and

**WHEREAS**, City Council approved the Professional Services Agreement for Police Auditor Services with OIR Group in 2025 for a term of one year, which is set to end on May 7, 2026; and

**WHEREAS**, the City wishes to extend the term of the Agreement for an additional one year period;

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

1. The Olympia City Council hereby approves Amendment No. 1 to the Professional Services Agreement between the City of Olympia and OIR Group for Police Auditor Services, and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute Amendment No. 1 to the Professional Services Agreement on behalf of the Olympia City Council and the City of Olympia, as well as any other documents necessary to facilitate acquisition of Police Auditor Services for an additional one year term, and to make any amendments to the Agreement as may be required and are consistent with its intent.


**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



\_\_\_\_\_  
SENIOR DEPUTY CITY ATTORNEY

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, ACCEPTING DONATION OF A BUILDING AND ASSOCIATED FIXTURES FROM THURSTON 911 COMMUNICATIONS AND APPROVING AN ASSET TRANSFER AGREEMENT EFFECTUATING SUCH DONATION**

**WHEREAS**, there exists at the City of Olympia’s Sunrise Park a building currently owned by Thurston 911 Communications (TCOMM911), that was previously used by TCOMM911 to securely house telecommunications equipment; and

**WHEREAS**, TCOMM911 no longer requires the building for this purpose due to its need for a larger facility located elsewhere; and

**WHEREAS**, TCOMM 911 wants to donate the building and associated fixtures to the City of Olympia and the City, free of any restrictions or encumbrances; and

**WHEREAS**, the City wants to accept the donation of the building and associated fixtures for use by the City’s Parks, Arts and Recreation Department; and

**WHEREAS**, the building and associated fixtures has an estimated value of approximately \$109,000; and

**WHEREAS**, under Olympia Municipal Code section 3.56.020, it is necessary for the City Council to approve the City’s receipt of the donated building and associated fixtures and to approve execution of the associated Asset Transfer Agreement;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES** as follows:

1. The Olympia City Council hereby approves acceptance of the donation from TCOMM911 of the building at Sunrise Park currently owned by TCOMM911, along with associated fixtures, free of any restrictions or encumbrances, for use by the City’s Parks, Arts and Recreation Program.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Asset Transfer Agreement, and any other documents necessary to effectuate receipt of the donated building and associated fixtures, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Asset Transfer Agreement, and to correct any scrivener’s errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**When Recorded Return To:**

The Washington State Department of Commerce  
Local Government Division  
1011 Plum Street, SE  
Post Office Box 42525  
Olympia, Washington 98504-2525  
**Building for the Arts**  
Attention: Real Estate Development and Services

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**RESTRICTIVE COVENANT**

Grantor: City of Olympia  
Grantee: Department of Commerce, Community Capital Facilities  
Legal Description (abbreviated): LOT 5 OLYMPIA AREA ROWING BSP FOURTH AMENDMENT  
Assessor's Tax Parcel ID#: 6613-00-00405  
Contract Number: **22-96640-009**

This Restrictive Covenant is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by City of Olympia, a Washington Municipal Corporation, ("Grantor") and is part of the consideration for the financial assistance provided to **Hands on Children's Museum** by the Washington State Department of Commerce ("Department"), pursuant to Contract Number 22-96640-009, for a portion of the real property delineated on the site plan shown on Exhibit "A" attached hereto (the "Property") addressed as 414 Jefferson St. NE, Olympia, Washington 98507, which is legally described as follows:

**LOT 5 OF OLYMPIA AREA ROWING BINDING SITE PLAN AS RECORDED AUGUST 25, 2005 UNDER AUDITOR'S FILE NO. 3761387 AND AMENDED APRIL 9, 2008 AND OCTOBER 27, 2009 AND FEBRUARY 13, 2018 AND NOVEMBER 20, 2020 UNDER AUDITOR'S FILE NOS. 4001839, 4118292, 4611194 AND 4802318.**

This Covenant will be filed and recorded in the official public land records of Thurston County, Washington, and shall constitute a restriction upon the use of the Property and is construed as running with the land, which shall pass to and be binding upon the Grantor and any successors, assigns, heirs, grantees, or lessees of the Property, commencing upon the date specified in Commerce contract number 22-96640-009 and ending **ten (10) years** from said date. Each and every contract, deed, or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered, and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, as follows:

Grantor its successors and/or assigns for the period as stated above shall provide, on the herein described real property, to provide a children's museum as specified in Commerce contract number 22-96640-009.

The Grantor shall require that all operators, tenants, or lessees comply with all State and local codes, licensing requirements, and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the facility is located.

The Grantor will keep any records and make any reports relating to compliance with this covenant that the Department may reasonably require.

DEFAULT: If a violation of this Covenant occurs, the Department (or its successor agency) may, after thirty (30) days' notice and opportunity to cure the violation, which cure may be effected by the Grantor and/or its Investor Member (as defined in the Contract), institute and prosecute any proceeding at law or equity to abate, default the loan, prevent, or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

The Department agrees to execute a Release of Restrictive Covenant at the conclusion of the ten-year period and will not unreasonably withhold appropriate signatures on such a release.

**[SIGNATURE AND NOTARY PAGE FOLLOWS]**

IN WITNESS HEREOF, City of Olympia, has executed this Covenant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Olympia,**  
a Washington Municipal Corporation

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

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

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

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF                    )

On this day personally appeared before me \_\_\_\_\_ known to be the \_\_\_\_\_ of **City of Olympia**, a Washington Municipal Corporation, the entity that executed the within instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute the same.

DATED: \_\_\_\_\_

(Seal or Stamp)

\_\_\_\_\_  
*(Signature of Notary)*

\_\_\_\_\_  
*(Legibly Print or Stamp Name of Notary)*

NOTARY PUBLIC in and for the state of Washington

My Commission Expires: \_\_\_\_\_

Approved as to form:

By: **Mark Barber** \_\_\_\_\_

Printed Name: Mark Barber \_\_\_\_\_

Title: City of Olympia Attorney/Council \_\_\_\_\_

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE CITY MANAGER TO SIGN A RESTRICTIVE COVENANT DEDICATING CITY-OWNED PROPERTY FOR USE AS A CHILDREN’S MUSEUM FOR TEN YEARS**

**WHEREAS**, as a condition of the financial assistance provided to the Hands On Children’s Museum (HOCM) by the Washington State Department of Commerce (“Commerce”), the City of Olympia is required to execute a Restrictive Covenant (“Covenant”) ensuring that the following legally-described property (“Property”) will be used for a children’s museum as specified in Commerce contract number 22-96640-009:

LOT 5 OF OLYMPIA AREA ROWING BINDING SITE PLAN AS RECORDED AUGUST 25, 2005 UNDER AUDITOR’S FILE NO. 3761387 AND AMENDED APRIL 9, 2008 AND OCTOBER 27, 2009 AND FEBRUARY 13, 2018 AND NOVEMBER 20, 2020 UNDER AUDITOR’S FILE NOS. 4001839, 4118292, 4611194 AND 4802318

and

**WHEREAS**, the Covenant will restrict the use of the Property to a children’s museum and will run with the land for a period of ten (10) years; and

**WHEREAS**, Commerce will issue a Release of Restrictive Covenant to the City of Olympia at the conclusion of the ten-year period;

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

1. The Olympia City Council hereby approves the form of Restrictive Covenant required by the Washington State Department of Commerce as a condition of financial assistance to the Hands On Children’s Museum, and accepts the terms and conditions contained therein.
2. The City Manager, or designee, is authorized and directed to sign on behalf of the City of Olympia the Restrictive Covenant, and any other documents necessary to execute said Restrictive Covenant, and to make any amendments or minor modifications as may be required and are consistent with the intent of Restrictive Covenant, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**

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